
File ID: 2025-00324

1/28/2025

Agreement: On-Call Concrete Repairs for Water Storage Structures [Published for 10-day Review on 1/16/2025]

File ID: 2025-00324

Location: Citywide

Recommendation: Accept and publish for review a **Motion** Authorizing the City Manager or City Manager's designee to execute the contract for On-Call Concrete Repairs for Water Storage Structures to DN Tanks for an amount not-to-exceed \$4,000,000 over a five-year term and continue to January 28, 2025, for approval.

Contact: Megan Thomas, Senior Engineer, (916) 808-1729, methomas@cityofsacramento.org; Michelle Carrey, Supervising Engineer, (916) 808-1438, mcarrey@cityofsacramento.org; Sherill Huun, Engineering & Water Resources Division Manager, (916) 808-1455, shuun@cityofsacramento.org; Pravani Vandeyar, Director, (916) 808-3765, pvandeyar@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Agreement

Description/Analysis

Issue Detail: Staff recommends Council approve an agreement with DN Tanks for an amount not-to-exceed \$4,000,000 for On-Call Concrete Repairs for Water Storage Structures services to assess and repair damages to concrete and associated structural steel of damaged critical water storage assets of DOU drinking water, sewer, and stormwater facilities.

Policy Considerations: City Council approval is required for all agreements of \$250,000 or more per City Code 3.56.090.

The Sacramento City Code Section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a 2/3 vote of the City Council, all labor agreements and all agreements greater than \$1,000,000 shall be made available to the public at least ten days prior to

council action. This item was published for 10-day review on January 16, 2025, in compliance with the City Code.

Economic Impacts: None.

Environmental Considerations: The proposed agreement for on-call concrete repairs for water storage structures has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301 of the CEQA Guidelines governing existing facilities, in that it meets the definition of restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety.

Sustainability: The proposed contracts are consistent with the 2040 General Plan PFS-3.5 to continue with the rehabilitation of existing treatment plant infrastructure to meet the needs of residents and businesses throughout the City.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: On September 24, 2024, a Request for Qualifications (RFQ) (Q25141111301) was advertised and issued on PlanetBids for concrete water storage structure assessment and repair services for the Department of Utilities various drinking water, sewer, and storm drainage assets. On the due date of October 14, 2024, four Statements of Qualifications (SOQs) were received from the following firms: Borrelli & Associates, Inc., DN Tanks, Pullman SST, Inc., and Toledo Industrial Coatings.

A three-member evaluation team that included two staff members from the DOU Engineering and Water Resources Division, and one staff member from the DOU Water Division, evaluated the proposals. Scores were based on a contractor's qualifications, means and methods approach to a typical repair example, familiarity of conducting structural repairs on water storage structures, availability of staff and equipment needed to complete various levels of work throughout the year, expertise, and experience. Scores were tabulated and totaled with the proposal from DN Tanks having the highest score.

Financial Considerations: The Funding for the first year of this agreement of approximately \$800,000 has been included in the approved Fiscal Year 2024/25 DOU CIP Budget. Funding for future fiscal years shall be subject to funding availability in the adopted budgets for the applicable fiscal year in an amount not to exceed \$4,000,000 over the five-year term. Purchase orders encumbering funds under this agreement will not be created until needs and funding are identified in the applicable budget (operating, capital, multi-operating, or grants).

There are no General Funds allocated or planned for this project.

Local Business Enterprise (LBE): DN Tanks is not an LBE. The minimum LBE participation requirement was waived by the Director of Utilities based on a determination that waiver is in the City's best interest due to the lack of qualified local vendor availability.

Background: The City has a large number of critical water storage assets that are constructed of concrete and structural steel including treatment process trains within the two drinking water treatment plants (Sacramento River Water Treatment Plant and E.A. Fairbairn Water Treatment Plant), concrete drinking water storage reservoirs, sump station vaults, emergency stormwater storage structures, and intake facilities.

Most concrete structural damage is identified during a finite inspection window due to daily operations of facilities and limited shut downs for maintenance and inspection. Most repairs needed require immediate attention in order to return the asset back into service in a timely manner. Damage of assets vary on severity but in all cases, damage will only worsen the longer it isn't addressed and further impact the useful life of the asset. An on-call contract allows for assessment and repair to coincide with planned maintenance, such as water treatment plant shutdown periods, thus ensuring a timely return of critical assets back into service. An on-call contract also provides the department with an expedited emergency response in the event of a critical failure.

