

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is entered into this ____ day of _____ 2018, between the CITY OF STOCKTON, a municipal corporation ("City"), and Indigo Hammond + Playle Architects, LLP whose address is 909 5th Street, Davis, CA 95616, and telephone number is (530) 750-0756 ("Consultant").

RECITALS

A. Consultant is qualified to and experienced in facilitating collaboration, teamwork and strategic planning efforts 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** and **Exhibit C.**

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 June 30, 2019; provided, however the parties may agree to change either the commencement or expiration date. Amendments to this Agreement shall be valid only in writing and signed by both parties.

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 \$203,300.

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.** To the fullest extent permitted by law, Consultant shall hold harmless, defend at its own expense, and indemnify the City of Stockton, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising

from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from the City of Stockton's sole negligence or willful acts. The duty to defend and the duty to indemnify are separate and distinct obligations. The indemnification obligations of this section shall survive the termination of this agreement.

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.** Formal notices, demands, and communications between the City and the Consultant shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the City and the Borrower as follows:

Consultant: Indigo Hammond + Playle Architects
Attn: Bruce Playle, Principal
909 5th Street
Davis, CA 95616

City: City Manager
City of Stockton
425 N. El Dorado Street
Stockton, CA 95202

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

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

23. **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

Indigo Hammond + Playle Architects, LLP

Kurt O. Wilson, City Manager

By: _____

Bruce Playle

ATTEST:

Title

Christian Clegg, Deputy City Manager and
Interim City Clerk

Date

APPROVED AS TO FORM:

Indigo Hammond + Playle Architects, LLP

*[If Consultant is a corporation
signature(s) must comply with
Corporations Code §313.]*

City Attorney

EXHIBIT A – SCOPE OF WORK

The initial scope of work performed by Consultant Hammond + Playle Architects, LLP (Consultant) for the City of Stockton (City) under this agreement includes the work defined by “Request for Proposals (RFP) City Hall and 509 W. Weber Street, Stockton, and includes the further description contained in this Exhibit. Collectively the work is entitled PHASE I – NEEDS ASSESSMENT & CONCEPTUAL DESIGN and is scoped as follows:

PHASE I – NEEDS ASSESSMENT & CONCEPTUAL DESIGN

- A. Needs Assessment & Planning
- B. Initial Design Concepts
- C. Cost Estimating (includes Schedule)
- D. Coordination/Meetings (includes Report Preparation)
- C. City Support

Findings from this initial scope of work will inform the work remaining to complete the project in subsequent phases PHASE II – DETAILED DESIGN and PART III – BIDDING & CONSTRUCTION which are not included in the initial scope. Included in the initial scope of work are:

A. Space Needs Assessment & Planning:

Consultant will consider the City’s organizational structure and relationships, existing staffing/programs and future planning, space allocation criteria, building codes and access, furniture standards, circulation and work flow, design considerations, security, technology requirements, and accommodations for future growth needs. Consultant will inventory current and future space needs provided by the City and work with staff to generate the information required to create the initial design concept. Consultant will inventory existing modular furniture currently in use by City for potential reuse and to minimize cost of any new furnishings required.

B. Initial Design Concepts

Consultant will prepare an initial design concept for all floors of the two Waterfront Towers, as well as the conceptual design of a new Council Chambers. The design will utilize existing structures totaling approximately 123,000 gsf, plus an option of constructing a new adjacent Council Chambers, meeting the City’s needs and expectations.

C. Cost Estimating (includes Schedule)

After Consultant establishes the Planning and Design concepts, the firm will then prepare a total project cost estimate for the architectural design and engineering phase (Phase II) of the project. The required cost should include, but are not limited to the following:

- 1) “Soft” project costs (include but not limited to): architectural and engineering, environmental clearance, permitting and regulatory approvals, third-party testing/consulting, etc.
- 2) Cost estimates to construct the improvements.

A project schedule bar chart will be provided outlining key dates, milestones, and durations, see Work Plan following.

D. Coordination/Meetings (includes Report Preparation)

Consultant will attend multiple meetings with City staff as needed to finalize the design. At a minimum, this will include a project kickoff meeting, design-planning meetings, and meet with and assist staff during the assessment and initial design phase, as required. Initial Findings and Final Reports will be provided, see Work Plan following.

