

PROFESSIONAL SERVICES AGREEMENT

**THIS AGREEMENT** is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016, between the CITY OF STOCKTON, a municipal corporation (“City”), and INDIGO HAMMOND + PLAYLE ARCHITECTS, LLP, a limited liability partnership, whose address is 909 Fifth Street, Davis, CA, and telephone number is 530-750-0756, (“Consultant”).

RECITALS

- A. Consultant is qualified to and experienced in providing Architectural and Engineering Design Services for the purposes specified in this Agreement.
- B. City finds it necessary and advisable to use the services of the Consultant for the purposes provided in this Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions in this Agreement, City and Consultant agree as follows:

**1. Consultant’s 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 that time, place and in the manner specified in Exhibit A.

**2. City Assistance, Facilities, Equipment and Clerical Support.** Except as set forth in Exhibit A, Consultant shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities and equipment listed in Exhibit A according to the terms and conditions set forth in Exhibit A.

**3. Term.** This Agreement shall commence on the date written above and shall expire on July 1, 2017; provided, however the parties may agree to change either the commencement or expiration date.

**4. Compensation.** City shall pay Consultant for services rendered pursuant to this Agreement as described more particularly in Exhibit A. The payments shall be made on a monthly basis upon receipt and approval of Consultant’s invoice. Total compensation for services and reimbursement for costs shall not exceed \$599,800.

a. Invoices submitted by Consultant to City must contain a brief description of work performed, time used and City reference number. Payment shall be made within thirty (30) days of receipt of Consultant’s invoice and approved by City.

b. Upon completion of work and acceptance by City, Consultant shall have sixty (60) days in which to submit final invoicing for payment. An extension may be granted by City upon receiving a written request thirty (30) days in advance of said time limitation. The City shall have no obligation or liability to pay any invoice for work performed which the Consultant fails or neglects to submit within sixty (60) days, or any extension thereof granted by the City, after the work is accepted by the City.

**5. Sufficiency of Consultant's Work.** All reports, drawings, designs, plan review comments and work product of Consultant shall be adequate and sufficient to meet the purposes for which they are prepared.

**6. Ownership of Work.** All reports, drawings, designs, plan review comments, work product, and all other documents completed or partially completed by Consultant in the performance of this Agreement shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Consultant agrees to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Consultant shall replace them at its own expense. Consultant shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

**7. Changes.** City may request changes in the scope of services to be provided by Consultant. Any changes and related fees shall be mutually agreed upon between the parties and subject to a written amendment to this Agreement.

**8. Consultant's Status.** In performing the obligations set forth in this Agreement, Consultant shall have the status of an independent contractor and Consultant shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Consultant are its agents and employees and are not agents or employees of City.

**9. Termination for Convenience of City.** The City may terminate this Agreement at any time by mailing a notice in writing to Consultant. The Agreement shall then be deemed terminated and no further work shall be performed by Consultant. If the Agreement is so terminated, the Consultant shall be paid for that percentage of the work actually completed at the time the notice of termination is received.

**10. Non-Assignability.** The Consultant shall not assign, sublet, or transfer this Agreement or any interest or obligation in the Agreement without the prior written consent of the City, and then only upon such terms and conditions as City may set forth in writing. Consultant shall be solely responsible for reimbursing subcontractors.

**11. Indemnity and Hold Harmless.** Consultant shall defend, indemnify, and hold harmless, the City and its officers, agents and employees from and against all claims, losses, damage, injury, and liability for damages arising from, or alleged to have arisen from, errors, omissions, negligent or wrongful acts of the Consultant in the performance of its services under this Agreement, regardless of whether the City has reviewed or approved the work or services which has given rise to the claim, loss, damage, injury or liability for damages. This indemnification shall extend for a reasonable period of time after completion of the project as well as during the period of actual performance of services under this Agreement. The City's acceptance of the insurance certificates required under this Agreement does not relieve the Consultant from its obligation under this paragraph.

