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DEPARTMENT OF  
PLANNING AND DEVELOPMENT

CITY OF SACRAMENTO  
CALIFORNIA

1231 I STREET  
SACRAMENTO, CA

ADMINISTRATION  
ROOM 300, 95814-2987  
(916) 264-5571  
FAX (916) 264-7185  
BUILDING INSPECTIONS  
ROOM 200, 95814-2998  
(916) 264-5716  
FAX (916) 264-7046  
ECONOMIC DEVELOPMENT  
ROOM 300, 95814-2987  
(916) 264-7223  
ENVIRONMENTAL SERVICES  
ROOM 301, 95814-3982  
(916) 264-7037  
PLANNING  
ROOM 200, 95814-2998  
(916) 264-5381

812 TENTH STREET  
SACRAMENTO, CA 95814-2694  
NEIGHBORHOOD SERVICES  
(916) 264-5948  
FAX (916) 264-7722

APPROVED  
BY THE CITY COUNCIL

MAY 05 1992

OFFICE OF THE  
CITY CLERK

AG 92-066

April 20, 1992

CITY COUNCIL  
SACRAMENTO, CALIFORNIA

HONORABLE MEMBERS IN SESSION:

**SUBJECT: CONSULTANT SERVICES CONTRACT BETWEEN THE CITY AND JHK AND ASSOCIATES FOR THE METHODIST RETAIL CENTER DEIR TRANSPORTATION ANALYSIS (P90-055) IN THE AMOUNT OF \$30,000.**

LOCATION AND COUNCIL DISTRICT:

District 8

SUMMARY:

The City's Environmental Services Division is seeking to enter into a contract for consultant services with JHK and Associates for a Transportation/Circulation Analysis to be conducted for the Methodist Retail Center Environmental Impact Report (EIR) (Exhibit 1). The total amount for this contract is \$30,000.

COMMITTEE/COMMISSION ACTION

None.

## **STAFF RECOMMENDATION**

It is recommended that the City Council adopt the attached resolution authorizing the \$30,000 contract with JHK and Associates for the Methodist Retail Center Transportation/Circulation Analysis.

## **BACKGROUND**

The Methodist Retail Center proposal is located in the South Sacramento area of the City of Sacramento (Exhibit 2). The project site is located within the South Sacramento Community Plan area and consists of 29± acres at the northwest of the intersection at Consumnes River College Boulevard and U.S. 99. The site is bounded by the Union House Creek to the west, U.S. 99 to the east, Strawberry Creek to the south, and the Methodist Hospital Planned Unit Development (PUD) to the north.

The project involves the development of retail shops, restaurants, a hotel, a child care facility, a health club, and other similar uses and services on the 29± acre site. The total building square footage for this project is 352,000 gross square feet, including 220,000 square feet of retail space and day care, 12,000 square feet for two restaurants, and 120,000 square feet for a 160-room hotel. The project consists of 13 separate structures with an average building height of one-story with a maximum of six-stories (hotel). A total of 1,290 parking spaces have been proposed for the site. The total number of parking spaces required is 1,160.

The proposed square footage for the project site would increase traffic in this area of South Sacramento. The project site has a Sacramento General Plan Update designation of Community/Neighborhood Commercial and Office. A 261,000 square foot structure would be developed if the site were builtout given square footage assumptions in the Sacramento General Plan Update. The proposed project's increased intensity of 91,000 square feet would result in traffic impacts not previously analyzed. A Transportation/Circulation Analysis addressing traffic related impacts associated with the increased project square footage and EIR alternatives was identified in the Notice of Preparation circulated for public review on November 15, 1991.

## **FINANCIAL CONSIDERATIONS**

The total contract work with JHK and Associates for the Methodist Retail Center EIR Transportation/Circulation Analysis is \$30,000. This fee will cover the \$25,120 estimated cost for the transportation/circulation tasks identified in Exhibit 1. An additional \$4,880 has been added as a contingency that will allow for Response to Comments as part of the Final Environmental Impact Report. Adequate funds are available in the Methodist Retail Center budget to cover these costs.

JHK and Associates has conducted transportation/circulation analysis' previously in the South Sacramento Area. Their work on the Route 99 Study for the State Department of Transportation, the County of Sacramento's Special Study Area, and the City's Calvine

Interchange DEIR has provided them with the existing base knowledge that would allow for timeliness and cost savings.

