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DEPARTMENT OF  
PUBLIC WORKS

CITY OF SACRAMENTO  
CALIFORNIA

927 TENTH STREET  
ROOM 200  
SACRAMENTO, CA  
95814-2705

ENGINEERING DIVISION

916-449-8220

THOMAS M. FINLEY  
ENGINEERING DIVISION MANAGER

April 11, 1989

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

Budget and Finance Committee  
Sacramento, California

916-449-5282

Honorable Members In Session:

SUBJECT: Amend 1988-89 CIP Budget by Establishing the New Magpie Creek Diversion Project (JN:2048)(PN:XXXX) - Appropriate Funds and Approve Agreements

SUMMARY

This report requests establishment of the Magpie Creek Diversion Project as a CIP project, the providing of project funding, approval of a cooperative agreement with the United States Government (McClellan Air Force Base), and approval of a consulting services agreement for design services.

BACKGROUND

Flooding along the current Magpie Creek Channel, between Vinci Avenue and McClellan Air Force Base, and an analysis of the existing channel's inability to retain 100-year flow levels has established the need for improvements to the Magpie Creek/Don Julio Creek drainage system. The proposed Magpie Creek Diversion project will consist of realigning and/or widening the existing channel, starting at a point on McClellan Air Force Base and proceeding downstream through private properties within the City of Sacramento, across Raley Boulevard and extending downstream to a suitable transition point.

The project is proposed to be jointly funded by Federal funds for work on McClellan Air Force Base, contributions from the Robla Viejo Assessment District, Measure A Sales Tax Funds, and City funds from a variety of road and drainage related funding sources.

Any improvements to the Magpie Creek Channel will necessitate the reconstruction of a portion of Raley Boulevard that is currently within the existing floodplain and the construction of a new bridge. Because of the interrelationship of these activities and the need for close coordination during construction, staff is anticipating that the construction of the Magpie Creek Diversion project and the Measure A funded Raley Boulevard Reconstruction between Main Avenue and Vinci Avenue will be advertised as a single construction project. The expenditures will be segregated by type of work and fund source.

Preliminary design and environmental evaluation are currently in progress. In order for the project delivery process to proceed in a timely manner, it is necessary at this time to:

1. Modify the 1988-89 CIP budget to establish a new project.
2. Appropriate City Drainage funds.
3. Approve the execution of a cooperative agreement with the United States Government for the design and construction of improvements on McClellan Air Force Base by the City, and
4. Approve a consultant services agreement with DeWante and Stowell, Inc., for the design services required to prepare the contract plans and specifications for the Maggie Creek Diversion and the Raley Boulevard Reconstruction.

The cooperative agreement with the United States Government provides for City administration of the design and construction contracts for the work on Maggie and Don Julio Creeks within the boundaries of McClellan Air Force Base. The Federal Government will fund the cost of all work on McClellan Air Force Base with Federal funds. This joint effort is needed because the flooding can only be resolved by simultaneous construction of improvements on McClellan Air Force Base and within the City.

#### FINANCIAL DATA

Funds for portions of the Raley Blvd. Reconstruction and Raley Blvd. Bridge projects are currently budgeted; these projects have available balances as shown below. No appropriations or transfers are required at this time.

1. \$48,470 in Gas Tax Funds (Fund 202) from TC31.
2. \$49,910 in Major Street Construction Funds (Fund 209) from TD86.

The Maggie Creek Diversion project is currently not funded. It is proposed that \$200,000 be appropriated from the Drainage Contingency Reserve Fund (425-710-7012-4999) which has a current balance of \$599,000 and \$1,570,000 from Capital Grant Funds (Fund 248) per the attached agreement with McClellan Air Force Base. Concurring Council action will increase the Drainage Contingency Reserve balance (425) by an additional \$600,000.

The Robla Viejo Assessment District, formed February 28, 1989, will provide \$1,000,000 in funds for the Maggie Creek and Raley Boulevard Bridge construction. Approximately \$950,000 in additional funds will be needed to cover total project costs. This amount is being requested in the 1989-1990 Capital Improvement Program.

The consultant services agreement with DeWante and Stowell is for an amount of \$208,722. Funding will be provided as follows:

<u>Fund</u>	<u>Amount</u>	
Capital Grant (248)	\$ 51,978	From Maggie Diversion
Drainage (425)	\$ 86,062	From Maggie Diversion
Gas Tax (202)	\$ 30,000	From TC31
Major Street (209)	\$ 40,682	From TD86
TOTAL	\$208,722	

Budget and Finance Committee  
Magpie Creek Diversion Project (JN:2048) (PN:XXXX)  
April 11, 1989  
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POLICY CONSIDERATIONS

Establishment of the subject project and approval of the various agreements is in conformance with existing City policies and procedures.


MBE/WBE EFFORT

Selection of DeWante and Stowell in 1987 was made in accordance with the City Consultant Selection Procedure. The agreement with DeWante and Stowell for final design is proposed in order to provide continuity in the design of the project and to facilitate project delivery by this summer. DeWante and Stowell is not an MBE/WBE firm.