**12. Insurance.** During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the insurance coverage as set forth in the attached Exhibit B and shall otherwise comply with the other provisions of Exhibit B.

**13. Notices.** All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed as follows:

To Consultant:	Indigo Hammond + Playle Architects, LLP	To City: City Manager
	909 Fifth Street	City of Stockton
	Davis, CA 95616	425 N. El Dorado Street
		Stockton, CA 95202

**14. Conformance to Applicable Laws.** Consultant shall comply with all applicable Federal, State, and Municipal laws, rules, and ordinances. Consultant shall not discriminate in the employment of persons or in the provision of services under this Agreement on the basis of any legally protected classification, including race, color, national origin, ancestry, sex or religion of such person.

**15. Licenses, Certifications and Permits.** Prior to the City's execution of this Agreement and prior to the Consultant's engaging in any operation or activity set forth in this Agreement, Consultant shall obtain a City of Stockton business license, which must be kept in effect during the term of this Agreement. Consultant covenants that it has obtained all certificates, licenses, permits and the like required to perform the services under this Agreement.

**16. Records and Audits.** Consultant shall maintain all records regarding this Agreement and the services performed for a period of three years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit.

**17. Confidentiality.** Consultant shall exercise reasonable precautions to prevent the unauthorized disclosure and use of City reports, information or conclusions.

**18. Conflicts of Interest.** Consultant covenants that other than this Agreement, Consultant has no financial interest with any official, employee or other representative of the City. Consultant and its principals do not have any financial interest in real property, sources of income or investment that would be affected in any manner of degree by the performance of Consultant's services under this Agreement. If such an interest arises, Consultant will immediately notify the City.

**19. Waiver.** In the event either City or Consultant at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation.

**20. Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin,

**EXHIBIT 1**

Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

**21. No Personal Liability.** No official or employee of City shall be personally liable to Consultant in the event of any default or breach by the City or for any amount due Consultant.

**22. INDEMNIFICATION** Consultant agrees to indemnify, including the cost to defend, CITY OF STOCKTON, and its officers, agents, and employees from any and all claims, demands, costs or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant and its agents in the performance of services under this contract, but this indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, arising from the sole negligence, willful misconduct or defects in design by the CITY OF STOCKTON or the agents, servants, or independent contractors who are directly responsible to the CITY OF STOCKTON, or arising from the active negligence of the CITY OF STOCKTON.

**23. Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

**24. Scope of Agreement.** This writing constitutes the entire Agreement between the parties. Any modification to the Agreement shall be in writing and signed by both parties.

**THIS AGREEMENT** executed the date and year first above written.

**CITY OF STOCKTON**

**CONSULTANT**

\_\_\_\_\_  
KURT O. WILSON  
CITY MANAGER

By:\_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ATTEST:**

\_\_\_\_\_  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

**Exhibit "A"**  
**SCOPE OF SERVICES,  
SCHEDULE OF DELIVERY, AND  
COMPENSATION**

**SCOPE OF SERVICES**

**PROBLEM DEFINITION**

The citizens of Stockton approved bond Measure A and Measure B providing for an additional 120 police officers in order to fight crime. In order for these additional officers and additional non-sworn support staff to perform their duties, change in the existing facilities is required. Thus, the basic problem to be solved by this renovation project is how best to house these staff, but also to seize the opportunity to modify the arrangement of other functions as well, improving the overall ability of the police department to operate as efficiently as possible, all just as taxpayers intended. Currently the Police Department more than fully occupies its 1970s-vintage 47,000 sf main facility at 22 E. Market Street in crowded conditions. Due to this crowding, certain police functions such as Neighborhood Services have already moved out and are co-located with Public Works staff at the more updated Stewart Eberhardt Building (SEB) at 22 E. Weber Avenue, a short distance away. More police functions will need to be relocated in order to house the new officers and non-sworn staff, necessitating the move-out of Public Works and the remodel of 49,400 sf of the 1<sup>st</sup> and 3<sup>rd</sup> floors for police functions such as Administration and Logistics Bureau personnel. Once this relocation has occurred, the main facility at 22 E. Market Street will be remodeled to better accommodate Operations Bureau functions. This arrangement is suggestive of the need for a carefully thought out construction phasing plan. Time and money are both assumed to be of the essence and the project will be monitored by the Measure A Citizens Oversight Committee to ensure conformance with the letter and intent of the bond measure. Budgetary information has not been disclosed by the City, but for the purposes of this proposal it is estimated at a construction cost of around \$5 million (96,400 sf total renovation area @ avg. \$50/sf = \$4,820,000).