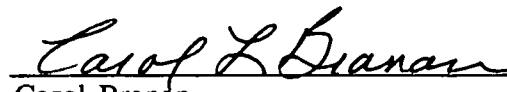
**POLICY CONSIDERATIONS**


It is existing City policy to use outside consultants to prepare Transportation/Circulation studies for Environmental Impact Reports. The work and cost associated with the amended contract has been reviewed by staff and determined to be reasonable.

**MBE/WBE**

JHK and Associates is not a MBE/WBE vendor.

Respectfully submitted,

  
\_\_\_\_\_  
Carol Branán  
Environmental Service Manager

  
\_\_\_\_\_  
Dianne Guzman, AICP  
Director, Planning and Development

**RECOMMENDATION APPROVED:**

  
\_\_\_\_\_  
Walter J. Slipe  
City Manager

Contact for more information:  
Joe Broadhead, Associate Planner  
264-7037

For City Council Meeting of:  
May 5, 1992

**RESOLUTION NO. 52-306**

ADOPTED BY THE SACRAMENTO CITY COUNCIL

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

**A RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT FOR PROFESSIONAL SERVICES AGREEMENT WITH JHK AND ASSOCIATES TO PREPARE A TRANSPORTATION/CIRCULATION ANALYSIS FOR THE METHODIST RETAIL CENTER DRAFT ENVIRONMENTAL IMPACT REPORT (P90-055)**

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

1. The City Manager and City Clerk are hereby authorized and directed to execute on behalf of the City of Sacramento, City Agreement \_\_\_\_\_ with JHK and Associates to prepare the Transportation/Circulation Analysis for the Methodist Retail Center Draft Environmental Impact Report. Said contract shall not exceed \$30,000 and shall be paid by Valley Health Care Corporation.

\_\_\_\_\_  
MAYOR

ATTEST

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

**APPROVED**  
BY THE CITY COUNCIL

MAY 05 1992

OFFICE OF THE  
CITY CLERK

**FOR CITY CLERK USE ONLY**

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

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

EXHIBIT 1

A6 92-066

Department: PLANNING AND DEVELOPMENT

Division: ENVIRONMENTAL SERVICES

PN/P#: Methodist Retail Center (P90-055)

Coordinator: Joseph Broadhead

CITY OF SACRAMENTO

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of May 5, 1992, by and between the CITY OF SACRAMENTO, municipal corporation ("CITY") and

JHK and Associates  
(Consultant)

1001 G Street, Suite 100, Sacramento, CA 95814  
(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.
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:

CONSULTANT:

\_\_\_\_\_  
CITY MANAGER

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

APPROVED AS TO FORM:

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

ATTEST:

Attachments:  
Exhibit A Exhibit C  
Exhibit B Exhibit D

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

EXHIBIT A

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

REPRESENTATIVES AND SERVICE TO BE PROVIDED

BY JHK and ASSOCIATES

1. Representatives:

The CITY Representative for this Agreement is:

Dianne Guzman      Director      (916) 264-5575  
(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:

Michael F. Holling      Senior Transportation Engineer      (916) 447-3171  
(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  
Planning and Development Department  
1231 "I" Street, Room 301  
Sacramento, CA 95814  
Attn: Carol Branan

2. Services to be provided are specified below:

Title: Distribution Traffic Modeling for the Methodist Retail Center (P90-055).

Scope of Work Overview

Subject to the terms and conditions set forth herein, CONSULTANT shall provide services and a work product done in compliance with the California Environmental Quality Act (CEQA), the guidelines for implementation of CEQA and the local regulations of the CITY.

Schedule

Tasks shall be completed within the time span indicated in Table 1.

(6)

**SCOPE OF WORK**  
**TRANSPORTATION ANALYSIS FOR THE METHODIST RETAIL CENTER EIR**

Conditions:

The City Transportation Engineering staff will review and approve the roadway network plan and any other assumptions for the study area prior to preparing any traffic analysis for average daily traffic (ADT), A.M. and P.M. peak hour traffic, and levels of service (LOS) calculations.

