



2

**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 BERGUT DRIVE  
SUITE B  
SACRAMENTO, CA  
95814-0131

916-449-5282

April 12, 1988

Budget & Finance Committee  
Sacramento, California

Honorable Members in Session:

**SUBJECT:** Robla Viejo Assessment District (JN:9776) - Establish New CIP Project,  
Transfer of Funds and Execution of a Consultant Services Agreement

**SUMMARY**

The Robla Viejo Assessment District requires engineering design work, right-of-way map preparation, appraisals, and right-of-way acquisition in order to finalize the plans, specifications, and estimates for the project. Approximately \$195,000 will be expended by the consultant and developers to complete engineering studies and design plans. An additional \$50,000 is needed from the City to complete the project.

**BACKGROUND**

A substantial amount of engineering studies and design have been completed over the past year and a half by the Gardner-Feusi Company for the Robla Viejo Assessment District. Approximately \$195,000 will be expended by the consultants and developers to complete the project and it is estimated that an additional \$50,000 is required to complete the engineering design, right-of-way documents, appraisals, and final plans, specifications and estimates.

When constructed, the Robla Viejo Assessment District will provide sanitary sewer, storm drainage and some street improvements to the area bounded by Ascot Avenue, McClellan AFB, Main Avenue and Raley Boulevard. It is anticipated that the project will use 1913 Assessment District proceedings and 1915 bonds. The projected bid advertisement date for the project is June 1988.

**FINANCIAL**

The engineering studies and plan preparation for this project is to be financed jointly by the City, the developer, and the engineering consultant.

The Consultant Services Agreement with Gardner-Feusi Company is for an amount not-to-exceed \$245,000. This amount is to be paid as follows:


- A. A total of \$50,000 for design services will be paid by the City and recovered after the sale of bonds. If the District is not formed, the \$50,000 would not be recovered.
- B. Gardner-Feusi Company and the developer have agreed upon a mutually acceptable funding mechanism which provides for the Developers and Consultants to carry certain percentages of the project billings. After district formation, proceeds from the bond sale in an amount not-to-exceed \$195,000 will be issued in the form of a joint check to Gardner-Feusi Company and the Developer. If the District is not formed, the Developer and Gardner-Feusi Company will not recover their \$195,000 contribution.

It is proposed that the City contribution of \$50,000 be transferred from the Miscellaneous Sewer Fund (PN:XB16) to the Robla Viejo Assessment District CIP in accordance with the attached resolution. Currently \$100,000 is budgeted in the Miscellaneous Sewer Fund (PN:XB16) with a remaining balance of \$50,000 after the transfer of funds to the proposed Robla Viejo Assessment District CIP. This amount shall be recovered from the proposed Robla Viejo Assessment District, contingent upon district formation and sale of bonds.


RECOMMENDATION

It is recommended that the Budget & Finance Committee approve the transfer of funds and forward this report to the full City Council for adoption of the attached resolution.

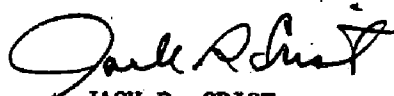
Respectfully submitted,

  
for THOMAS M. FINLEY  
Engineering Division Manager

Approved:

  
MELVIN H. JOHNSON  
Director of Public Works

Recommendation Approved:

  
JACK R. CRIST  
Deputy City Manager

LM:eh  
ED2-29.E  
03.3088.8

April 12, 1988  
District No. 2

Attachment

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING  
A NEW CAPITAL IMPROVEMENT PROJECT,  
TRANSFERRING FUNDS,  
AND AUTHORIZING EXECUTION OF A  
CONSULTANT SERVICES AGREEMENT  
FOR THE ROBLA VIEJO ASSESSMENT DISTRICT (JN:9776)

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

1. Funds are needed to complete engineering studies and plans for the Robla Viejo Assessment District.
2. The Capital Improvement Program is amended by transferring \$50,000 from the Miscellaneous Sewer Improvement Fund (414-500-XB16-4414) to the proposed Robla Viejo Assessment District CIP (414-500-XXXX-4802). This amount shall be recovered upon sale of the assessment district bonds.
3. That the City Manager and City Clerk are hereby authorized to execute on behalf of the City of Sacramento a Consultant Services Agreement between Gardner-Feusi Company and the City of Sacramento in an amount not-to-exceed \$245,000. Compensation from the City of Sacramento will not exceed \$50,000, as per Exhibit B of the Consultant Services Agreement.