**METHOD OF OPERATION**

Indigo will assist the City of Stockton in forming a Police Facility Committee, including key staff of the Office of the City Manager, the Police Department, Information Technology and Building Maintenance to name a few. The Police Facility Committee will be composed so as to represent constituents as the City may see fit. For example, a Special Ops representative could represent the interests of NSS, SOS and Traffic, as an example. We will facilitate the meetings of the committee with a results-oriented approach and make best use of the time of attendees. Our management system includes cost and schedule control mechanisms which will be implemented at project inception and monitored continuously along the way. We will report program, design, cost and schedule updates to the committee at each meeting, so that City of Stockton representatives will be in a position of informed decision-making every step of the way. We anticipate that project phasing will be an important consideration, to help minimize impact to police operations during construction. We will help coordinate any City Executive Committee and the work of the Citizens Oversight Committee whose charge it is to check the best use of Measure A money for the result intended by the taxpayers.

**PROPOSED SOLUTION**

On whole, we will programmatically evaluate departmental staff and space need, then ensure the usage of both buildings is maximized in support of the most efficient operations for the Stockton Police Department. Safety and security will be ensured through proper deployment of physical and electronic security measures such as CCTV, access control, detection and alarms. Our team of police renovation experts will begin the process by evaluating existing operations in both building from the standpoint of the Stockton Police Department organizational chart and policing goals. Through an interview process with your key staff, we will establish existing space utilization and identify where deficiencies in space size and/or adjacencies exist. We will prepare a Program Summary where the staff and space demand change will occur with the added sworn and non-sworn staffing changes. We will also devise Functional Flow Diagrams detailing the proper operation of the major functions performed by each Bureau and Division of the Department. The flow diagrams will be used to guide efforts in layout of most efficient floor plans. We will tour each building in detail and provide a general level assessment of each. Once these criteria have been clarified, we will proceed with a design process to be completed in 3 parts: A. PRELIMINARY DESIGN, B. FINAL DESIGN and C. BIDDING & CONSTRUCTION as follows:

**WORK PLAN****A. PRELIMINARY DESIGN****Preliminary Design**

1. Conduct kick-off meeting, interview key staff in Operations and Logistics Bureaus regarding police facility needs, (1 meeting).
2. Prepare Program Summary table showing existing and proposed conditions for sworn and non-sworn staff added. Identify any programmatic changes which result in higher operational efficiency or better space utilization. Prepare Functional Flow Diagrams describing streamlined, efficient delivery of police services around which design effort should be placed. Review existing plans provided by City.
3. Using existing plans provided by City of Stockton as a basis, prepare design sketches of layouts and design ideas which improve functionality and benefit police operations. Prepare preliminary phasing plan, and floor plan layout and very early cost estimate for review by City.
4. Conduct design review meeting with Police Facility Committee. Discuss likely cost of the project and compare to budget for initial decision-making (1 meeting).
5. Review existing building plans provided by City, conduct limited field reconnaissance as needed to prepare CAD background plans which represent existing conditions to a level of detail reasonable for and limited to use in construction of this project (field reconnaissance included in meeting trip above).
6. Obtain engineering input which would impact the plan and make adjustments. Assess existing building systems for capacity to provide for the remodel and addition work, propose schematic of such system work, sufficient in detail to determine feasibility and to establish reasonable cost estimate. Systems include: HVAC, plumbing, fire protection, electrical, lighting, data and security electronics - CCTV and access control. Prepare preliminary building floor plans. Make determination of existing buildings as meeting the Essential Services Building provisions of the California Building Code.
7. Prepare Preliminary Project Schedule and Preliminary Cost Estimate for the work, including any site development required. With direction from City, conduct initial cost control by reconciling project design scope, quality and budget, make any appropriate design decisions, including meeting with building and fire officials to review plans. (1 meeting).