E. City Support

The City will furnish access to all information, data, maps, drawings, and reports as currently exist. The City will cooperate in the carrying out of the work without undue delay, including making key staff available at key points in time including but not limited to City IT representative, building maintenance representative, and City electrician, if any. The selected firm agrees that the City’s responsibility to provide access to information is limited to data of the record in City files and the format as recorded. The selected firm shall notify the City of deficiencies discovered by investigating existing information and conditions. Consultant will rely on prior studies provided by City including but not limited to these due diligence studies: “Building Assessment Waterfront Towers 501 & 509 West Weber Avenue”, by LDA Partners, dated December 2017; and “Phase I Environmental Site Assessment Report Waterfront Towers”, by Condor Earth, dated October 30, 2017. City will provide an in-progress energy study to Consultant who will incorporate any findings that City wants included and which fit within budgetary constraints.

WORK PLAN

Following is the 10-step Work Plan which will be used to implement the study and will deliver the information to: properly define the problem; provide practical solutions; and provide the City what it needs to make decisions going forward and, on a budget, that it approves.

Consultant will use an iterative approach whereby all project deliverables are developed concurrently and presented with increased level of development at each step along the way. This allows the City to get the complete picture, including cost, as it is emerging, putting it in a position of informed decision-making along the way. Especially regarding things such as priorities vs. cost and eliminates “surprises” at the end of the study.

Due to the project’s size and complexity, there will be two committees. First, an administration-led Working Group of key persons/constituents who would work directly with Consultant in conducting the study and will help produce Interim Findings. Secondly, there will be an Executive Committee (e.g. City Manager, Department Heads, other) whose job it will be to make sure the goals are clear at the outset, to oversee Interim Findings as they emerge from the Working Group, to direct any course-changes to the work midstream if necessary.

This process is intended to create positive results and keep key leaders informed, without the need for them to attend all meetings. Consultant will facilitate meetings of the Working Group as well as the Executive Committee with a results-oriented approach to make the best use of participant’s time.

Following is the 10-step Work Plan, forming the basis of the cost proposal. Preparation of the final report is estimated to take three (3) months, or 12 weeks, after notice to proceed, finishing up and presenting as early as February 6, 2019. The meetings shown below will be conducted as collaborative “work sessions” where it is envisioned that Consultant will interact with City staff in an open setting, and in presence of information Consultant will provide to facilitate decision-making. These meetings will be concise and designed to make the best use of City time and resources. Tentative dates for the meetings and required work intervals between are shown below, for these purposes Consultant has assumed a notice-to-proceed on November 2, 2018 (based on the completion of contract execution), one day after contract approval by Council.

STEP #1 - Kick-Off Meeting, Tours, and Key Personnel Interviews

\$13,800

(Wednesday, November 7, 2018, 8:30 am – 12:00 noon morning session, 1:00 pm – 5:00 pm afternoon session. 4-week interval to next Meeting)

The morning session begins with a 30-minute kick-off meeting with members of both the Working Group and the Executive Committee. Discussed will be CM's introductions; formation of the Working Group and their role; City decision-making process generally; scope and work plan for the study; schedule; project goals, including budgetary ones if applicable. Next there will be a 1 ½ hour tour of the Waterfront Towers located at 501 and 509 West Weber Avenue, followed by a 1 ½ hour tour of existing City Hall. After lunch, there will be a 4-hour session of one-on-one interviews with key personnel in the following departments: City Manager; City Attorney; City Clerk; Administrative Services; Community Development; Economic Development; Human Resources; Information Technology; Fire Administration; and Public Works. Consultant will conduct work session with Planning and Building Department, representatives to discuss conditions at 501 and 509 West Weber Avenue and to explore zoning and any limitations to development. During the day Consultant will discuss with City staff and the Police Department the City's emergency operations plan (EOP); trends affecting future City governance; General Plan growth projections; planning horizon; goals for resiliency, also energy and environmental LEED goals for the project. In the likely case these interviews and sessions require more time, Consultant will schedule a continuation day for any that cannot be accommodated. Consultant will collect background information from the City, including current organizational charts, budget staff authorizations, General Plan growth projections, site data, utility maps, topo map, existing building plans, plans marked with where current staff sit in the various City buildings, in-progress energy study, and any other material relevant to 501 and 509 West Weber Avenue site.