Requested repair services may include (but are not limited to) the following:

- Assessment of damage and providing recommendations for repair
- Problem solving with DOU staff and material manufacturers/vendors for proper material application
- Reinforcement of structurally impacted rebar (loss of 50% or more of the steel)
- Power blasting softened concrete to a more structurally sound surface
- Cleaning surfaces from built-up debris and organics in order to prepare the surface for repair
- Filling in voids and smoothing surfaces of heavily exposed aggregate
- Build forms to match existing surfaces
- Installation of concrete repair and coating repairs (as applicable)
- Crack sealing of active systems as well as those that are able to be taken out-of-service
- Disinfection of drinking water structures
- Installation of filler and sealant material for expansion joints
- Building scaffolding as needed to safely complete repairs
- Dewatering, or providing support for rerouting water
- Removal of waste generated from the assessments and repairs
- Installation of cathodic protection systems onto rebar
- Excavations or clearing of earth cover
- Restoration of damaged landscaping

CONTRACT #: PRC003325
CONTRACT NAME: On-Call Concrete Repairs for Water Storage Structures
CONTRACT PROJECT #:
DEPARTMENT: Utilities
DIVISION: Water Maintenance

CITY OF SACRAMENTO
PROFESSIONAL SERVICES AGREEMENT*

THIS CONTRACT (“Contract” or “Agreement”) is made at Sacramento, California, by and between the **CITY OF SACRAMENTO**, a charter city and municipal corporation (“CITY”), and

DN Tanks, LLC.
351 Cypress Lane El Cajon, CA 92020
619-440-8181/matt.ford@dntanks.com

(“CONTRACTOR”), as of the Effective Date, as defined below.

The City and CONTRACTOR agree as follows:

1. **Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
2. **Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, Including Exhibit A (titled “Scope of Services”) and Exhibit B (titled “Payment”).

If there is a conflict between the terms and conditions of any document prepared or provided by the CONTRACTOR and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

3. **Services.** Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall provide to CITY the services described in Exhibit A (“Services”).

CONTRACTOR will not be compensated for services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) CONTRACTOR notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid CONTRACTOR.

CITY will have no obligations whatsoever under this Contract or any Supplemental Contract, unless and until this Contract or any Supplemental Contract is approved by the City as required

* This form is to be used for all professional services, except services performed by architects, landscape-architects, professional engineers, or professional land surveyors, or services related to a construction project.

by the Sacramento City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

4. **Payment.** CITY shall pay CONTRACTOR at the times and in the manner set forth in Exhibit B. CONTRACTOR shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment required for CONTRACTOR to perform this Contract. CITY shall furnish to CONTRACTOR only the facilities and equipment listed below, if any.

Access to E.A. Fairbairn Water Treatment Plant, Sacramento River Water Treatment Plant and applicable reservoirs for authorized repairs.

6. **Insurance.** CONTRACTOR shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** CONTRACTOR shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Contract includes any land surveying, material testing, or inspection services provided for a CITY construction project, during the design, pre-construction, construction, or post-construction phases of the project, the CONTRACTOR and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by CITY contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by CITY, CONTRACTOR shall promptly provide any documents and information required by CITY to verify CONTRACTOR's compliance.

CONTRACTOR's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the CITY may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the CITY in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all CONTRACTOR's contracts with the City is \$250,000 or more over a 12-month period.

CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by CITY, CONTRACTOR shall promptly provide any documents and information required by CITY to verify CONTRACTOR's compliance. CONTRACTOR shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

CONTRACTOR'S violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the CITY may terminate the Contract and pursue all available legal and equitable remedies.

- 11. Local Business Enterprise Program.** The Local Business Enterprise Program Participation Requirements ("LBE Participation Requirements") may be applicable to this Contract. A summary of the requirements, entitled "LBE Participation Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

CONTRACTOR acknowledges and represents that CONTRACTOR has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.60. If requested by CITY, CONTRACTOR shall promptly provide any documents and information required by CITY to verify CONTRACTOR's compliance. CONTRACTOR shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.60 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.60.

CONTRACTOR's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the CITY may terminate the Contract and pursue all available legal and equitable remedies.