Deliverables for Preliminary Design:

- Program Summary for project, showing efficiency and maximum utilization of space.
- Flow Diagrams for most efficient flow of people, materiel and services.
- Preliminary design drawings including those listed under Preliminary Design above: partial site plans, partial floor plan and partial exterior elevations.
- Checked CAD background plans for the limited area of the existing building related to this project.
- Building code analysis limited to the existing building area affected by this project.
- Update Project Schedule and Preliminary Cost Estimate for the work, including any site development required, if any.

**B. FINAL DESIGN**

**Construction Documents (50% PS&E Submittal)**

1. Make final assessments of existing building system capacities including HVAC, plumbing, fire protection, electrical, lighting, data and security electronics.
2. Establish confirmed furnishings layout and incorporate provisions into plans. (Note that space planning and furnishings are assumed by City or its separate, vendor, however we have this is available from our team on the basis of additional services at the request of City).
3. Prepare Construction Documents and Cost Estimate to 50% complete level. Construction Documents including plans, details, and technical specifications necessary to complete the Work described, integrate all work with all other elements of the project.
4. Coordinate with draft furniture procurement package which is assumed by others.
5. Update Preliminary Project Schedule and Preliminary Cost Estimate for the entire work, including site development.
6. With guidance from City, conduct cost control by reconciling project design scope, quality and budget, make any appropriate design decisions.
7. Receive 50% review comments including any from review agencies or serving utilities, and make revisions.
8. Attend 1 design coordination meeting with City staff, including building official, subconsultant attendance at discretion of Architect depending on need (1 meeting).

**Construction Documents (90% PS&E Submittal)**

9. Incorporate comments from the 50% submittal and prepare Construction Documents and Cost Estimate to 90% complete level. Construction Documents including plans, details, and technical specifications necessary to complete the Work described, integrate all work with all other elements of the project.
10. Update Preliminary Project Schedule and Preliminary Cost Estimate for the entire work, including site development.
11. Receive 90% review comments including any from review agencies and make revisions.

12. Attend 1 design coordination meeting with City staff, including building official, subconsultant attendance at discretion of Architect depending on need (1 meeting).

**Final Design Submittal for Bidding (100% Submittal)**

13. Incorporate comments from the 90% submittal and prepare Construction Documents and Cost Estimate to 100% complete level. Construction Documents including plans, details, and technical specifications necessary to complete the Work described.
14. Attend 1 meeting with City staff to receive 90% CD comments, subconsultant attendance at discretion of Architect depending on need (1 meeting).

Deliverables for Final Design (50%, 90% and 100% PS&E Submittals):

- Make preliminary contact with outside review agencies and/or serving utilities. Secure the preliminary input of such review agencies where such input would be useful in reducing final plan review comments.
- Product Literature Binder, one (1) bound copy and one (1) PDF file prepared at 50% CD, to be updated at 90% CD including Architectural, Mechanical, Plumbing, Fire Suppression, Electrical and Data/Telcom systems.
- Three (3) review copies of drawings (24"x36") and project manual, and one (1) PDF file are provided to City at Preliminary Design, 50% CD and 90% CD.
- At 100% provide two (2) wet-signed full-size sets of full-size 24"x36" drawings, one (1) wet-signed copy of technical specifications and one (1) PDF file of all work.
- Complete working drawings and technical specifications in Masterspec 2004 format for the project. Front-ends for Advertisement, Notice to Bidders, Contract, General and Supplementary Conditions, etc. are assumed by City.
- Items on a deferred approval basis will be: automatic fire suppression system and fire alarm. Criteria drawing and performance specification will be provided.
- Prepare Cost Estimate & Project Schedule prepared at 50% CD, updated at 90% CD.
- Furniture procurement package is NIC to above but available on the basis of additional service.
- Note: All printing and delivery by City as reimbursable expense outside of fixed-fees shown.