Tasks:

1. Obtain relevant traffic data and transit operations data from the City of Sacramento, Regional Transit, CalTrans, and any other agencies as needed. Any data found, upon review and approval by City Transportation Engineering staff, may be incorporated as part of the report. Other data, as necessary, shall be developed by the consultant.
2. Using data as gathered in Task 1, document *existing* A.M. and P.M. peak hour turn movement volumes, and LOS, at no fewer than the following intersections:
  - Bruceville Road and Highway 99 Ramps
  - Cosumnes River Boulevard and Highway 99 Ramps
  - Bruceville Road and Timberlake Way
  - Bruceville Road and Cosumnes River Boulevard

As part of this task, the Cosumnes River Boulevard EIR (December 1991), and peak hour traffic work conducted by TJKM shall be used.

- 3a. Using nationally accepted standards (ITE Trip Generation Manual, 5th Edition), estimate the proposed project's trip generation. Compare the proposed project's trip generation with existing trip generation. *Project* A.M. and P.M. peak hour turn movement volumes, ADT, LOS, and project related trip distribution at existing and proposed intersections identified below.<sup>1</sup>
  - Mack Road and Highway 99 Ramps
  - Cosumnes River Boulevard and Highway 99 Ramps
  - Bruceville Road and Timberlake Way
  - Bruceville Road and Cosumnes River Boulevard
  - Center Parkway and Cosumnes River Boulevard
  - Franklin Road and Cosumnes River Boulevard

Complete all projections for each alternative, within the following scenarios as defined and approved by the Environmental Services Division (ESD):

- (AB) Office
- (AC) Shopping Center - Reduced Square Footage
- (AD) Retail Center/Multi-Family
- (AE) MRD/Residential/Multi-Family
- (AF) Medium Density Residential

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<sup>1</sup>Note that some of these are currently existing but are scheduled for reconstruction.



**Scenarios:**

- Existing
- Existing plus project
- Cumulative
- Cumulative plus project

- 3b. 2 weeks after study start date, present a summarization of Task 2, and 3 data to the City of Sacramento, Environmental Services Division, for use in development of an air quality assessment.
4. In accordance with the California Environmental Quality Act (CEQA), recommend feasible mitigation measures for any significantly (as defined by ESD) impacted intersections and/or freeway on and off-ramps. Evaluate the feasibility of all mitigation measures, including operational and right-of-way constraints. Briefly identify and describe those mitigation measures with potential to result in additional significant effects.
5. Evaluate all pedestrian, automotive, and bicycle site access points for external and internal site circulation safety. Identify internal site circulation characteristics with potential to impact off-site circulation patterns. Include as part of analysis an assessment of potential for project associated vehicle stacking within adjacent City streets. Identify feasible mitigation measures for any significant impacts. Briefly identify and describe those mitigation measures with potential to result in additional significant effects.
6. Evaluate and compare proposed parking supply with the City of Sacramento Zoning Ordinance requirements. Document any discrepancies, and recommend feasible mitigation measures.
7. Incorporating information gathered from Tasks 1 through 6, prepare a Traffic Report that documents all analysis, assumptions, findings, impacts, and mitigations; cite all references and personal comments. Report shall include a technical appendix containing all background data (i.e., traffic counts, calculation forms, etc.). Finally, include the following:

Map(s) of:

- Land Use, site, and study area boundaries
- Existing and proposed site uses
- Existing and relevant land uses within study area boundaries
- Existing and proposed roadways and intersections in the study area

Table(s) comparing existing LOS and V/C ratios with scenario LOS and V/C ratios as indicated in Task 3.

Figure(s) showing intersection turn movements, trip distribution, and peak period or hour volumes.

8. One (1) unbound copy of an Administrative Draft report shall be submitted no later than 4 weeks from original start date. City staff will review and return the administrative draft within two weeks. Consultant will review and incorporate staff comments into Draft EIR traffic report.
9. Attendance at three staff meetings to discuss preparation, development, and results of work conducted as part of this contract.

TABLE 1

Task 1 - Following receipt of a signed consulting agreement or contract and within 8 weeks from receipt of a written official notice to proceed.