- 12. Authority.** The person signing this Contract for CONTRACTOR represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of the Contract's obligations.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Megan Thomas/Senior Engineer
1395 35th Avenue Sacramento, CA. 95822
916-808-1729/methomas@cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Matthew Ford/Assistant Secretary
351 Cypress Lane El Cajon, CA 92020
619-440-8181/matt.ford@dntanks.com*

Unless otherwise provided in this Contract, all CONTRACTOR questions and correspondence pertaining to this Contract must be addressed to the CITY Representative. All CITY questions and correspondence must be addressed to the CONTRACTOR Representative.

- 2. Scope of Services.** CONTRACTOR shall provide Services to CITY as set forth in Attachment 1 to this Exhibit A.
- 3. Time of Performance.** The Services described in this Contract shall be provided for three years. The CITY may extend this Contract for up to two additional one-year terms, for a maximum five-year term. CONTRACTOR shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A.
- 4. Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the CITY'S Conflict of Interest Code. XX yes ____ no [check one]

CONTRACTOR shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the CITY'S Conflict of Interest Code.

Thereafter, throughout the term of the Contract, CONTRACTOR shall cause these individuals to file with the CITY Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the CITY'S Conflict of Interest Code. The CITY may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

EXHIBIT B

PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of **\$4,000,000.00**. The payments specified in this Exhibit B shall be the only payments made to CONTRACTOR unless the CITY approves a Supplemental Contract.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the CITY. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** CONTRACTOR is responsible for supplying all documentation necessary to verify invoices to the CITY'S satisfaction.
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:

apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:

A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by CONTRACTOR must contain the following information:
 - (1) Job/Project Name

- (2) CITY's current Purchase Order Number
- (3) CONTRACTOR's Invoice Number
- (4) Date of Invoice Issuance
- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) CONTRACTOR's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to CONTRACTOR for correction. CITY is not responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the CITY in accordance with the CITY'S contract amendment procedures. The CITY reserves the right to perform any Additional Services with its own staff or to retain other CONTRACTORS to perform the Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, CONTRACTOR shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of CONTRACTOR's costs for performance under this Contract and records of CONTRACTOR's Reimbursable Expenses. CONTRACTOR shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Tax Payments.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this section.

EXHIBIT C

INSURANCE

1. **Insurance Requirements.** During the entire term of this Agreement, CONTRACTOR shall maintain insurance coverage as described in this Exhibit.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR'S insurance premiums.

If CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown below, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

It is understood and agreed by CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by CONTRACTOR in connection with this Agreement.

2. **General Liability Minimum Scope and Limits of Insurance Coverage.**

- A. Commercial General Liability Insurance providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors, products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors, and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- B. The CITY, its officials, employees, and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of CONTRACTOR, its sub-consultants, and subcontractors; products and completed operations of CONTRACTOR, its sub-consultants, and subcontractors; and premises owned, leased, or used by CONTRACTOR, its sub-consultants, and subcontractors.

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** (*Check the applicable provision.*)

- Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of CONTRACTOR.

The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

- No automobile liability insurance is required, and by signing this Agreement, CONTRACTOR certifies as follows:

“CONTRACTOR certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, CONTRACTOR does transport items under this Contract, or this Contract is amended to require any employees of CONTRACTOR to use a vehicle to perform services under the Contract, CONTRACTOR understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.”

4. Umbrella or Excess Policies.

- A. CONTRACTOR may use Umbrella or Excess policies to provide the liability limits as required. This form of insurance will be acceptable provided that the Primary and Umbrella or Excess Policies shall provide all of the insurance coverage required, including but not limited to primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense obligations. Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.
- B. Any Umbrella or Excess insurance shall contain, or be endorsed to contain, a provision that it shall apply on a primary basis for the benefit of the CITY, and any insurance or self-insurance maintained by the CITY, its officials, employees, or volunteers shall be in excess of such umbrella or excess coverage and shall not contribute with it. No insurance policies maintained by the CITY, whether Primary or Excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the CONTRACTOR’S Primary and Excess liability policies are exhausted.

5. Workers’ Compensation Minimum Scope and Limits of Insurance Coverage. (Check the applicable provision.)

- Workers’ Compensation Insurance is required with statutory limits and Employers’ Liability Insurance with limits of not less than one million dollars (\$1,000,000). The

Workers' Compensation policy shall include a waiver of subrogation in favor of the CITY. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from an insurer.