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MAYOR

ATTEST:

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CITY CLERK

Department: Public Works

PN/JN NO.: JN:9776

Division: Engineering

Proj. Name: Robla Viejo Assessment District

Location: Raley Boulevard. Between Main Avenue and Ascot Avenue

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of

\_\_\_\_\_, 19\_\_\_\_, by and between the CITY OF SACRAMENTO, a municipal corporation ("City") and

Gardner - Feusi Company

(Consultant)

1722 Professional Drive Sacramento

California

95825

(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 approves additional compensation for additional services. Consultant shall submit all billings for said services to City in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures and practices which Consultant uses for billing clients similar to City.

AGR2-04.E  
3.0488

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 first above stated.

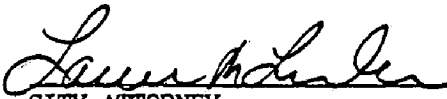
CITY OF SACRAMENTO  
A Municipal Corporation.

CITY:

\_\_\_\_\_

City Manager  
(Title)

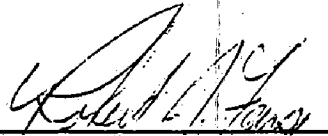
APPROVED AS TO FORM:

  
CITY ATTORNEY

ATTEST:

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

CONSULTANT:

  
\_\_\_\_\_

Gardner - Feusi Company  
(Consultant Title)

1722 Professional Drive  
(Address)

Sacramento, California 95825  
(City/State/Zip)

Attachments:

Exhibit A      Exhibit E  
Exhibit B      Exhibit D

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY GARDNER - FEUSI COMPANY

1. Representatives:

The City Representative for this Agreement is:

Loyd Mulkey	Assistant Civil Engineer	(916) 449-5521
(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:

Bob Feusi	Principal Engineer	(916) 482-5177
(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  
927 - 10th Street, Room 300  
Sacramento, CA 95814

Attn: Loyd Mulkey

2. Services to be provided are specified below:

This scope of work addresses the engineering and surveying services to be provided by the Consultant for the proposed Robla Viejo Assessment District (RVAD), which is located in the general area west of McClellan Air Force Base, bounded by Ascot Avenue on the north, Main Avenue on the south and the lots just to the west of Raley Boulevard on the west.

The work is divided into two phases as follows:

Phase I - Topographic Surveys, Preliminary Design, Cost Estimates and Preliminary Design Report

Phase II - Final Design and Assessment District Engineering

The majority of Phase I work has been completed by the Consultant under a separate agreement with a major owner within the proposed district. That work was presented by the consultant in a report titled "Design Report for Robla Viejo Assessment District No. 1," updated December 30, 1986. Said design report, as amended per Item 1 of the Phase II Scope of Work, will be the basis for Items 2 through 12 of the Phase II work.

Phase II Scope of Work

1. Amend Phase I design report, including storm drain and sanitary sewer studies and exhibits to reflect revised district boundaries, design parameters, and costs.
2. Prepare final plans, specifications and cost estimates for the project facilities identified in the amended Phase I design report.
3. Identify and prepare required permits for City to process.
4. Provide centerline control diagram for new streets and channel alignments indicating coordinates for all B.C., P.C.C., P.R.C., P.I., and E.C. Field control which is tied to existing monuments shall be set in the field when called for by the City prior to construction.
5. Provide additional field surveys as necessary to complete right-of-way documents and final design.
6. Prepare all descriptions and parcel maps for easement and right-of-way dedication and/or acquisition by the City, including but not limited to ultimate Magpie Diversion Channel R/W and temporary construction easements, 20-foot wide Public Utility easement adjacent to Raley Boulevard easterly R/W line between Main Avenue and Ascot Avenue, and temporary and permanent easements for sanitary sewer alignment west of Raley Boulevard. Compute assessment district parcel areas and organize with overall index map and ownership list.
7. Provide preliminary title reports for all needed legal descriptions.
8. Acquire soils and geological engineering reports required for design of roadways, pipelines, channels and channel outfall structures.
9. Perform Engineer of Work tasks for the Robla Viejo Assessment District comprising the following:
  - a. Prepare district boundary map.
  - b. Prepare district diagrams.
  - c. Prepare ownership list for mailing notices.
  - d. Provide information to City, as necessary to obtain environmental clearance.