RECOMMENDATIONS


It is recommended that the Budget and Finance Committee recommend approval to the City Council of the amendment to the Capital Improvement Program, appropriation of funds, executions of the cooperative agreement with the United States Government (McClellan Air Force Base), and execution of the consultant services agreement with DeWante and Stowell, Inc., and forward the report to the full City Council for adoption of the attached resolutions.

Respectfully submitted,

  
for THOMAS M. FINLEY  
Engineering Division Manager

Recommendation Approved:

Approved:

  
JACK R. CRIST  
Deputy City Manager

  
MELVIN H. JOHNSON  
Director of Public Works

CONTACT PERSON:

N. Dee Lewis, Supervising Engineer  
(916) 449-8230

April 11, 1989  
District No. 2

CQ:vr  
ED2-24T.E  
03.2889.8

Attachment

7

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING EXECUTION OF  
COOPERATIVE AGREEMENT WITH THE  
UNITED STATES OF AMERICA  
(MCCLELLAN AIR FORCE BASE)  
FOR THE  
DESIGN AND CONSTRUCTION OF THE  
MAGPIE CREEK DIVERSION PROJECT  
(JN:2048)(PN:XXXX)

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

The City Manager and City Clerk are hereby authorized and directed to execute on behalf of the City of Sacramento a cooperative agreement between the City of Sacramento and the United States of America (McClellan Air Force Base) for design and construction of the Magpie Creek Diversion project.

\_\_\_\_\_  
MAYOR

ATTEST:

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

ED2-24T.E  
03.1089.6

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AMENDING THE 1988-89  
CAPITAL IMPROVEMENT PROGRAM  
AND APPROPRIATING FUNDS FOR THE  
MAGPIE CREEK DIVERSION PROJECT  
(JN:2048)(PN:XXXX)

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

1. City Council recognizes \$1,570,000 in anticipated revenue pursuant to an agreement with the United States of America (McClellan Air Force Base) for design and construction the Magpie Creek Diversion project.
2. The 1988/89 Revenue budget is hereby amended by increasing Capital Grants (248-500-XXXX-3596) by the amount of \$1,570,000
3. The 1988-89 Drainage Capital Improvement Program is amended by establishing the new Magpie Creek Diversion project and by the appropriation of \$200,000 from the Drainage Contingency Reserve Fund (425-710-7012-4999) and \$1,570,000 from the Capital Grants Fund (Fund 248), to the Magpie Creek Diversion Project as follows:

425-500-XXXX-4880	\$ 45,000
425-500-XXXX-4881	12,000
425-500-XXXX-4831	28,000
425-500-XXXX-4802	90,000
425-500-XXXX-4813	25,000
248-500-XXXX-4820	1,500,000
248-500-XXXX-4802	70,000

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**TOTAL     \$1,770,000**

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MAYOR

ATTEST:

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CITY CLERK

# RESOLUTION NO.

ADOPTED BY THE SACRAMENTO CITY COUNCIL ON DATE OF

RESOLUTION AUTHORIZING EXECUTION OF AN  
AGREEMENT FOR CONSULTANT SERVICES  
FOR FINAL DESIGN OF THE  
MAGPIE CREEK DIVERSION PROJECT, (JN:2048)(PN:XXXX)  
THE RALEY BOULEVARD BRIDGE PROJECT (PN:TC31)  
AND THE RALEY BOULEVARD WIDENING PROJECT (PN:TD86)

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

The City Manager and City Clerk are hereby authorized and directed to execute on behalf of the City of Sacramento an Agreement for Consultant Services with DeWante and Stowell for final design of the Magpie Creek Diversion project, the Raley Boulevard Bridge project and the Raley Boulevard Widening project for an amount not-to-exceed \$208,722 as follows:

<u>PROJECT</u>	<u>FUND</u>	<u>AMOUNT</u>
Magpie Creek Diversion	248-500-XXXX	\$ 51,978
Magpie Creek Diversion	425-500-XXXX	86,062
Raley Boulevard Bridge	202-500-TC31	30,000
Raley Boulevard Widening	209-500-TD86	40,682
		-----
		TOTAL \$208,722

\_\_\_\_\_  
MAYOR

ATTEST:

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

ED2-24T.E  
03.2889.8

7

COOPERATIVE AGREEMENT WITH THE CITY OF SACRAMENTO  
FOR THE DESIGN AND CONSTRUCTION OF MAGPIE CREEK RELOCATION  
FIRM FIXED PRICE CONTRACT SUBJECT TO PRICE REDETERMINATION

This Cooperative Agreement ("Agreement"), entered into as of the last date shown on the signature page hereof, is between the UNITED STATES OF AMERICA (hereinafter called the "Government"), represented by the District Engineer of the U.S. Army Corps of Engineers Sacramento District and the CITY OF SACRAMENTO, a political subdivision of the State of California, (hereinafter called the "City"), represented by the mayor of the City of Sacramento.