**C. BIDDING & CONSTRUCTION**

1. Attend the Pre-Bid Meeting (one meeting).
2. Review and respond to Bidder questions (includes 12).
3. Prepare Addenda content for issuance by City (includes 2).
4. Assist City with its Bid Evaluation process.
5. Attend Pre-Construction Meeting (1 meeting).
6. Review and respond to Contractor submittals (includes 45).
7. Review and respond to Contractor RFI's (includes 50).

8. Review and respond to Contactor PCO's (includes 10).
9. Issue Architectural Supplemental Instructions ASI (includes 4).
10. Issue Proposal Requests (includes 2).
11. Maintain Submittal, RFI, ASI and CCO logs.
12. Attend construction project progress meetings (includes 20 meetings, once per week for an estimated five (5) month construction duration).
13. Conduct periodic site observations, issue field reports (included in above). Consistent with the requirements for California Essential Services Buildings, reports will be DSA-06 cross-coordinated among design team, IOR and contractor and filed with the City of Stockton Building Official in his/her capacity as Agency Having Jurisdiction.
14. Conduct preliminary observation and issue Punch List (1 meeting).
15. Punch List pick-up verification will be by City, Architect to assist in preparation of Notice of Substantial Completion.
16. Declare project 100% complete. Issuance of Notice of Final Completion (filing will be by City of Stockton).
17. Assist in final close-out procedures, review record documents submitted by contractor, mark prints accordingly "Record Drawings" and deliver to City of Stockton for safekeeping.
18. Above construction administration scope assumes City Project Manager will be onsite handling day-to-day affairs of construction.

Deliverables for Bidding & Construction:

- Attend Pre-bid conference and site walk.
- Assist in answering bidders' questions and issuing addenda.
- Assist in City's bid evaluation and determination of lowest responsible bidder.
- Monthly Construction Meetings minutes.
- Construction visit notes and photographic record.
- Responses to RFI's and CCO requests.
- Submittal, RFI and CCO logs.
- Final inspection report and punch list.
- Includes one set of marked-up record prints, excludes mylars or CAD files if requested.

**SCHEDULE OF DELIVERY**

Following is the Schedule of Delivery of services for this project. Note that Options for project acceleration and/or fast tracking are available but are not reflected on this schedule. Also that the schedule is preliminary and subject to change based on factors outside of INDIGO control.