- e. Compile cost components of work comprising the total assessment, and determine the method of spreading the assessment components. Coordinate with City and Bond Council, as necessary.
  - f. Prepare descriptions of assessment method and assessment spreads for each cost component. Determine preliminary and final assessments financial figures for each assessment parcel and deliver data on standard floppy discs compatible with Lotus 1-2-3 software, version 2.0 or greater.
  - g. Prepare and assemble the various legal notices for mailing to each property owner within the district.
  - h. Develop and compile the Engineers Report for the assessment district in coordination with the Bond Council and the City.
  - i. Provide testimony at public hearing and other public meetings on assessment district.
10. Coordinate with all utility companies to locate all known utilities that are within proximity of district construction. Said utilities will be field verified so that they will be accurately indicated on the plans as to location and elevation. Coordinate and prepare utility relocation schedule with the various utility companies to coincide with the proposed construction schedule. Specifically included in this item of work is the coordination and scheduling of all utility relocations, as required to construct the pipelines, roads and incidentals associated with the assessment district.
  11. Provide design of sewer services to all of the Assessment District parcels.
  12. Identify and prepare necessary documents as required for sewer annexation to County Sanitation District No. 1 and the Regional Sanitation District. Develop schedule for annexation, determine annexation fees and develop cost spread to benefitting parcels in Assessment District.

#### Time of Performance

It is the intent to begin construction of assessment district improvements by the summer of 1988. Preliminary scheduling provides for the 80% submittal of engineered construction plans for City review by March 30, 1988, the 90% submittal by April 29, 1988 and the 100% submittal by May 31, 1988. It is anticipated that the Consultant and the City will jointly expedite the review process and completion of documents in order to allow the Consultant to submit the assessment district engineers report to the City by May 31, 1988 in order to advertise for construction bids by June 15, 1988.



EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH GARDNER - FEUSI COMPANY

FEE SCHEDULE / MANNER OF PAYMENT

The services to be provided as detailed in Exhibit A will be performed on a time and material basis in accordance with the attached List of Deliverables and billing schedule for a not-to-exceed figure of \$245,000.

Gardner-Feusi Company (Consultant) will submit to the City, invoices for payment at the 80%, 90%, and 100% levels. Reimbursement of fees will be based upon actual work performed in accordance with the attached List of Deliverables.

Consultant agrees to provide the complete services specified in this contract. Consultant specifically understands and agrees that reimbursement of fees in excess of \$50,000 shall be contingent upon successful formation of the assessment district and sale of the bonds. If, for whatever reason, the bonds are not sold, Consultant agrees its compensation from the City will not exceed \$50,000, and it specifically waives as to the City of Sacramento and the assessment district any and all claims it may have for the balance of compensation, whether based on this contract or any legal or equitable basis for compensation.

Consultant agrees to enter into private agreements with third parties for the private funding of Consultant fees in excess of \$50,000, and for the reimbursement to those private parties after sale of assessment district bonds of the funds advanced. Consultant and third parties shall be reimbursed for funds advanced by joint check from sale of assessment district bonds. Consultant will provide lists of amounts and parties to whom joint checks shall be issued to. Consultant shall furnish City copies of these private agreements.

List of Deliverables

A. 80% Submittal

1. Plan and profile sheets for Raley Boulevard, Ascot Avenue, Vinci Avenue, A Street, Main Avenue, and sanitary sewer outfall.
2. Soils report for pavement design on above streets.
3. Water plans on City standard mylar sheets.
4. Reproducible drawings and calculations for drainage and sewer studies.
5. Refined right-of-way and easement exhibits, indicating parcel geometrics, right-of-way acquisition areas and other information, as necessary.

6. Preliminary title reports for parcels where right-of-way/easement acquisition is required.
7. Preliminary cost estimates.
8. Method of spread statement and preliminary assessment spread.
9. Preliminary specifications.

B. 90% Submittal

1. Detail sheets for project including outfall structures and other items as required.
2. Completed permit applications.
3. All Engineer of Work tasks with exception of testimony at public hearing on assessment district.
4. Completed right-of-way and right-of-entry documents and easement descriptions and plats for sanitary sewer easements, drainage channel right-of-way, 20-foot wide public utilities easement parallel to Raley Boulevard between Main Avenue and Ascot Avenue.
5. 90% plans, specifications and cost estimates.