_____ No work or services will be performed on or at CITY facilities or CITY Property. Therefore, a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

_____ No Workers' Compensation insurance is required, and by signing this Agreement, CONTRACTOR certifies as follows:

"CONTRACTOR certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, CONTRACTOR hires any employee during the term of this Agreement, CONTRACTOR understands that Workers' Compensation with statutory limits and Employer's Liability Insurance with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the CITY."

6. Professional Liability Minimum Scope and Limits of Insurance Coverage. Professional Liability Insurance providing coverage on a claims-made basis for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

 X Is _____ Is not [*check one*] required for this Agreement.

A. If Professional Liability insurance is required:

- (1) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- (2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
- (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

7. Other Insurance Provisions. The policies are to contain, or be endorsed to contain, the following provisions:

- A. CONTRACTOR'S insurance coverage, including excess insurance, shall be primary and non-contributory 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 in excess of CONTRACTOR'S insurance and shall not contribute with it.

- B. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officials, employees, or volunteers.
- C. Coverage shall state that CONTRACTOR'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.
- D. The CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

8. Waiver of Subrogation. CONTRACTOR hereby grants to the CITY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

9. Acceptability of Insurance. Insurance shall be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section must be declared to and approved by the CITY in writing prior to execution of this Agreement.

10. Verification of Coverage

- A. CONTRACTOR shall furnish the CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand.
- B. During the term of this Agreement, CONTRACTOR shall send insurance certificates and endorsements, including policy renewals, directly to:

City of Sacramento
c/o EXIGIS LLC
P.O. Box 947
Murrieta, CA 92564

Insurance certificates also may be e-mailed to:
inbox@cos.complianz.com

- C. Certificate Holder must be listed as:

City of Sacramento
c/o Exigis LLC
PO Box 947
Murrieta, CA 92564

D. The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR or cancel this Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

11. Subcontractors. CONTRACTOR shall require and verify that all sub-consultants and subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit.

EXHIBIT D

GENERAL CONDITIONS

1. Independent CONTRACTOR.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent CONTRACTOR and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Contract, and CONTRACTOR will be issued a Form 1099 for its services hereunder. As an independent CONTRACTOR, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that CONTRACTOR, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing the results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that the use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR will issue W-2 or

1099 Forms for income and employment tax purposes for all CONTRACTOR'S assigned personnel and subcontractors.

- D. CONTRACTOR'S duties and services under this Contract do not include preparing or assisting the CITY with any portion of the CITY's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the CITY. The CITY at all times retains responsibility for public contracting, including with respect to any subsequent phase of the project contemplated by this Contract. CONTRACTOR's participation in the planning, discussions, or drawing of project plans or specifications is limited to conceptual, preliminary, or initial plans or specifications. CONTRACTOR shall cooperate with the CITY to ensure that all bidders for a subsequent contract on any subsequent phase of the project contemplated by this Contract have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by CONTRACTOR pursuant to this Contract.
- E. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by any additional persons or companies so long as CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for CONTRACTOR to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. CONTRACTOR shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR'S personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR'S personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY'S interests or that would in any way hinder CONTRACTOR'S performance under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the CITY'S written consent.

CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the CITY'S interests during the performance of this Contract. If CONTRACTOR is or employs

a former officer or employee of the CITY, CONTRACTOR and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If CONTRACTOR is shipping Hazardous Substances, CONTRACTOR must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, CONTRACTOR must provide a revised SDS to each CITY location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the CITY'S prior written consent.

In addition, CONTRACTOR must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. **CONTRACTOR Information.**
 - A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
 - B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or

provided by CONTRACTOR under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve CONTRACTOR of its obligations hereunder, which survive any termination or expiration of this Contract.

- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with CONTRACTOR's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and the information will be disclosed by CITY in accordance with the Public Records Act.

9. Notification of Material Changes in Business. CONTRACTOR agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. CONTRACTOR also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of CONTRACTOR's obligations to the City under this Contract.

10. Standard of Performance. CONTRACTOR shall perform in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR'S profession in California and in compliance with all requirements of this Contract. All products that CONTRACTOR delivers to CITY under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession.

CONTRACTOR shall assign only competent personnel to perform on its behalf under this Contract. CONTRACTOR must notify the CITY in writing of any changes in CONTRACTOR's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the CONTRACTOR to perform under this Contract is not performing in accordance with the standards required herein, CITY shall provide notice to CONTRACTOR. CONTRACTOR shall immediately remove the assigned person upon receipt of the notice.