Phase	Scope of Work	2016			2017									2018					
		OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR
A. PRELIMINARY DESIGN	Notice to Proceed to INDIGO.																		
	Kick-off Meeting and Interviews Ops and Logistic Bureaus.																		
	Review existing documentation and conditions.																		
	Design meeting with Facility Committee/ City staff.																		
	Integrated design meeting with engineers.																		
	Prepare Preliminary Design.																		
	Design meeting with Facility Committee/ City staff.																		
	Complete the Preliminary Design and submit for review by City.																		
	City review, meeting to receive Prelim. Design comments.																		
B. FINAL DESIGN	Prepare and submit 50% PS&E for review by City.																		
	City review, meeting to receive 50% PS&E comments.																		
	Prepare and submit 90% PS&E for review by City.																		
	City review, meeting to receive 90% PS&E comments.																		
	Submit 100% Final Design for review by City.																		
	Approved plans issued by City, ready to bid.																		
C. BIDDING & CONSTRUCTION PHASE	Bid advertisement.																		
	Pre-bid project walk-thru and meeting.																		
	Bid period - 6-8 weeks estimated.																		
	Bids due identify apparent low qualified bidder.																		
	Bonding.																		
	Stockton City Council award of project.																		
	Contractor Notice to Proceed.																		
	MOBILIZATION.																		
	SUBMITTALS.																		
	PH. 1 - SEB BLDG. DEMOLITION WORK.																		
	PH. 1 - SEB BLDG. INTERIOR T.I. WORK																		
	PH. 1 - SEB BLDG. FURNITURE PROCURE & INSTALL.																		
	PH. 1 - SEB BLDG. MOVE-IN																		
	PH. 2 - MAIN BLDG. DEMOLITION WORK.																		
	PH. 2 - MAIN BLDG. INTERIOR T.I. WORK																		
PH. 2 - MAIN BLDG. FURNITURE PROCURE & INSTALL.																			
PH. 2 - MAIN BLDG. MOVE-IN																			

- General Notes:**  
 (1) Options for project acceleration and/or fast tracking are available but are not reflected on this schedule.  
 (2) Schedule is preliminary and subject to change based on factors outside of INDIGO control.

**COMPENSATION**

This fee proposal is for the “Architectural and Engineering Services on Two City Facilities at Market St. and Weber Ave.” for the City of Stockton, California as indicated in the RFQ and described in the proposed Problem Definition, Method of Operation, Work Plan and Schedule of Delivery. Indigo will complete the following three parts of the work as part of basic services.

- A. Preliminary Design
- B. Final Design
- C. Bidding & Construction

**COST OF SERVICES**

	<b>Fee Amount</b>
<b>Basic Scope Fee</b>	
A. Preliminary Design (fixed-fee excl. reimbursable expense)	\$140,000
B. Final Design (fixed-fee excl. reimbursable expense)	\$364,100
C. Bidding & Construction (t&m allowance basis)	\$95,700
<b>Total Fee</b>	<b>\$599,800</b>
Optional tasks for hazardous material assessment and remediation and for space planning and furnishings procurement are available upon request.	

The construction budget will have a significant impact in the scope of the design services required. This proposal is based on a construction cost of up to \$5 million (96,400 sf total renovation area @ avg. \$50/sf = \$4,820,000) and on the Schedule of Delivery. The total fee above equates to a fee of 12% of construction value. The fee of 12% is the low end of the normal range for professional services in the renovation of existing police buildings and conversion of other buildings for police use. We are confident we can work at this fee level and produce the quality results the City of Stockton demands, and would apply this approximate percentage number if the project were to be substantially larger or smaller than the \$5 million estimate, scope dependent.

Indigo will provide preliminary design and final design on the basis of fixed-fees plus reimbursable expense. Indigo will provide bidding and construction support services on a T&M allowance basis. Hazardous material remediation and space planning services subconsultants are listed in case needed, but since that work is indeterminate, costs for these services have not been excluded from the basic scope.

**INVOICING AND PAYMENT**

INDIGO shall be paid on the basis of invoices to be submitted monthly. These invoices shall indicate percentage progress billing for fixed-fees, labor and material expense for any time-and-material billings. The total amount invoiced less prior amounts invoiced will be indicated. Payment of invoices shall be due within 30 calendar days from the date of invoice.

**ADDITIONAL SERVICES**

Should the City of Stockton desire that Indigo provide additional services, such services shall be authorized, in writing, by City of Stockton. Any such additional services shall be on the basis of fixed-fee, percentage, or time-and-materials as may be mutually agreed between the parties in the form of a written amendment to the agreement. Compensation for time-and-materials additional services shall be per the Hourly Rate schedule. Hourly rates for consultants shown exclude 15% markup which will be applied. Reimbursable expenses shall be invoiced at cost plus 15%.