ARTICLE 1. RECITALS

WHEREAS, the City is responsible for the conveyance and disposal of stormwater and drainage within the City of Sacramento; and

WHEREAS, the City is proposing to relocate Magpie Creek between the westerly boundary of McClellan Air Force Base and west of Raley Boulevard; and

WHEREAS, McClellan Air Force Base desires to relocate Magpie Creek within the westerly portion of McClellan Air Force Base between Patrol Road and the westerly boundary of McClellan Air Force Base in order to accommodate its future expansion; and

WHEREAS, it is mutually advantageous to both parties that the design and construction of the relocation of Magpie Creek within the limits set forth above be designed and constructed as one project; and

WHEREAS, the Government has the authority under Title 10 United States Code, Section 2304(A)(10) and the Military Construction Appropriation Act of 1988 to enter into this agreement to pay the City the Government's prorata share of all costs associated with the design and construction of the subject relocated Magpie Creek including design, bid preparation and advertisement, environmental analysis and mitigation measures, acquisition of streambed alteration and Section 404 permits, actual construction, inspection, and other related contract administration costs;

NOW THEREFORE, in consideration of the faithful performance of each party of the mutual covenants and agreements set forth, it is mutually agreed as follows:

ARTICLE 2. DEFINITION OF PROJECT

The "Project" which is the subject of this Agreement is the design and construction of the relocation of Magpie Creek within the limits set forth above.

from Patrol Road on McClellan Air Force Base to Magpie Creek Diversion, approximately 700 lineal feet west of Raley Boulevard; new bridges on Raley Boulevard and the access road to the Ammunition Storage Area; the filling, restoration, and reseeding of the interim creek relocation constructed to accommodate the addition to Building 783; all as shown on drawing entitled "Proposed Route for Magpie Creek Relocation" (Attachment 1).

### ARTICLE 3. OBLIGATIONS OF THE CITY

(a) The City hereby agrees to design and construct, or cause to be designed and constructed, the Project, including the provisions of all necessary services, labor, materials, tools and equipment.

(b) The City shall obtain or cause to be obtained necessary licenses and permits, and comply with any applicable federal, state, and/or municipal laws, codes, and regulations in connection with prosecution of the design, construction, operation and maintenance of the Project. It shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. It shall be responsible for all work performed.

(c) The City shall obtain all easements, rights-of-way, or other interests in real property necessary for construction of the Project.

(d) Unless for reasons beyond the control of the City, the City shall commence work under this Agreement on or about February 15, 1989, prosecute said work diligently, and complete the entire work ready for use not later than January 15, 1990. The time stated for completion shall include final clean-up. Time extension may be granted for environmental permit compliances and right-of-way acquisition and presently unforeseen construction delays.

(e) The City agrees to provide the Government monthly progress reports throughout the design and construction of the Project and to meet and confer with the Government to resolve issues which may arise during the design and construction.

(f) The City agrees to provide the Government preliminary and final design documents for Government's review and approval prior to advertising the Project for construction.

### ARTICLE 4. OBLIGATIONS OF THE GOVERNMENT

(a) The Government, in consideration of the design and construction of the project by the City, agrees to pay its pro-rata share of the costs associated with the preparation of the design, environmental documents, bid advertising, permit fees, construction, inspection, and contract administration in accordance with Articles 5 and 6 of this Agreement.

(b) The Government agrees to cooperate with the City in arranging an exchange of easements across the private property between Raley Boulevard and the westerly boundary of McClellan Air Force Base. The easements involved are shown on Attachment 1.

(c) The Government's pro-rata share of the costs shall be based on the estimated costs of that portion of the Project on Government property, adjusted to award costs.

ARTICLE 5. CONTRACTS COST - PRICE REDETERMINATION UPON COMPLETION OF DESIGN AND CONSTRUCTION

(a) The Government and the City agree that the total estimated financial obligation of the Government under this agreement is One million and five hundred and seventy thousand dollars (\$1,570,000) of which seventy thousand dollars (\$70,000) is for the preparation of the design, environmental documents, and easement descriptions. It is understood that the actual amount the Government is required to pay for this Project will depend upon the amount of the construction contract and the amount incurred by the City as set forth in Article 4(a) of this Agreement. The City agrees to provide to the Government a copy of the bid award amount for construction of the Project, and a statement of the Government's share of all costs incurred and expected to be incurred in performing the City's obligations under this agreement within 30 calendar days after award. Upon receipt of this statement of costs, the estimated total cost to be paid by the Government shall be revised accordingly.

(b) It is agreed that all change order work will be considered as contingency items. It is also agreed that the maximum liability of the Government for contingencies shall be 10% of the bid award amount. This limitation may be amended upon the concurrence of both parties and execution of a written modification to this agreement. The Government reserves the right to review and approve all change orders greater than \$25,000., to ensure that such work is necessary and would benefit the Government.

ARTICLE 6. PAYMENTS

(a) Within 30 days of the execution of this Agreement by the parties and upon the receipt of invoice submitted by the City, the Government shall pay to the City seventy thousand dollars (\$70,000) as its estimated pro-rata share of the costs associated with the preparation of the design documents, environmental documents and easement descriptions.

(b) After construction bid award and within 30 days of the receipt of invoice submitted by City, the Government shall pay the invoiced amount which shall include its prorata share of the entire bid award amount and all costs incurred by the City to the bid date, including those costs incurred for the preparation of the design documents, environmental documents and easement descriptions prior to the execution of this agreement less the amount paid under Article 6(a). The costs shall be broken down by category of work.