STEP #2 - Technical Inspections, Prepare Draft Existing Conditions Supplemental Assessment

\$19,200

Based on a review of available plans, inspections, and due diligence studies conducted above, Consultant will prepare a supplemental assessment of the existing buildings and expand the list of deficiencies to those relevant to the remodel plans, including but not limited to the following areas: accessibility ADA; space utilization; ability to meet required program elements; site circulation; building code issues; drainage issues; cost to remodel; etc. A structural review of plans will be conducted utilizing the results of the Tier 1 evaluation contained in the due diligence studies to determine the nature of likely

structural upgrades required. Structural Tier 2 and Tier 3 studies, conceptual engineering plans and hazmat assessment are not included. Consultant will inventory existing modular furniture currently in use by City for potential reuse and to minimize cost of any new furnishings required. The current TSCS will be visited by Consultant and City staff to determine existing conditions and new space needs and utility services.

STEP #3 - Prepare Draft Space Planning Layout, Conceptual Design, Preliminary Estimate
\$70,400

Based on data analysis and information discussed at the Kick-off and Interviews, Consultant will identify the required level of service, staff, and facilities required currently and a rough projection for future needs for City services within the planning horizon. Consultant will at a general level of detail compare current-required with approximate current-actual conditions, which will highlight current deficiencies. Consultant will prepare preliminary staff and space needs programming tables, adjacency diagrams, preliminary flow diagrams which, for explaining the desired flow of processes, material, and personnel for City services, including for Council Chambers, Permit Center, Revenue Services, and the relocation of the main Traffic Control System (TSCS). The existing TSCS will be discussed and requirements for a new TSCS at relocated City Hall will be identified, including any space and utility provisions. Based on above, Consultant will prepare alternative Space Planning concepts for layout of new City Hall at 501 and 509 West Weber Avenue. Required site elements will be identified for City Hall, including a parking study to determine calculated requirements for staff, visitor, and special use vehicles and to determine adequacy of existing parking, and/or space available for parking which may need to be added. These site requirements will be used to determine required site size and inform site sketches to follow. Consultant will prepare preliminary site plans and floor plate layouts for Waterfront Towers located at 501 and 509 West Weber Avenue. Alternative site layouts will be used to check for program fit and functionality, access to roadway, ability to provide separate means of access, etc. The site will also be reviewed to make sure it is made as resilient to disaster as is possible within the budget. This means that potential threats to the site will be identified (e.g. flood, proximity to rail, freeway, etc.), any risks to operations will be identified (e.g. prolonged power outage, other), and any design mitigation measures will be discussed, including their additional cost, if any. Any relevant planning and zoning constraints for the site and any buildings to be located on it - including potentially the Council Chambers - will be reviewed. Findings from in-progress energy study will be reviewed for possible incorporation into the work, including potential use of parking lot for photovoltaic production. Consultant will prepare a preliminary project schedule and

budget-level cost estimate for the project for discussion at the upcoming Working Group meeting.

STEP #4 -Working Group Meeting #1 – Review Needs Assessment, Space Planning, Conceptual Design and Estimate

\$14,100

(Wednesday, December 5, 2018, 10:00 am – 12:00 noon morning session, 1:00 pm – 3:00 pm afternoon session).

Consultant will conduct a 2-part work session with the Working Group including other necessary City staff including but not limited to City IT representative, building maintenance representative, and City electrician if any. City IT needs will be discussed including City IT standards, fiber optic utility infrastructure, HVAC redundancy and fire protection for IT rooms, etc. All aspects of the study - including cost - will be reviewed at a concurrent level of development positioning the City for informed decision-making. Consultant will review and critique: the preliminary assessment of existing conditions; staff and space needs both current and projected preliminary Site and Floor Plan sketches; the alternative Space Planning layouts; timeline; and cost. Consultant will discuss comparative analysis and identify range of costs and discuss funding mechanisms and likely maximum allowable budget which must be met. Consultant will identify the feasibility of placing Council Chambers within the existing buildings vs. a new purpose-built Council Chambers on the site. Consultant will discuss the preferred alternatives with which to proceed in completion of the study, including any political considerations, magnitude of required funding, etc. Discuss the creation of an Interim Findings report to be presented to the Executive Committee for approval to proceed or for any redirection of the study. After the Working Group session, Consultant will meet with Planning and Building Department representatives to discuss the various site plans, any building department issues.

STEP #5 - Revise Key Elements and Create Interim Findings Report Based on Working Group Feedback

\$52,000

Based on feedback received in above Working Group meeting, Consultant will revise any key elements that require redirection or change, answer any questions, and resubmit to City as an Interim Findings Report for approval, or redirection, by the Executive Committee. Includes any tentative decisions on conceptual designs, cost, schedule and path forward.