**Indigo | Hammond + Playle Architects, LLP**  
*architecture*

Principal	\$210
Architect / Planner	\$160
Senior Designer	\$130
Designer/ Drafter- Level 2	\$115
Designer/ Drafter- Level 1	\$105
Clerical	\$80

**Point 2 Structural Engineers, Inc.**  
*structural engineering*

Principal Structural Engineer	\$160
Structural Engineer	\$135
Civil Engineer	\$105
Staff Engineer	\$85
Draftsperson	\$70
Clerical	\$60

**Peters Engineering**  
*mechanical & plumbing engineering*

Principal	\$175
Project Senior Engineer	\$150
Project Manager	\$125
Senior Designer	\$95
Designer	\$95
CADD	\$75
Clerical	\$60

**M.Neils Engineering, Inc.**

*electrical/ security/ data telecom engineering*

Principal Engineer	\$200
Senior Engineer	\$160
Engineer	\$150
Designer	\$125
Senior Drafter	\$105
Drafter	\$95
Clerical	\$85

**Guidepost Solutions**

*security consultant*

Principal	\$250/hr
Project Manager	\$185/hr
Sr. Designer	\$185/hr
Design/Drafting	\$125/hr

**designTECH**

*interior*

Principal	\$130/hr
Senior Designer	\$110/hr
Designer	\$95/hr
Junior Designer	\$80/hr
Intern Designer/Support Staff	\$115/hr

Miscellaneous reimbursable costs

Consultants and reimbursable expenses are at 1.15x cost. Mileage at \$0.56 per mile.

## Exhibit “B”

### Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. ***(Not required if consultant provides written verification it has no employees)***
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant’s profession, with limit no less than **\$1,000,000** per occurrence or claim, \$1,000,000 aggregate. (If Claims-made, see below.)

If the Consultant maintains higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to coverage for the higher limits maintained by the consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

#### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

**The City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers are to be covered as additional insureds** on the CGL policy and AL policy with respect to liability arising out of work or operations performed

by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (**at least as broad as** ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### **Primary Coverage**

For any claims related to this contract, the **Consultant's insurance coverage shall be primary** insurance as respects the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its Mayor, Council, officers, representatives, agents, employees and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The City of Stockton does not accept primary endorsements limiting the Consultant's insurance coverage to sole negligence.

### **Notice of Cancellation**

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

### **Waiver of Subrogation**

Consultant hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Consultant 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 of Stockton has received a waiver of subrogation endorsement from the insurer.

### **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City of Stockton Risk Services. The City of Stockton may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### **Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII if admitted to do business in the State of California; if not admitted to do business in the State of California, insurance is to be placed with insurers with a current A.M. Best's rating of no less than A+:X.

### **Claims Made Policies**

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. If Claims Made policy form is used, a three (3) year discovery and reporting tail period of coverage is required after completion of work.

**Verification of Coverage**

Consultant shall furnish the City of Stockton with original certificates and amendatory endorsements required by this clause. All certificates and endorsements are to be received and approved by the City of Stockton Risk Services before work commences. Failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time, for any reason or no reason.

Consultant shall, prior to the commencement of work under this Agreement, provide the City of Stockton with a copy of its Declarations Page and Endorsement Page for each of the required policies.

**Certificate Holder Address**

Proper address for mailing certificates, endorsements and notices shall be:

- City of Stockton
- Attention: Risk Services
- 425 N El Dorado Street
- Stockton, CA 95202

City of Stockton Risk Services Phone: 209-937-5037

City of Stockton Risk Services Fax: 209-937-8558

**Maintenance of Insurance**

If at any time during the life of the Contract or any extension, the Consultant fails to maintain the required insurance in full force and effect, all work under the Contract shall be discontinued immediately. Any failure to maintain the required insurance shall be sufficient cause for the CITY to terminate this Contract.

**Subcontractors**

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

**Special Risks or Circumstances**

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.