C. 100% Submittal

1. Submittal of Engineer's Report and approval by Council.
2. Completion of remaining items within Scope of Work.
3. 100% plans, specifications and cost estimates.

Request for payment shall be sent to:

City of Sacramento  
Department of Public Works  
927 10th Street, Room 300  
Sacramento, CA 95814

Attn: Loyd Mulkey  
Ref: JN:9776



**GARDNER  
FEUSI  
COMPANY**

1722 PROFESSIONAL DRIVE  
SUITE C  
SACRAMENTO, CA 95825

(916)482-5177

STEVEN A. GARDNER  
L S 5123

ROBERT J. FEUSI  
R C E 29156

F E E S C H E D U L E

December 1987

HOURLY RATES:

Principal (Gardner or Feusi).....	\$ 60.00
Professional testimony (Gardner or Feusi)...	\$ 85.00
Two-man field survey party.....	\$ 80.00
Three-man field survey party.....	\$105.00
Field Survey Party Chief.....	\$ 40.00
Architectural Consultation.....	\$ 45.00
Engineering Technician.....	\$ 40.00
Draftsperson.....	\$ 32.00
Clerical.....	\$ 30.00

EXPENSES:

Blueprinting/printing & handling.....	\$15.00
Plus \$2.00 per sheet.	
Mileage.....	\$.30 per mile

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH GARDNER - FEUSI COMPANY

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

The City will not furnish facilities or equipment for this Agreement.

If facilities and equipment are to be furnished, specify below:

EXHIBIT D

GENERAL PROVISIONS

1. Independent Contractor. At all times during the term of this Contract, 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 Contract; however, City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
2. Licenses; Permits; Etc. Consultant represents and warrants to City that he 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 cost 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 Not 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 performance of this contract by Consultant whether within or without the scope of this contract. 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 ground 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 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	<u>X</u>	_____
Business Auto Liability	<u>X</u>	_____
Workers' Compensation & Employers' Liability	<u>X</u>	_____
Professional Liability (Errors and Omissions)	_____	<u>X</u>

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 Omission): \$ \_\_\_\_\_ combined single limit per occurrence.



C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and 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 and endorsements required in paragraph F above have not been provided.

# COCORO CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)  
3/18/88

PRODUCER  
CUMMINS INSURANCE AGENCY  
P.O. BOX 214596  
CRAMENTO, CA 95821-0596

CITY OF SACRAMENTO DEPARTMENT OF PUBLIC WORKS  
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS ON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, ALTER, CHANGE, OR SUPPLEMENT THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**RECEIVED**  
MAR 21 1988  
ENGINEERING DIVISION

COMPANIES AFFORDING COVERAGE  
BANKERS STANDARD INSURANCE  
INSURANCE COMPANY OF NORTH AMERICA

INSURED  
STEVEN A. GARDNER &  
ROBERT J. FEUSI  
DBA: GARDNER FEUSI COMPANY  
1722 PROFESSIONAL DRIVE, STE. C  
SACRAMENTO, CA 95825

COMPANY LETTER **C**  
COMPANY LETTER **D**  
COMPANY LETTER **E**

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

CO. TR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
					EACH OCCURRENCE	AGGREGATE	
A	<b>GENERAL LIABILITY</b>	D1 1814931	5/2/87	5/2/88	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$1,000	\$1,000
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY	\$	\$1,000
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input type="checkbox"/> ROAD FORM PROPERTY DAMAGE						
	<input type="checkbox"/> PERSONAL INJURY						
	<b>AUTOMOBILE LIABILITY</b>				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	<b>EXCESS LIABILITY</b>				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
B	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>	C2 8847944	5/2/87	5/2/88	STATUTORY		
					\$ 100 (EACH ACCIDENT)		
					\$ 500 (DISEASE-POLICY LIMIT)		
					\$ 100 (DISEASE-EACH EMPLOYEE)		
	<b>OTHER</b>						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ALL CALIFORNIA OPERATIONS

**CERTIFICATE HOLDER:**  
CITY OF SACRAMENTO  
DEPARTMENT OF PUBLIC WORKS  
927 - 10TH STREET, ROOM 300  
SACRAMENTO, CA 95814  
ATTN: LOYD MULKEY

**CANCELLATION:**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*Alan Cummins*