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DEPARTMENT OF  
PUBLIC WORKS

ENGINEERING DIVISION

CITY OF SACRAMENTO  
CALIFORNIA

927 TENTH STREET  
ROOM 200  
SACRAMENTO, CA  
95814-2705

916-449-8220  
FAX 916-449-8678

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

916-449-5282

July 2, 1991

Joint Budget and Finance/  
Transportation and Community Development Committee  
Sacramento, California

Honorable Members In Session:

SUBJECT: I-80/TRUXEL INTERCHANGE (JN:2173/PN:XXXX) - FUND APPROPRIATION  
(\$80,000) AND APPROVAL OF CONSULTANT AGREEMENT FOR A TRAFFIC  
OPERATIONS STUDY (\$60,000)

SUMMARY

Approval of a fund appropriation and Consultant Agreement with DKS Associates is recommended to perform a Traffic Operations Study for the proposed interchange. This item is scheduled to be heard by the Joint Committee and the City Council on the same day in order to expedite the work on this project.

BACKGROUND

See attached report to the City Council.

FINANCIAL DATA

See attached report to the City Council.

POLICY CONSIDERATIONS

See attached report to the City Council.

MBE/WBE EFFORTS

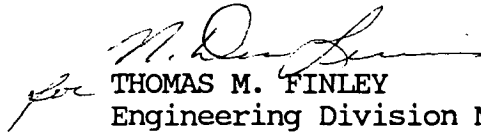
See attached report to the City Council.

Joint Budget and Finance/  
Transportation and Community Development Committee  
I-80/Truxel Interchange (JN:2173/PN:XXXX)  
July 2, 1991


RECOMMENDATION

It is recommended that the Joint Committee recommend approval of attached resolution which appropriates funds and approves the Consultant Agreement to the full City Council.

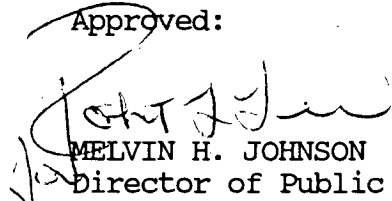
Respectfully submitted,

  
THOMAS M. FINLEY  
Engineering Division Manager

Recommendation Approved:

  
JACK R. CRIST  
Deputy City Manager

Approved:

  
MELVIN H. JOHNSON  
Director of Public Works

July 2, 1991  
District No. 1

CONTACT PERSON

N. Dee Lewis, Supervising Engineer  
449-8230

NDL:kj:jd  
ED5-30.J  
06.2091.1

Attachment

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL

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

RESOLUTION AMENDING 1991-92 CAPITAL IMPROVEMENT PROGRAM  
APPROPRIATING FUNDS (\$80,000) AND APPROVING  
CONSULTANT SERVICES AGREEMENT (\$60,000) FOR  
I-80/TRUXEL INTERCHANGE PROJECT  
(JN:2173;PN:XXXX)

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

1. That the 1991-92 Capital Improvement Program is amended by transferring \$80,000 in Major Street Construction funds from the Truxel Road Extension project between San Juan Road and Interstate 80 (209-500-TG06-4820) to the Major Street Construction Contingency Reserve (209-710-7012-4999).
2. That the 1991/92 Capital Improvement Program is further amended by adding a project titled "I/80 Truxel Interchange".
3. That the 1991-92 Capital Improvement Program is further amended by appropriating \$80,000 from the Major Street Construction Contingency Reserve (209-710-7012-4999) to the I-80/Truxel Interchange project as follows:

<u>Amount</u>	<u>Project Budget</u>
\$70,000	209-500-XXXX-4802
\$4,000	209-500-XXXX-4831
\$5,000	209-500-XXXX-4880
\$1,000	209-500-XXXX-4881
<hr/> \$80,000	Total

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FOR CITY CLERK USE ONLY

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

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

City Council  
I-80 Truxel Interchange (JN:2173/PN:XXXX)  
July 2, 1991

4. That the City Manager and City Clerk are authorized to execute a Consultant Services Agreement with DKS Associates in an amount of \$60,000 to perform a Traffic Operations Study of the proposed interchange.