(c) After completion and acceptance of the Project a final determination of the proration of the costs shall be made and within 30 days of receipt of invoice submitted by City, the Government shall pay the invoiced amount which shall include its share of all costs incurred by the City after the bid date including the costs of any change order work.

(d) No subcontract entered into pursuant to the agreement may provide for payment on a cost-plus-a-percentage-of-costs-basis.

ARTICLE 7. OWNERSHIP OF THE PROJECT

Notwithstanding the payment by the Government of its pro-rata share of the costs of the Project, that portion of the Project outside the boundaries of

McClellan Air Force Base shall be the property of the City and shall at all times during the term of this Agreement and thereafter, be owned and maintained by the City at the City's expense and all taxes and other charges therewith shall be the obligation of the City.

ARTICLE 8. REVIEW, INSPECTION AND ACCEPTANCE

The Government shall have the right to review the design documents, inspect the work to be performed under the construction contract and to make final inspection upon completion of the construction contract, for determining the status of completion.

ARTICLE 9. RELEASE

Upon final payment as herein provided, the City agrees to release and save and hold the Government harmless from any and all causes of action, suits at law or equity, or claims or demands on account of any damages to lands and facilities or construction contractor claims stemming from construction of the Project and arising from or relating to the matter of the construction of the Project only. Both parties reserve the rights to any applicable defense which may arise due to the operation of the project.

ARTICLE 10. LEGAL REQUIREMENTS

Both parties shall observe and comply with all applicable federal, state and county laws and regulations.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last day and year written below.

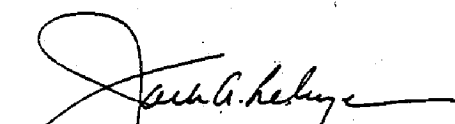
CITY OF SACRAMENTO  
by: \_\_\_\_\_

Date: \_\_\_\_\_

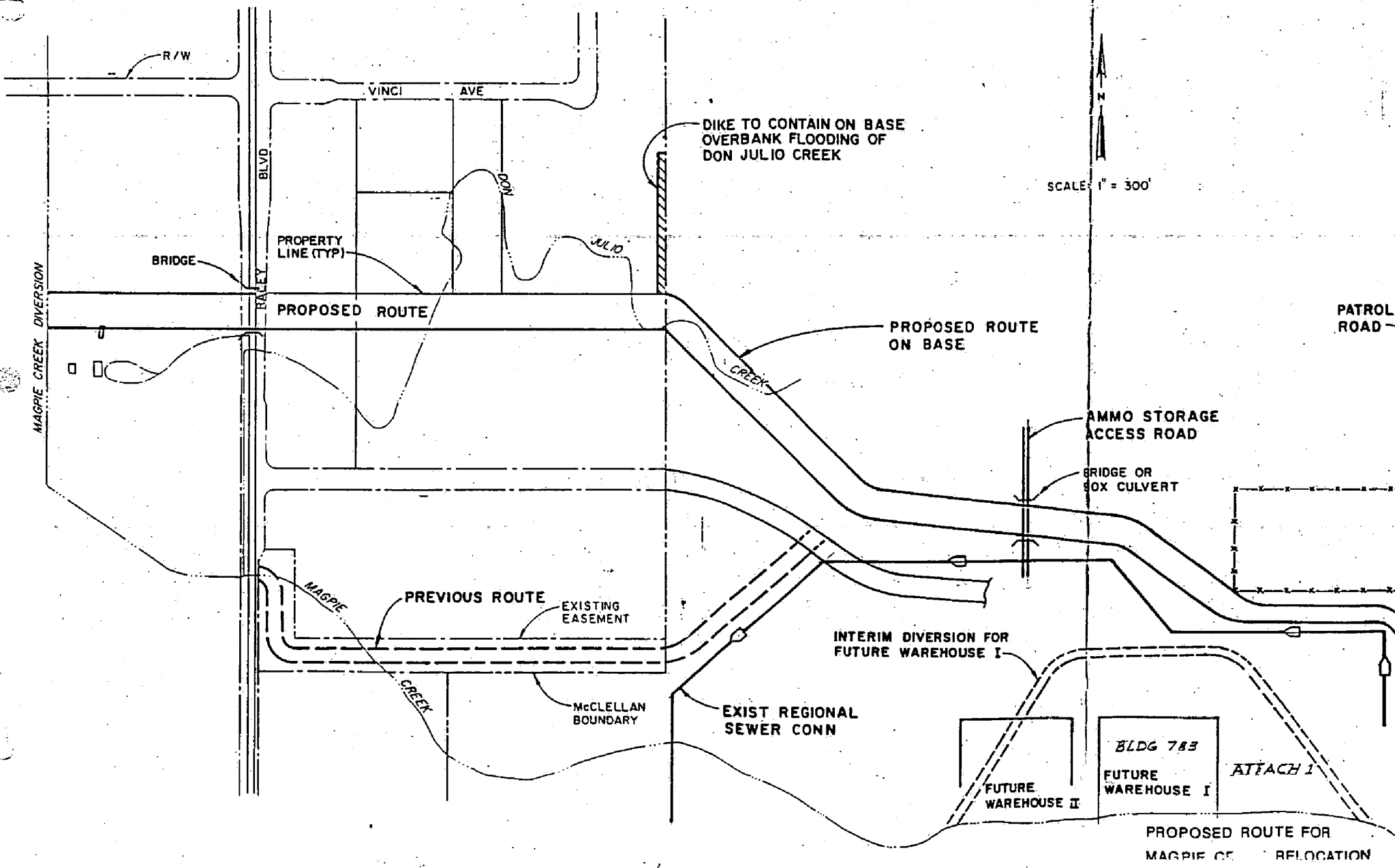
APPROVED AS TO FORM:

  
CITY ATTORNEY

UNITED STATES OF AMERICA  
by: \_\_\_\_\_

  
Colonel, Corps of Engineers  
District Engineer

Date: 12 Jan 1989



PROPOSED ROUTE FOR  
MAGPIE CREEK RELOCATION

ATTACH 1

Department: Public Works

PN/JN NO.: PN:2048

Division: Engineering

Proj. Name: Maggie Creek Diversion  
Construction

Location: Between Patrol Road  
(McClellan AFB) to  
Robla Creek

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

DEWANIE AND STOWELL CONSULTING ENGINEERS

(Consultant)

2000 O Street, Suite 200 Sacramento, CA 95814-5212

(Address) (City) (State) (Zip)

("Consultant"), who agree as follows:

- 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.
- 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.

AGR5-.E  
02.0289.1

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  
 CONSULTING ENGINEERS

CONSULTANT: DEWANTE AND STOWELL

CITY:

\_\_\_\_\_  
 WALTER J. SLIPE

\_\_\_\_\_  
 CITY MANAGER  
 (Title)

APPROVED AS TO FORM:

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

ATTEST:

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

*DeWante*  
 \_\_\_\_\_  
~~CITY MANAGER~~

*President*  
 \_\_\_\_\_  
 Project Manager  
 (Consultant Title)

\_\_\_\_\_  
 2000 O Street, Suite 200  
 (Address)

\_\_\_\_\_  
 Sacramento, CA 95814-5212  
 (City/State/Zip)

*DeWante*  
  
*Stowell*

Attachments:  
 Exhibit A      Exhibit C  
 Exhibit B      Exhibit D

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICES TO BE PROVIDED

BY DEWANTE AND STOWELL CONSULTING ENGINEERS

1. Representatives:

The City Representative for this Agreement is:

Caroline Quinn	Associate Civil Engineer	(916) 449-5520
_____ (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:

Randy Dewante	Principal in Charge	(916) 447-3261
_____ (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: Caroline Quinn

2. Services to be provided are specified below:

See attached Exhibit "E".

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH DEWANTE AND STOWELL CONSULTING ENGINEERS

FEE SCHEDULE / MANNER OF PAYMENT

City shall pay Consultant for actual hours worked and expenses related to this project, a sum total not to exceed \$185,040, for services described in Exhibit A. Attached is the rate schedule that will apply to this work:

Cost breakdown for engineering services:

I. Design of Channel From Patrol Road to AFB Boundary

Dewante and Stowell Cost	\$28,278
Structural Engineering Subcontract	19,000
Geotechnical/Engineering Subcontract	4,700
-----	
	\$51,978

II. Design of Channel From AFB Boundary to Existing Channel:

Dewante and Stowell Cost	\$16,988
Structural Engineering Subcontract	30,000
Geotechnical/Engineering Subcontract	7,500
-----	
	\$54,488

III. Design of Channel From New Channel to Assessment District Boundary:

Dewante and Stowell Cost	\$ 9,362
Structural Engineering Subcontract	-0-
Geotechnical/Engineering Subcontract	750
-----	
	\$10,112

IV. Design of Channel from Assessment District Boundary to Robla Creek:

Dewante and Stowell Cost	\$32,962
Structural Engineering Subcontract	15,000
Geotechnical/Engineering Subcontract	3,500
-----	
	\$51,462

V. Raley Boulevard Widening

Civil Engineering Subcontract

40,682

TOTAL FEE: \$208,722

Billings shall provide breakdowns to separate costs associated with the following items of work:

1. Improvements on McClellan Air Force Base property.
2. Improvements associated with the Magpie Creek Diversion Project.
3. Raley Boulevard Bridge.
4. Raley Boulevard Widening.

LIST OF DELIVERABLES:

A. Consultant shall prepare a Critical Path Management (CPM) Schedule for the project and shall monitor progress and submit updated schedules to the City at a minimum of monthly intervals throughout the duration of the project.

B. 50% SUBMITTAL

1. Plan and Profile Sheets for Magpie Creek Channel Improvements. Plans shall include preliminary details; in particular, proposed treatment of structure required at the AFB boundary.
2. Plan and Profile Sheets for Raley Boulevard Reconstruction.
3. Preliminary Plan and Profile for the Raley Boulevard Bridge.
4. Geotechnical Analysis Report.
5. Right-of-Way Exhibits and Description in City format.
6. Preliminary Title Reports for required Right-of-Way/Easements.
7. Preliminary Costs Estimates.
8. Preliminary Specifications.
9. Completed Permit Applications.
10. Documentation for CLOMR.