STEP #6 - Working Group Meeting #2 – Review Interim Findings: Needs Assessment, Space Planning, Conceptual Design and Estimate

\$16,600

(Wednesday, January 9, 2019, 10:00 am – 12:00 noon morning session. 0-week interval to next milestone)

Consultant will present Interim Findings including needs assessment, site development, and conceptual Designs for the new Stockton City Hall. Confirm decisions and that all goals, including budgetary ones, have been met. Discuss any political considerations, magnitude of required funding and from what source. Provide direction to complete the study.

STEP #7 - Executive Committee Meeting #1 – Review Interim Findings

\$1,700

(Wednesday, January 9, 2019, 1:00 pm – 2:00 pm. 3-week interval to next Meeting)

Consultant will present Interim Findings including needs assessment, site requirements, preferred location and conceptual Designs for the new Stockton City Hall. Confirm decisions and that all goals, including budgetary ones, have been met. Obtain approval to proceed with completion of the study, or if necessary, revise portions of the work before proceeding.

STEP #8 - Revise Key Elements in Interim Findings Based Feedback from Executive Committee

\$13,800

Based on feedback received from Executive Committee, Consultant will revise any key elements that require redirection or change, answer any questions, and present the Final Report to the Executive Committee including all recommendations, staffing, space planning, conceptual design, cost, schedule, etc.

STEP #9 - Executive Committee Meeting #2 – Review Final Report

\$1,700

(Wednesday, January 30, 2019)

Consultant will present Final Report to Executive Committee for approval to proceed to City of Stockton Council meeting for their review and action, see following.

TOTAL PHASE I BASIC SCOPE FEE (Not-to-exceed maximum price)
\$203,300

(OPTIONAL) STEP #10 - Review Final Report with Stockton City Council

\$2,900

(Tuesday, February 26, 2019)

Consultant will assist City staff in writing staff report and will attend City Council meeting to assist City staff in the presentation of the Final Report to Councilmembers. Consultant will assist in answering questions from Councilmembers and any that arise in public comment. Obtain approval to proceed with Phase II of the project.

Steps may proceed concurrently with one another at Consultant's discretion in prosecuting the work. Costs shown for each step are fixed-fees which will be billed monthly on a percent-complete basis.

DELIVERABLES

- Staff and Space Needs Summary, in tabular form.
- Space Standards, in diagram and tabular form.
- Adjacency Diagrams, showing desired adjacencies and any required separations.
- Site Master Plan layout sketch alternatives, scale to be determined.
- Building Floor Plate layout sketches, scale to be determined.
- Conceptual Site Plan, showing the preferred alternative, scale to be determined.
- Conceptual Floor Plans, showing the preferred alternative, scale to be determined.
- Council Chambers layout, whether in-building, or separate building.
- Space Planning Layout for each building floor plan, scale to be determined.
- Preliminary Cost Estimate, in functional group format.
- Preliminary Project Schedule, bar chart format.
- Project Design Narrative.
- Resiliency Analysis, including design mitigation measures as applies.
- Interim Report, provided as electronic PDF copy ready for printing or distribution by City.
- Final Report, provided as electronic PDF copy ready for printing or distribution by City.
- Engineering assessments including: supplemental narrative description of the structural, mechanical, plumbing, and electrical system updates or replacements required for this remodel followed by contribution to functional group cost estimate.
- List of recommended further study prior to next phase of work (e.g. water and air survey, geotechnical investigations and report, other).

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 **\$2,000,000** per occurrence or claim, \$2,000,000 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 endorsed as 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 endorsements limiting the Consultant's insurance coverage to the sole negligence of the Named Insured.

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.

EXHIBIT C
PROJECT SCHEDULE

Task	Schedule Dates
Agreement to City Council	October 16, 2018
Notice to Proceed	November 2, 2018*
Kick-off Meeting, Tours, City Staff Interviews	November 7, 2018
Working Group Meeting #1: Review Needs Assessment, Space Planning, Conceptual Design & Estimates	December 5, 2018
Working Group Meeting #2: Review Interim Findings	January 9, 2019
Executive Committee Meeting#1-Review Interim Findings	January 9, 2019
Executive Committee Meeting #2-Review Final Report	January 30, 2019
Final Report Due: Space Planning/Assessment/Design Concept/Cost Estimates	February 6, 2019

*May be adjusted based on turnaround time for contract execution purposes.