EXHIBIT B

CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT

WITH JHK and ASSOCIATES

FEE SCHEDULE/MANNER OF PAYMENT

1. The CITY shall pay CONSULTANT a total sum not-to-exceed \$25,120.00 for services pursuant to the Agreement. Payment shall be limited to a maximum of 75 percent of the cost estimated for the study until such time as the study is completed. Payment beyond 75 percent will be made after acceptance of the completed study. CONSULTANT shall submit monthly progress reports along with an itemization of time, material, and other expenditures by an invoice, and shall also tabulate total staff hours and costs for the current billing period, as well as accumulative totals of hours and costs to date.
2. Compensation for labor shall be made in accordance with the following hourly rate schedule. Employees identified in the CONSULTANT'S proposal by classification shall not be replaced or moved to a higher payment classification without prior approval of the CITY.

<u>Professional Classification</u>	<u>Rate</u>
Senior Engineer	\$31.00
Transportation Engineer	\$21.00
Clerical/Graphics	\$15.00

3. In addition to professional fees identified in Section 2 of this Exhibit, the CITY will reimburse the CONSULTANT for direct costs set forth below:
  - A. Subcontractors: None
  - B. Other Direct Costs: None
4. Manner of Payment. The CONSULTANT shall submit invoices to the CITY at intervals no more frequently than monthly. These invoices shall clearly identify all billable services as identified in Section 2 and 3 of this Exhibit; including an itemization of: employee name, title, hourly rate and hours billed. Direct expenditure will be identified in relation to the schedule established in Section 2 of this Exhibit. Total accumulated expenses for each task will also be identified. Payment will not be made for invoices that do not have this supporting information or for expenditures not expressly identified in Section 2 and 3 of this Exhibit.

Request for payment shall be sent to:

City of Sacramento  
Planning and Development Department  
1231 "I" Street, Room 301  
Sacramento, CA 95814  
Attn: Michelle Basurto  
Ref: PN/P#: METHODIST RETAIL CENTER, P90-055

5. The CONSULTANT shall retain payroll, employee time distribution and payment information that supports the submitted invoices and shall allow the CITY access to these records at the CITY'S request.
6. If the application is withdrawn by the applicant, the CITY shall provide the CONSULTANT with a written stop work notice. Upon receipt of such notice, the CONSULTANT shall immediately halt its activities pertaining to the subject project. The CITY will only reimburse reasonable (as determined by the CITY) project "winddown" costs incurred after the receipt of the stop work notice.
7. CONSULTANT shall notify the CITY immediately if it or any of its employees or subcontractors has a financial interest in the project, or has any other financial interest in concert with any proponent of the project.

EXHIBIT C  
CONSULTANT AND PROFESSIONAL SERVICES AGREEMENT  
WITH JHK and 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 the Agreement any license, 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 the 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 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 judgement 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. Remedy on Breach. In the event that Consultant shall breach, or fail to execute in good faith, any of the terms or conditions of this agreement, and should Consultant fail to cure such breach or failure within ten (10) calendar days after City gives written notice thereof, then City may terminate this agreement and complete the work to be accomplished hereunder for the account and at the expense of Consultant. Consultant shall be liable for any excess cost to City over the original contract price. In the event City completes the work, or causes the work to be completed, no sum shall be paid to Consultant until the work is complete. All costs of completion shall be deducted before any payment to Consultant is made. If the unexpended portion of the contract price is less than City's cost to complete, Consultant shall pay City a sum equal to said difference on demand. The remedies contained in this section are cumulative and are in addition to all other rights of City pursuant to this agreement and at law or in equity.
- \*10. 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 or, or resulting from, directly or indirectly, the 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.
- \*(revised 1/89)
11. 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, marital 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 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.

12. 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>



Worker's Compensation & Employees' Liability	<u>  X  </u>	<u>      </u>
Professional Liability (Errors and Omissions)	<u>      </u>	<u>  X  </u>

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Service Office form number GL 0404 (Broad Form Comprehensive General Liability):
- (2) Insurance Service 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): \$   NA   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

(16)

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) Worker's Compensation and Employers' Liability Coverage

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, canceled, 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.