C. 90% SUBMITTAL

90% Plans, Specifications, and Estimates for the entire Project.

7

D. 100% SUBMITTAL

100% Plans, Specifications and Estimates for the entire Project.

Request for payment shall be sent to:

City of Sacramento  
Department of Public Works  
Engineering Division  
927 - 10th Street, Room 300  
Sacramento, CA 95814  
Attn: Caroline Quinn

Ref: \_\_\_\_\_

EXHIBIT C

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT  
WITH DEWANTE AND STOWELL CONSULTING ENGINEERS

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:

N/A

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 resulting from negligent acts arising out of the performance of this contract by Consultant. 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): \$1,000,000 combined single limit per occurrence.

7

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 Best's' rating of no less than A:VII. 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.

CQ:vr  
AGRS-06.E  
02.0289.1

March 13, 1989

EXHIBIT E

Proposed Scope of Work

Introduction

This scope of work is for the engineering design and production of final plans and specifications for the Magpie Creek Diversion Project from the mouth at Robla Creek in the City of Sacramento to Patrol Road on McClellan AFB. Preliminary design of that portion of the project from the mouth to the AFB boundary is already under contract to Dewante and Stowell (D&S). The scope of work covers all items necessary for production of final plans and specifications, including some items that are part of the original D&S contract. The cost estimate for engineering services accurately accounts for the incremental cost between the preliminary design and final plans and specs.

The scope of work is based on developing the preliminary design described in Notice Of Preparation for the EIR for the Magpie Creek Diversion Project into a final design. The design work has been divided into four sections as outlined below:

- a. Patrol Road to the McClellan AFB boundary.
- b. The McClellan AFB boundary to the existing Magpie Creek Diversion Channel.
- c. Junction of new channel from item (b) and existing Magpie Creek Diversion Channel to western boundary of the Robla Viejo Assessment District.
- d. Western boundary of Robla Viejo Assessment District to the confluence of the Magpie Creek Diversion and Robla Creek.

The design and preparation of construction documents and cost estimates will provide for two construction phases. Phase I construction shall be from Patrol Road on the AFB to a suitable location along the existing channel at the assessment district boundary.

Project Description

The items to be designed for each of the four sections listed above are described in the following paragraphs.

A. Patrol Road to the boundary of McClellan AFB

Preliminary design for this section of the project is not part of the present D&S contract. Magpie Creek will be diverted just west of the existing bridge of patrol road into a new channel running north and east to the base

boundary. The section consists of approximately 3700 feet of open channel. Approximately 1350 feet will be a concrete lined channel trapezoidal channel with a bottom width of about 25 feet, with the remainder an unlined trapezoidal channel with a bottom width of about 80 feet. The unlined channel will have a concrete "V" shaped low flow channel about 10 feet wide.

Construction documents shall include provisions for filling in, grading, and reseeded of existing temporary diversion of Magpie Creek for Building 783.

An access road for the AFB Ammunition Storage area north of the channel will cross the channel within the 80 ft wide section. The channel will cross under the access road in a culvert, anticipated to be a multiple box culvert, although other design options will be explored. The culvert will also require headwalls and may require wingwalls and/or a transition channel with erosion protection on either end.

Just to the east of the AFB boundary the new channel will confluence with Don Julio Creek. The channel junction will be designed to minimize erosion at high flows and provide direct connection between the existing Don Julio Channel and the low flow portion of the new channel.

At the AFB boundary a special structure will be required to provide base security, while maintaining 100-year flow capacity. Several alternatives will be investigated including:

1. Culverts with flap gates
2. Inverted Siphons
3. Fencing protected by bar screens.

Some utilities in the vicinity of Patrol Road may require relocation or special design consideration to protect in place.

#### B. McClellan AFB Boundary to Existing Channel

Preliminary design for the channel portion of this section of the project is a part of the present D&S contract. The on-base diversion of Magpie Creek from Item (A) will be continued west in a new channel from the base boundary to the existing Magpie Creek Diversion Channel. The section consists of approximately 2100 feet of open channel. The unlined trapezoidal channel will have a bottom width of about 70 feet. The channel will have a concrete "V" shaped low flow channel about 10 feet wide.

A bridge will be built to allow Raley Boulevard to span the new channel. Two detailed designs will be produced under this scope of work: an initial bridge with two lanes; and a second set of plans and specifications to increase the number of lanes to six in the future. Design of the bridge approaches from the existing Raley Boulevard road surface to the bridge is also required.

A berm running parallel to the AFB boundary north of the channel will be designed to contain on base over-bank flooding from Don Julio Creek and force the flow back into the channel.

It is not anticipated that any utilities will require relocation or special design consideration in this section of channel.

C. Existing Channel to Assessment District Western Boundary

Preliminary design for the channel portion of this section of the project is a part of the present D&S contract. The existing Magpie Creek Diversion Channel will be widened and deepened from the Junction with the new channel from item (B) to the western boundary to the Robla Viejo Assessment District. The section consists of approximately 1200 feet of open channel. The unlined trapezoidal channel will have a bottom width of about 50 feet. The unlined section will have a concrete "V" shaped low flow channel about 10 feet wide.