- 11. Performance or Different Terms and Conditions.** The CITY'S subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the CONTRACTOR, nor will the CITY'S subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. CONTRACTOR's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the CITY is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The CONTRACTOR shall serve the CITY during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the CONTRACTOR is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the CONTRACTOR shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the CONTRACTOR'S source stating the reason for the disruption.
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. CITY shall have the right at any time to suspend CONTRACTOR'S performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately suspend its activities under this Contract, as specified in the notice.
 - C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:
 - (1) CONTRACTOR shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
 - (2) The CITY shall pay CONTRACTOR the reasonable value of Goods or Services provided by CONTRACTOR before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Contract not been terminated or had CONTRACTOR completed performance required by this Contract. CONTRACTOR shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by CONTRACTOR. The

foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

14. Default by CONTRACTOR. In case of default by the CONTRACTOR, the CITY reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the CONTRACTOR, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the CITY will be considered the prevailing market price at the time such purchase is made.

15. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Contract by CONTRACTOR, any subcontractor (including lower-tier subcontractors) or agent of CONTRACTOR, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent CONTRACTORS who are directly responsible to City, except when such agents, servants, or independent CONTRACTORS are under the supervision and control of CONTRACTOR or any subcontractor (including lower-tier subcontractors) or agent of CONTRACTOR.
- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of CONTRACTOR hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the CONTRACTOR Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The CITY'S payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

17. Equal Employment Opportunity. During the performance of this Contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR 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 CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR'S obligation under this Contract 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: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to CONTRACTOR under this Contract until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The CITY may direct CONTRACTOR to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request that the CITY join such litigation to protect the CITY'S interests.

- 18. Entire Agreement.** This Contract, including all Exhibits and documents referenced herein, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration to the terms of this Contract shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
- 19. Modification of Contract.** The CONTRACTOR shall take no direction from any City employee that changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.
- 20. Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
- 21. Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
- 22. Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

- 23. Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
- 25. Compliance with Laws.** The CONTRACTOR shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 26. Debarment Certification**
- A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that CONTRACTOR, including any owner, partner, director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:
- (1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;
 - (2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;
 - (3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or
 - (4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

- (5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.
- B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the CITY.
- C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR'S responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.
- D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the CONTRACTOR'S warranties and certification in this Section were erroneous, the CITY may terminate this Agreement for default.

EXHIBIT E

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include land surveying, material testing, or inspection services provided for a CITY construction project during the design, pre-construction, construction, or post-construction phases of the project. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: CONTRACTOR and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code Section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. CONTRACTOR shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The CONTRACTOR and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180. Questions regarding the CITY'S Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a CONTRACTOR or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by CONTRACTOR or any subcontractor(s) under this Contract, CONTRACTOR shall furnish CONTRACTOR'S and any subcontractors' current

DIR registration number(s). The CONTRACTOR's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractors and LBE Participation Verification Form, incorporated herein.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

CONTRACTOR DIR registration #: 1000005732

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, CONTRACTOR acknowledges and represents that CONTRACTOR is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that CONTRACTOR will comply with the provisions of the Labor Code before commencing performance under this Contract.
- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the CONTRACTOR and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The CONTRACTOR and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.
- E. Working Hours. If this Contract is for the performance of any Public Work, CONTRACTOR and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.180 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.
- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving CONTRACTOR or its subcontractors of any obligations under this Contract.
- G. Subcontractors. The CONTRACTOR shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

Attachment 1 to Exhibit A

Scope of Services

The City of Sacramento seeks a firm that will provide the following services:

Concrete lime leaching, cracking, spalling, and settlement is typical over time but requires on-going maintenance to protect the useful life of the asset. In some cases, delayed response result in total shutdown of the facility. These structures are significant parts of the utility processes and require experienced teams to conduct timely assessments and repairs, while maintaining the level of service needed for the utility systems.