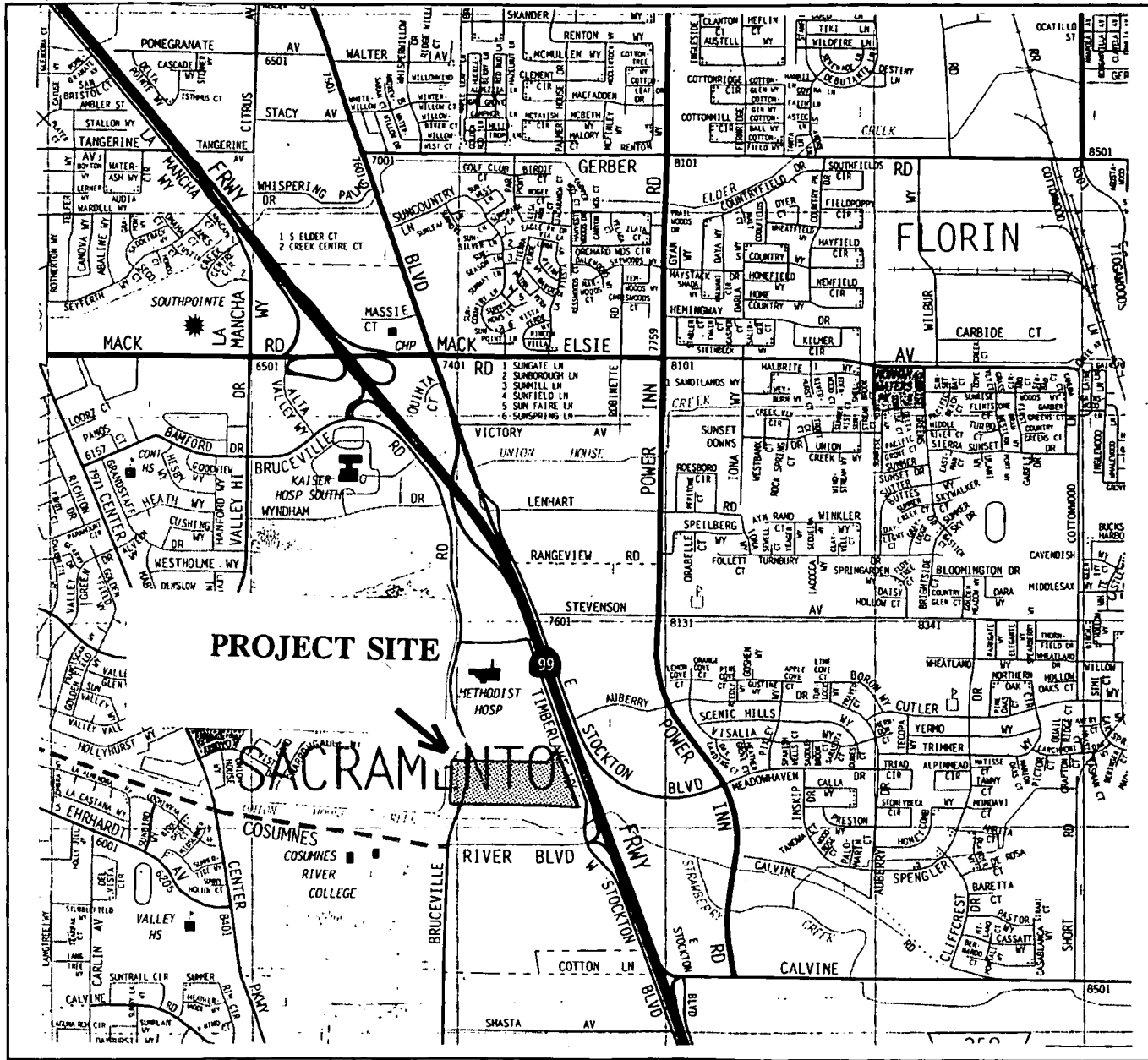
F. Verification of Coverage

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 prior to proceeding with services to be provided.

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.

13. Review of Work. The City reserves the right to review any submitted work and to determine, at the City's sole discretion, if the work is acceptable. If the City does not accept the work, it will be returned to the Consultant with a list of areas requiring further detail. Revision of unacceptable work shall not be construed as additional work and therefore shall not be compensated.
14. Agreement Amendments. If the Consultant services required to complete the work exceed the original scope of work upon which the cost estimate is based this agreement may be amended accordingly by mutual agreement of the City and Consultant.



Location Map

EXHIBIT 2

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