The existing bridge over the Magpie Creek Diversion Channel at Vinci Avenue will be demolished. It may be replaced by a new bridge at a later date, but the new bridge is not part of this scope of work.

It is not anticipated that any utilities will require relocation or special design consideration in this section of channel.

D. Assessment District Boundary to Mouth at Robla Creek

Preliminary design for the channel portion of this section of the project is a part of the present D&S contract. The existing Magpie Creek Diversion Channel will be widened and deepened from the Junction with the new channel from the western boundary to the Robla Viejo Assessment District to the confluence with Robla Creek. The section consists of approximately 4800 feet of open channel. The unlined trapezoidal channel will have a bottom width of about 50 feet. The channel will have a concrete "V" shaped low flow channel about 10 feet wide.

The existing bridge at Dry Creek Road will be modified to improve the flow capacity. The anticipated design will involve changing the current trapezoidal cross-section to a rectangular cross-section.

Levees will be required on both sides for a portion of the channel downstream of Dry Creek Road. These levees will be designed to meet FEMA criteria.

Existing utilities in Dry Creek Road may require relocation or special design consideration to protect in place.

A right-of-way analysis is part of the current preliminary design analysis. The development of the final right-of-way descriptions will be part of this scope of work for final design.

## Scope of Work

The scope of work to prepare final plans and specifications for the above project(s) includes the following items:

- A. Channel design.
- B. Structural design of bridges and/or culverts.
- C. Design of Raley Boulevard improvements per the attached proposal.
- D. Geotechnical analyses for channel and structure design.
- E. Right-of-way determination and descriptions, prepared in City format for legal proceedings.
- F. Preparation of plans and specifications.
- G. Construction cost estimate.
- H. Permit preparation and processing.
- I. Provide technical data for and obtain a CLOMR from FEMA for Phase I construction.
- H. Progress and coordination meetings.
- I. Administration.

These items are discussed in more detail in the following paragraphs.

### Channel Design

Channel design will be based on the preliminary plans developed as part of the current contract. Final channel design will be checked at various flows, including 100-year, using the HEC-2 program to determine hydraulic grade line and check velocities for exceptionally high or low values. Erosion protection upstream or downstream of structures and at channel bends will be addressed. Bank stability will be addressed.

### Structural Design

The recommended structural subcontractor is Cole, Yee and Schubert. Design and specifications for the structures will be prepared. Structural calculations will be provided to the City for review.

### Geotechnical Investigations

The recommended geotechnical contractor is Herzog and Associates. It is anticipated that geotechnical investigations will include approximately 9 borings, ranging from 20 to 40 feet in depth. Borings will be concentrated at the Raley Boulevard Bridge and the Box Culvert on the AFB. Other borings will be along the proposed channel alignment at the AFB Boundary, Don Julio Creek, and near the mouth of the Magpie Creek Diversion in the Dry Creek Flood Plain.

### Right-of-way Determination and Description Preparation

Final right-of-way requirements will be determined based on final channel design. A right-of-way acquisition exhibit indicating all of the project right-of-way requirements will be prepared. Legal descriptions of the rights-of-way and areas to be taken from each affected parcel will be determined. Similar computations and documentation will be prepared for permanent and temporary easements required for the project.

### Preparation of Plans and Specifications

Plans will be prepared on standard 22 in by 34 inch drawing sheets. Specifications will be prepared in CSI format with standard City of Sacramento General and Special Conditions.

### Construction Cost Estimate

A cost estimate for the construction cost of the project to be bid under the final plans and specifications will be developed. The cost estimate will not include right-of-way costs. The cost estimate will be broken down into various elements including, but not limited to: discrete channel portions, structures, levees, and utility relocations. The cost estimate shall be at the estimated ENR-CCI for the bid opening date.

### Permit Preparation and Processing

Any permits that the City must obtain from other agencies will be prepared and processed under this item. The preparation of information necessary for most required permits, particularly the COE 404 permit, are included in the current contract.

### Progress and Coordination Meetings

Meetings will be held with City Staff and others, particularly permitting agencies, as necessary to keep the City and others informed of project progress and resolve conflicts.

### Administration

The project manager and executive engineer will be responsible for ensuring that the project schedule is adhered to. They will also be responsible for preparing, verifying and submitting bills to the City.

February 24, 1989



MORTON & PITALO, INC.  
Civil Engineering, Planning, Surveying  
1430 Alhambra Blvd., Suite 200  
Sacramento, Ca. 95816  
916/454-9600

D&S  
FEB 21 1989

Dewante and Stowell  
2000 O Street, Suite 200  
Sacramento, CA 95814-5212

Attention: Mike Proctor

SUBJECT: RALEY BOULEVARD

Gentlemen:

We are pleased to submit this proposal to provide the road design for Raley Boulevard, which will be designed with one through lane in each direction and a center turn lane, with roadside ditches, from Bell Avenue, northerly to the City limits at Ascot Avenue, a distance of approximately 8,800 feet.

It is our understanding that the design will be completed for the entire route, with the first phase of construction to be between Main Avenue and Vinci Street. Preliminary design will be prepared for the ultimate 110' section with curb, gutter and sidewalk, however, the scope of work under this contract will be for the construction of a three-lane road within the existing 60' right-of-way. It is our understanding that no right-of-way will be acquired for this project, street lights will not be designed, and roadside ditches will be utilized for drainage, and an underground system of pipes and curb inlets will not be designed or constructed.

We will prepare the plans and specifications for bidding, coordinate the design with the City Traffic Engineering Division, and prepare a signing and striping plan in conformance with the City Traffic Engineer's requirements. We will provide the following:

- 1) Topographic surveys to cross section the Raley Boulevard and the intersecting streets.
- 2) A control diagram.
- 3) Design of the intersections.
- 4) Design of the entire length of roadway and plans for bidding the initial phase of construction from Main Avenue to Vinci Street.
- 5) Roadside ditch system and culvert crossings for the major drainage crossings of Raley Boulevard.
- 6) Technical specifications for the roadway project in conformance with the City of Sacramento standards, which will be included in your drainage project bid specifications.
- 7) Soils testing, core samples and deflection testing, utilizing the Binkleman Beam, will be provided by Wallace, Kuhl & Associates, as it appears that portions of the existing pavement may be retained.

The above-described services will be provided for the maximum fees listed below on a time-and-materials basis, based upon our current hourly rate schedule. Our proposal does not include an EIR or initial study for the specific roadway project, or design of an extension of water mains and sewer laterals within Raley Boulevard.

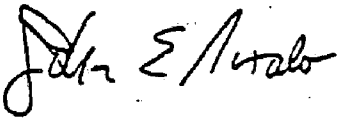
FEE SCHEDULE

A.	Topographic Survey	\$7,482	
B.	Control Diagram, Roadway Design, Signing and Striping Diagram, Cost Estimate and Specifications	\$27,900	
C.	Soils Engineering, Testing and Pavement Design	\$5,300	40682

We look forward to working with you on this project. Should you have any questions, please do not hesitate to contact our office.

Very truly yours,

MORTON & PITALO, INC.



John E. Pitalo, P.E.

JEP/rb

**CITY OF SACRAMENTO  
CERTIFICATE OF INSURANCE**

This is to certify to the CITY OF SACRAMENTO that the insurance policies listed below have been issued to the named insured and are in force at this time.

NAMED INSURED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

DESCRIPTION OF CONTRACT: \_\_\_\_\_

TYPE OF INSURANCE	INSURER AND POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY	
			Each Occurrence	Aggregate
<b>GENERAL LIABILITY</b> <input type="checkbox"/> Comprehensive General <input type="checkbox"/> Liquor Liability <input type="checkbox"/> Contractual <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage			BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____ DEDUCTIBLE \$ _____	
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Owned, Non-Owned and Hired Automobiles			BODILY INJURY (EACH PERSON) \$ _____ BODILY INJURY (EACH ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____ BODILY INJURY AND PROPERTY DAMAGE COMBINED \$ _____	
<input checked="" type="checkbox"/> <b>UMBRELLA LIABILITY</b> <input type="checkbox"/> Umbrella/Excess Liability			SINGLE LIMIT \$ _____ SELF-INSURED RETENTION \$ _____	
<input type="checkbox"/> <b>WORKERS' COMPENSATION</b> <input type="checkbox"/> Workers' Compensation and Employers Liability			EMPLOYERS LIABILITY LIMIT \$ _____	
<input type="checkbox"/> <b>FIRE</b> <input type="checkbox"/> Fire & Extended Coverage Perils			AMOUNT OF INSURANCE \$ _____	
<input type="checkbox"/> <b>MISCELLANEOUS COVERAGES</b> <input type="checkbox"/> Aircraft Liability (including passenger injuries) <input type="checkbox"/> Garagekeepers Legal Liability <input type="checkbox"/> Watercraft Liability <input type="checkbox"/> Professional Liability			BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ AMOUNT OF INSURANCE \$ _____ BODILY INJURY \$ _____ PROPERTY DAMAGE \$ _____ AMOUNT OF INSURANCE \$ _____	
<input type="checkbox"/> <b>OTHER COVERAGE</b> (Indicate)				

ON FILE RISK MGT.

**FOLLOWING PROVISIONS APPLY:**

None of the above described coverages will be cancelled, reduced or non-renewed until after 30 days written notice has been given to the Risk Management Manager, City of Sacramento.

The City of Sacramento, its officials, agents and employees are named on all liability policies described above (except professional liability policies) as additional insureds as respects all operations performed for the City of Sacramento by or on behalf of the named insured.

The above policies include a severability of interests clause.

Any liability insurance maintained by the City of Sacramento will apply only in excess of the liability insurance coverages and limits described above.

DATE ISSUED: \_\_\_\_\_  
 AUTHORIZED REPRESENTATIVE OF INSURANCE CO. \_\_\_\_\_

\_\_\_\_\_  
 (Title)  
 \_\_\_\_\_  
 Address  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Phone