Requested repair services may include (but are not limited to) the following:

- Assessment of damage and providing recommendations for repair
- Problem solving with DOU staff and material manufacturers/vendors for proper material application
- Reinforcement of structurally impacted rebar (loss of 50% or more of the steel)
- Power blasting softened concrete to a more structurally sound surface

Q25141111301 - On-Call Concrete Repair for Water Storage Structures

Form Revision Date 02/14/24

- Cleaning surfaces from built-up debris and organics in order to prepare the surface for repair
- Filling in voids and smoothly surfaces of heavily exposed aggregate
- Build forms to match existing surfaces
- Installation of concrete repair and coating repairs (as applicable)
- Crack sealing of active systems as well as those that are able to be taken out-of-service
- Disinfection of drinking water structures
- Installation of filler and sealant material for expansion joints
- Building scaffolding as needed to safely complete repairs
- Dewatering, or providing support for rerouting water
- Removal of waste generated from the assessments and repairs
- Installation of cathodic protection systems onto rebar
- Excavations or clearing of earth cover
- Restoration of damaged landscaping

Typical repair methods and standards may include the following:

- Cleaning reinforcing steel surfaces as necessary in accordance with either SSPC SP3 (Power Tool Cleaning) or SSPC-SP 6 (Commercial Blast Cleaning – NACE No. 3)
- Application of Sika Armatec 110 EpoCem primer/bonding adhesive (corrosion inhibitor) on reinforcing steel after all surfaces are dry and before flash rust has formed.
- Preparing concrete per ASTM D4258 water cleaning standard at a minimum of 4,500 psi (maximums will apply under certain conditions).
- Install Sikatop 123 Plus repair mortar to a smooth finish.
- Installation of SikaFlex1a (3-day cure) to seal expansion joints.



BUILT
FOR THE FUTURE

Fee Schedule
Pricing Breakdown

City of Sacramento (RFQ – Bid Transaction: #Q25141111301)

Below, please find DN Tanks pricing breakdown for the inspection and repair work for the concrete On-Call Concrete Repairs for Water Storage Structures.

Itemized Pricing – Inspection and Concrete Repair

<u>Item</u>	<u>QTY</u>	<u>Price</u>	<u>Unit</u>
3-man Inspection and/or Repair Crew <i>with Manlift and/or scaffolding</i> <i>Includes All Tools Necessary to Perform Crack Injection/repair</i> <i>Concrete/Rebar Repairs, Condition Assessment</i> <i>Concrete Spall and Crack Investigation and Repair</i> <i>Includes Project Management Support Cost</i>	1 Day (8-hour day)	\$9,400 /	Day
4-man Inspection and/or Repair Crew <i>with Manlift and/or scaffolding</i> <i>Includes All Tools Necessary to Perform Crack Injection/repair</i> <i>Concrete/Rebar Repairs, Condition Assessment</i> <i>Concrete Spall and Crack Investigation and Repair</i> <i>Includes Project Management Support Cost</i>	1 Day (8-hour day)	\$10,600 /	Day
6-man Inspection and/or Repair Crew <i>with Manlift and/or scaffolding</i> <i>Includes All Tools Necessary to Perform Crack Injection/repair</i> <i>Concrete/Rebar Repairs, Condition Assessment</i> <i>Concrete Spall and Crack Investigation and Repair</i> <i>Includes Project Management Support Cost</i>	1 Day (8-hour day)	\$13,300 /	Day

Itemized Pricing – Surface Preparation and Coating

<u>Item</u>	<u>QTY</u>	<u>Price</u> <u>Unit</u>
3-man Coating and Surface Preparation <i>with Manlift and/or scaffolding</i> <i>Includes All Tools Necessary to perform Concrete Surface Preparation, Crack Sealing and coatings. Includes abrasive blasting equipment and coating application equipment.</i>	1 Day (8-hour day)	\$15,200 / Day
4-man Coating and Surface Preparation <i>with Manlift and/or scaffolding</i> <i>Includes All Tools Necessary to perform Concrete Surface Preparation, Crack Sealing and coatings. Includes abrasive blasting equipment and coating application equipment.</i>	1 Day (8-hour day)	\$16,400 / Day
6-man Coating and Surface Preparation <i>with Manlift and/or scaffolding</i> <i>Includes All Tools Necessary to perform Concrete Surface Preparation, Crack Sealing and coatings. Includes abrasive blasting equipment and coating application equipment.</i>	1 Day (8-hour day)	\$19,100 / Day
Mobilization	1 LS	\$17,300 LS
Demobilization	1 LS	\$3,900 LS

***NOTE:** Environmental Controls such as dehumidifiers and heaters would be rented as needed and are not included in the pricing above. If applications require this equipment, equipment rate will be paid as rental rate plus agreed upon mark-up

***NOTE:** Excavation equipment would be subcontracted based on site specific requirements. As the sites and scopes have not been provided at this point, we are not able to provide pricing for these specific fees. If applications require excavation equipment, DN Tanks will solicit operated equipment rates from 3rd party sub-contractors.