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MAYOR

ATTEST:

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CITY CLERK

NDL:kj:jd  
ED5-30.J  
06.2091.1

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FOR CITY CLERK USE ONLY

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

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



DEPARTMENT OF  
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July 2, 1991

City Council  
Sacramento, California

Honorable Members In Session:

SUBJECT: I-80/TRUXEL INTERCHANGE (JN:2173/PN:XXXX) - FUND APPROPRIATION  
(\$80,000) AND APPROVAL OF CONSULTANT AGREEMENT FOR A TRAFFIC  
OPERATIONS STUDY (\$60,000)

SUMMARY

Approval of a fund appropriation and Consultant Agreement with DKS Associates is recommended to perform a Traffic Operations Study for the proposed interchange. This item was considered by the Joint Budget and Finance/Transportation and Community Development Committee at its regular meeting this afternoon, and is scheduled to be heard by the full City Council on this same day in order to expedite the work on this project.

BACKGROUND

At the Joint Budget and Finance/Transportation and Community Development Committee meeting of May 14, 1991, the Joint Committee received a report concerning the subject interchange and directed staff to proceed with the Traffic Operations Study and structural redesign of the interchange to accommodate future light rail (see attached Exhibit A).

This item provides for funding of the Traffic Operations Study. Regional Transit has agreed to pay for one-half of the study. An agreement for cost sharing with RT is being prepared and will be submitted for City Council approval in the near future.

As outlined in the previous Joint Committee report, several remaining project issues need to be resolved. These include the following:

City Council  
I-80 Truxel Interchange (JN:2173/PN:XXXX)  
July 2, 1991

- Payment of remaining design fees to Dokken Engineering by Capitol Gateway & Associates for work already completed (estimated cost = \$150,000±).
- Provide funding to redesign the interchange to accommodate future light rail and to complete the interchange design (estimated cost = \$238,000±). Regional Transit has agreed to pay one-half of the applicable structural redesign costs which are currently estimated to be \$35,000. These costs are included in the \$238,000 figure shown above.
- Right-of-way acquisition and utility relocation costs must be funded (estimated cost = \$1,700,000±). An amount of \$17,500 has been received to date from private parties for title reports and appraisals for the project.
- Complete arena/stadium traffic operations study as required by the interchange environmental document (estimated cost = \$30,000 ±).
- Additional environmental analysis/mitigation may be necessary (cost unknown at this time).

It is expected that project costs will ultimately be recovered as part of the proposed Mello Roos Community Facilities District with a \$1.5 million contribution from the South Natomas Community Facilities District.

#### FINANCIAL DATA

It is proposed that \$80,000 in Major Street Construction funds be appropriated to the project from the Truxel Road Extension project between San Juan Road and Interstate 80 (TG06) to fund the proposed Traffic Operations Study. This will cover Consultant costs (\$60,000), contingencies and City staff costs. TG06 has a present fund balance of approximately \$650,000.

#### POLICY CONSIDERATIONS

The proposed fund appropriation and Consultant Agreement approval conform to existing City policy concerning CIP projects.

#### MBE/WBE EFFORTS

DKS Associates is not a MBE/WBE firm.

City Council  
I-80 Truxel Interchange (JN:2173/PN:XXXX)  
July 2, 1991

RECOMMENDATION

It is recommended that the City Council approve the attached resolution which appropriates funds and approves the Consultant Services Agreement.

Respectfully submitted,

  
THOMAS M. FINLEY  
Engineering Division Manager

Recommendation Approved:

Approved:

WALTER J. SLIPE  
City Manager

MELVIN H. JOHNSON  
Director of Public Works

CONTACT PERSON

N. Dee Lewis, Supervising Engineer  
449-8230

July 2, 1991  
District No. 1

NDL:kj:jd  
ED5-30.J  
06.2091.1

Attachment

Department: Public Works

PN/JN: 2173/TH41

Division: Engineering

Proj. Name: Truxel/I-80 Interchange

Location: Truxel at I-80

**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

DKS Associates  
(Consultant)

1225 8th Street, Suite 260  
(Address)

Sacramento, CA 95814  
(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. 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.
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 and Engineering Special Provisions.** The general provisions set forth in Exhibit D, which include insurance requirements, and the Special Provisions set forth in Exhibit E are part of this Agreement. In the event of any inconsistency between said general and special provisions and any other terms or conditions of this Agreement, this Agreement shall control over the special provisions, which will in turn 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

**CONSULTANT:** DKS Associates

**CITY:**

\_\_\_\_\_  
 Director of Public Works  
 (Title)

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

\_\_\_\_\_  
 1225 8th Street, Suite 260  
 (Address)

**ORIGINAL APPROVED AS TO FORM:**

\_\_\_\_\_  
 Sacramento, CA 95814  
 (City/State/Zip)

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

\_\_\_\_\_  
 94-2583153  
 (Federal Tax I.D.# or Social Security #)  
 Under penalty of perjury, I certify that  
 the Taxpayer Identification Number and  
 all other information provided here are  
 correct.

**ATTEST:**

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

\_\_\_\_\_  
 Consultant Signature

Attachments:

Exhibit A      Exhibit B  
 Exhibit C      Exhibit D

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY DKS Associates

1. Representatives:

The City Representative for this Agreement is:

<u>John Presleigh</u>	<u>Associate Engineer</u>	<u>(916) 449-2192</u>
(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:

<u>Leo Lee</u>	<u>Project Manager</u>	<u>(916) 442-4288</u>
(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  
1023 J Street, Suite 200  
Sacramento, CA 95814**

**ATTN: John Presleigh**

**EXHIBIT B**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

DKS Associates

**FEE SCHEDULE / MANNER OF PAYMENT**

City shall pay Consultant for actual hours worked (by consultant and subconsultants), travel expenses, equipment and supplies used based on the attached breakdown of costs for the work to be performed in accordance with the "Scope of Work" in Exhibit A of this Agreement.

The total amount of this Consultant and Professional Services Agreement shall not exceed \$60,000.

Consultant shall submit a statement for services rendered on a monthly basis. Invoices must be accompanied by written progress reports which describe the work performed in the period covered by the invoice. Invoices may not exceed actual expenses incurred by the Consultant. Invoices must follow the format used (task breakdown) in the Scope of Work (Exhibit A). Invoices shall show the amount previously billed to date.

Advance payments are not permitted. All payments will be in arrears. The Consultant will be reimbursed as promptly as fiscal procedures will permit upon receipt of itemized invoices in triplicate.

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

Request for payment shall be sent to:

**City of Sacramento  
Department of Public Works  
Engineering Division  
1023 J Street, Suite 200  
Sacramento, CA 95814  
ATTN: John Presleigh**

2. Services to be provided are specified below:

### TRUXEL INTERCHANGE - TRAFFIC OPERATIONS STUDY

Consultant shall perform tasks necessary to conduct a traffic operations analysis for the proposed interchange at Truxel Road/Arco Arena Boulevard with Interstate (I) 80. Tasks to accomplish this traffic operations analysis are as follows:

#### Task 1

Obtain relevant traffic data and transit operations data from the City of Sacramento, Regional Transit, Caltrans and any other agency as needed. This shall include, but not be limited to, the information contained in the following documents:

- Traffic Analysis for North Natomas Freeway Improvements Environmental Review; and
- Draft Environmental Impact Report (EIR) for the Downtown/Natomas/Airport Corridor Route Refinement Report.

#### Task 2

Develop am/pm peak hour traffic volume projections, ADT projections, and pre/post stadium event traffic projections for the year 2016 for the following intersections and City roadway segments linked by these intersections:

- A) San Juan Road and Truxel Road
- B) Rosin Boulevard and Truxel Road
- C) Eastbound I-80 off-ramp and Truxel Road
- D) Westbound I-80 off-ramp and Truxel Road/Arco Arena Boulevard
- E) Loop Road and Arco Arena Boulevard/Truxel Road
- F) I-80 Mainline

Regional Transit will provide the necessary data base for projecting future traffic for year 2010 and the consultant will revise to year 2016.

### Task 3

Develop patronage projections for am/pm peak hour and pre/post stadium event projections for light rail train (LRT) operations based on Regional Transit's recommended operating frequency for the year 2016. Stadium event assumptions will be based on 3/4, 1/2, and 1/4 stadium capacities during weekday events for the analysis.

### Task 4

Using the traffic projections from Task 2, evaluate projected level of service (LOS) for traffic operations at each intersection using the operations methodology from the 1985 Highway Capacity Manual assuming future intersection configurations and signal timing. Additionally, evaluate the on-ramp operations with ramp metering/HOV bypass lane. Assume no light rail operations along Truxel Road for this Task.

### Task 5

Combining the traffic projections from Task 2 and light rail operations from Task 3, evaluate projected LOS for am/pm and pre/post stadium event traffic projections at each intersection for the following light rail alignments and the proposed geometric interchange design:

- A) Alignment shown in the Downtown/Natomas/Airport Corridor Route Refinement Report;
- B) Alignment that continues in the median of Truxel Road/Arco Arena from San Juan Road to north of Loop Road for a) single track in the median, b) double track for the two inside lanes; and
- C) Alignment that continues in the median of Truxel Road from San Juan Road to Rosin Boulevard with a transition to the west of Truxel Road at the Rosin Boulevard Intersection.

At a minimum, each alternative alignment identified above shall be analyzed for the following:

- Evaluate traffic operations on City roadway segments and I-80 including the interchange off-ramps and on-ramps with ramp

metering/HOV bypass lane. Determine if excessive queues will develop that would be detrimental to traffic operations on City roadway segments and I-80. The evaluation shall include an analysis of necessary signal timing and pre-emption (full priority, no priority, or partial priority) resulting from the operation of LRT.

- Evaluate the operation of projected bicycle and pedestrian facilities over the proposed geometric interchange design. Additionally, evaluate the feasibility for the operation of a combined north/south bicycle/pedestrian facility separate from vehicular travel lanes over the interchange.
- Recommend mitigations for potential impacts created by the operation of LRT on the intersections, City roadway segments, and Interstate 80.
- Evaluate traffic collision rates that may result with/without the operation of LRT.
- Provide relative maintenance cost projections for the interchange and rails.

#### Task 6

Prepare traffic projections as necessary and coordinate with the environmental consultant to conduct an air quality analysis without LRT and with LRT for the alignment alternatives as identified in Task 5.

#### Task 7

Document results of the traffic operations analysis and mitigations for potential impacts in a draft report for circulation to the City of Sacramento, Caltrans, and Regional Transit. Submit twenty (20) copies of the draft report due in twelve (12) weeks after contract approval to the City of Sacramento Transportation Division.

#### Task 8

Respond to comments generated in Task 7 and revise draft report and submit twenty (20) final reports and one (1) original unbound copy to the City of Sacramento Transportation Division. Completion of final report will be due two (2) weeks upon receipt of all comments.

**EXHIBIT B**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

DKS Associates

**FEE SCHEDULE / MANNER OF PAYMENT**

City shall pay Consultant for actual hours worked (by consultant and subconsultants), travel expenses, equipment and supplies used based on the attached breakdown of costs for the work to be performed in accordance with the "Scope of Work" in Exhibit A of this Agreement.

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Advance payments are not permitted. All payments will be in arrears. The Consultant will be reimbursed as promptly as fiscal procedures will permit upon receipt of itemized invoices in triplicate.

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

Request for payment shall be sent to:

**City of Sacramento  
Department of Public Works  
Engineering Division  
1023 J Street, Suite 200  
Sacramento, CA 95814  
ATTN: John Presleigh**

Ref: JN:2173



**EXHIBIT C**

**CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT**

**WITH DKS Associates**

**FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY**

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

## 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; Taxes, Etc.** Consultant represents and warrants to City that he/she has all licenses, permits, City Business Operations Tax Certificate, 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 professional 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 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 or not caused in part by passive negligence of 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 ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation 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, martial status, physical handicap or sexual orientation.
- 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, 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>	<u>      </u>
Business Auto Liability	<u>  X  </u>	<u>      </u>
Workers' Compensation & Employers' Liability	<u>  X  </u>	<u>      </u>
Professional Liability (Errors and Omissions)	<u>  X  </u>	<u>      </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 Omissions): \$1,000,000 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:VII. This requirement may, however, be waived in individual cases for Errors and Omissions Coverage only, provided however, that in no event will a carrier with a rating below B:IX 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.