***NOTE:** DN Tanks daily rates include the equipment noted above and below for each anticipated scope noted in the RFQ, thus equipment daily/hourly rates are not provided as a separate fee.

Notes:

- 1) Daily rate includes all labor, per diem, and overhead.
- 2) Daily rate includes standard equipment, such as generator, trucks for personnel, forklift and rolling scaffolding or manlift.
- 3) Daily rate for surface preparation and coating crew includes sandblaster or hydro blaster.
- 4) Daily rates for work performed onsite includes all associated office engineering time and project management cost as required.
- 5) Following the inspection of each reservoir, DN Tanks will provide an anticipated number of days to perform the repair work and crew size.
- 6) In the event of none workdays, due to circumstances outside of DN Tanks control, DN Tanks will coordinate with the City to evaluate demobilization and remobilization fees, or bill at half the daily rate.
- 7) DN Tanks pricing above is valid until November 2025. After November 2025, a 5% annual increase will be applied.
- 8) DN pricing above is based upon Monday-Friday, 8-hour workday. Should nightwork or Saturday work be required, the above rate shall be increased by 6 percent.



Attachment 1 to Exhibit C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alliant Insurance Services, Inc. 125 High St. Ste. 2205 Boston MA 02110 License#: 0C36861	CONTACT NAME: Graham Hindle PHONE (A/C No. Ext): 617-535-7262 E-MAIL ADDRESS: Graham.Hindle@alliant.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED DN Tanks, LLC 11 Teal Road Wakefield, MA 01880	INSURER A: Steadfast Insurance Company		26387
	INSURER B: Liberty Mutual Insurance Compa		23043
	INSURER C: Liberty Mutual Fire Ins Co		23035
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 695050149

REVISION NUMBER:

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


INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	TB2-611-C3T32S-024	5/1/2024	5/1/2025	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AS2-611-C3T32S-034	5/1/2024	5/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA5-61D-C3T32S-014	5/1/2024	5/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liability Professional Liability	N		EOC-9336734-13	5/1/2024	5/1/2025	Each Claim \$10,000,000 Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Repair and rehabilitation of various concrete tanks within the City of Sacramento California for their On-Call Concrete Repairs for Water Storage Structures 2024-2027 project.

City of Sacramento, its officials, employees, and volunteers are included as Additional Insureds as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Automobile and General Liability policies. Automobile and General Liability evidenced herein are primary and noncontributory to other insurance available to an additional insured, but only to the extent required by written contract with the insured and executed prior to a loss. A Waiver of Subrogation applies in favor of above mentioned additional insureds with respect to insured operations where required by written contract but limited to the operations of the Insured under said Contract and executed prior to a loss, with respect to the Automobile, See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Sacramento c/o EXIGIS LLC PO Box 947 Murrieta CA 92564	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Alliant Insurance Services, Inc.		NAMED INSURED DN Tanks, LLC 11 Teal Road Wakefield, MA 01880	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

General Liability and Workers Compensation policies.
30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization be added as an additional insured to your policy.	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;
whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom you have agreed in a written contract or agreement, prior to an "occurrence" or offense, that such person or organization be added as an additional insured to your policy	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy Number TB2-611-C3T32S-024
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART

Schedule

Name of Person(s) or Organization(s): Any person(s) or Organization(s) to whom you are obligated by a written agreement to procure Additional insured coverage under your policy

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) shown in the Schedule of this endorsement that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph **4. Other Insurance** of **Section IV – Conditions** will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph **4. Other Insurance** of **Section IV – Conditions** will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

Any person or organization where the named insured has agreed by written contract to include such person or organization as a designated insured.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

As required by written contract or agreement entered into prior to loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss and allowed by law.

Issued by: LM Insurance Corporation

For attachment to Policy No WA5-61D-C3T32S-014 Effective Date 5/1/24

Premium \$

Issued to:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

SIGNATURES

The parties have signed this Contract, effective as of the day and year first stated above.

CONTRACTOR

Under penalty of perjury, I certify that the information provided here is correct.

Signature: Matthew Ford
Matthew Ford (Dec 18, 2024 12:28 PST)

Title: Assistant Secretary

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *Michael Voss*

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: