

File ID: 2026-01117

6/23/2026

[Professional Services Agreement] Reconnecting Old North Sacramento Plan (T15255400)

File ID: 2026-01117

Location: District 2, District 3

Recommendation: Pass a **Motion:** 1) awarding a Professional Services Agreement to Kittelson & Associates, Inc.; and 2) authorizing the City Manager or designee to execute a Professional Services Agreement with Kittelson & Associates, Inc. for the Reconnecting Old North Sacramento Plan (T15255400) for an amount not-to-exceed \$749,988.

Contact: Nicole Zhi Ling Porter, Senior Transportation Planner, (916) 808-8519, nporter@cityofsacramento.org; Jennifer Donlon Wyant, Mobility and Sustainability Division Manager, (916) 808-5913, jdonlonwyant@cityofsacramento.org; Department of Public Works

Presenter: None

Attachments:

1-Description/Analysis

2-Agreement with Kittelson & Associates, Inc.

Description/Analysis

Issue Detail: The City received a USDOT Reconnecting Communities grant through the Sacramento Area Council of Governments to develop the Reconnecting Old North Sacramento Plan. The plan area includes the Old North Sacramento area and extends from Lampasas Avenue to the north, Capital City Freeway to the east, the American River to the south, and Northgate Boulevard to the west.

The goal of this planning effort is to better understand, and address long-standing transportation and connectivity challenges associated with Highway 160, Capital City Freeway (Interstate Business 80 Loop/State Route 51), and the Union Pacific Railroad (UPRR) lines within Old North Sacramento communities. This community area plan proposes projects, programs, and policies intended to improve connections between residents and daily destinations through affordable, accessible, and multimodal transportation options. The outcome will be a community-driven, implementation-oriented plan that identifies near- and long-term projects, programs, and policies aimed at enhancing mobility, access, and safety for community members while supporting local businesses and neighborhoods.

City Council approval is required to award and execute a Professional Services Agreement with Kittelson & Associates, Inc.

Policy Considerations: The submission of the project is consistent with the City General Plan goals of promoting safety and enhancing livability, sustainability, and economic vitality. The recommendations in this report are in accordance with the following specific policies from the Sacramento 2040 General Plan:

1. M-1.9 Equitable Processes and Outcomes. The City shall ensure that the transportation system is planned and implemented with an equitable process to achieve equitable outcomes and investments so that all neighborhoods one day will have similar levels of transportation infrastructure such as sidewalks, marked low stress crossings, and bikeways.
2. M-1.10 Community Engagement. The City shall continue to engage the community in decisions that affect mobility, including planning, design outcomes and implementation, with a particular focus on planning with, and not for, historically marginalized, disadvantaged communities and environmental justice communities.
3. M-1.11 Increase Bicycling and Walking. The City shall strive to increase bicycling and walking citywide so that it can meet its equity, reduced vehicle miles traveled, and sustainability goals.
4. M-1.12 Light Rail Transit (LRT) Station Access Improvements. Through the development approval process and public and private investments, the City shall foster additional walking and bicycling connections to light rail stations and strengthen existing connections to enhance first/last-mile connectivity and make it easier to travel between the station and surrounding neighborhoods and destinations. As feasible, connections should include pedestrian-level streetlighting and tree shading.
5. M-3.2 Street Design. The City shall ensure street design and potential redesign opportunities for existing streets minimize driver speed as appropriate within residential neighborhoods and incorporate street trees wherever possible without compromising connectivity for emergency access or people bicycling, walking, and using mobility devices.
6. M-4.1 Application of Safety. The City shall design, plan, and operate streets using complete streets principles to ensure the safety and mobility of all users.
7. M-4.2 Safer Driving Speeds. The City shall work to maximize the safety of the transportation network by designing streets for lower driving speeds and enforcing speed limits in an unbiased manner as well as promoting safer driving behavior.
8. M-4.6 Rail Crossings. When designing improvements near rail crossings, the City shall collaborate with rail agencies to improve safety at street-grade intersections with rail crossings and in the vicinity of light rail stations through design, planning, and operation.

9. LUP-6.12 Reconnecting Communities. The City shall support efforts and opportunities to reconnect communities that were disconnected by large infrastructure projects and developments, including but not limited to freeways, railways, and buildings.
10. E-4.2 Inclusive Economic Development Investments. The City should invest in projects and programs that advance inclusive economic development and reduce inequities.

Economic Impacts: None.

Environmental Considerations:

California Environmental Quality Act (CEQA): The award of a professional services agreement for the preparation of a mobility planning study is exempt from the requirements of CEQA pursuant to CEQA Guidelines Section 15262, Feasibility and Planning Studies. Section 15262 exempts projects involving only feasibility or planning studies for possible future actions, which have not been approved, adopted, or funded. It is anticipated that future projects identified in this study may be subject to environmental evaluation under CEQA guidelines and possibly National Environmental Policy Act (NEPA) requirements.

Sustainability: The development of a plan for multimodal transportation improvements furthers the City's commitment to sustainability. One of the plan areas of focus will be to support access to affordable and accessible transportation options like walking, biking, rolling, and riding transit, so that dependence on single-occupancy vehicles is reduced.

This community-driven, implementation-oriented plan will include near- and long-term projects, programs, and policies aimed at enhancing mobility, access, and safety for Old North Sacramento community members. The plan will also identify opportunities to address mobility challenges created by Highway 160, Capital City Freeway, and the Union Pacific Railroad for people walking, biking, rolling, and riding transit to daily needs.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: A Request for Proposals for professional services was advertised for the project per City guidelines and federal funding requirements. The City received eight proposal submissions, which were reviewed and scored by an unbiased selection panel. The selection panel met to discuss the written proposals and shortlisted four firms (in alphabetical order): Baird & Driskell (Community Planning Collaborative), Jacobs Engineering, Kittelson, and Mark Thomas.

Interviews were held on April 3, 2026. Four teams were interviewed, and a selection panel scored and ranked the teams. Kittelson & Associates, Inc. was unanimously selected as the preferred consultant team. Staff recommends awarding a Professional Services Agreement to Kittelson & Associates, Inc., since it is the highest ranked applicant.

Pursuant to section 3.56.090 of the Sacramento City Code, all contracts involving an expenditure of \$250,000 or more must be authorized by the city council. Since the Professional Services Agreement with Kittelson & Associates, Inc. exceeds \$250,000, City Council approval is required.

Financial Considerations: The Plan is expected to cost approximately \$1,200,000. The City received a \$1,000,000 USDOT Reconnecting Communities grant through a regional partnership with the Sacramento Area Council of Governments. The City also allocated \$200,000 in local funding for other project costs. There are no General Funds planned or allocated for this project.

There is sufficient funding to execute the agreement with Kittelson & Associates, Inc. for an amount not-to-exceed \$749,988 and cover all remaining project costs.

Local Business Enterprise (LBE): Not applicable to this project due to the federal funding involved.

Background: On February 11, 2026, City staff released a Request for Proposals (RFP) for professional services to provide assistance to City staff for the Reconnecting Old North Sacramento Plan.

On February 18, 2026, the City held a pre-proposal meeting; proposal submissions were due on March 11, 2026. The City received eight proposals and shortlisted four firms to interview on April 3, 2026. The selection panel recommended Kittelson & Associates, Inc. as the highest ranking firm and scope negotiations began on April 22, 2026. Scope negotiations concluded with the mutual satisfaction of both parties.

The professional services to be performed by Kittelson & Associates, Inc. will result in the following deliverables:

- Existing Conditions Report
- Technical Analysis Report that includes: Equity and Environment Analysis, Public Life Analysis, Economic Development Analysis, and Mobility and Access Evaluation
- Community Engagement that includes: Community Engagement Plan, Community Advisory Group, Technical Advisory Group, and events throughout each phase of the project
- Community Vision and Implementation Actions Report
- Administrative Draft, Public Draft, Final Draft, and Final Plan

CONTRACT #: PRC004309
CONTRACT NAME: Reconnecting Old North Sacramento Plan
AGREEMENT TERM: 6/23/26 – 12/31/2029
AUTHORIZED RENEWALS: None
DEPARTMENT/DIVISION: Public Works / Mobility & Sustainability

PROJECT: T15255400
NOT-TO-EXCEED AMOUNT: \$749,987.21
SOLICITATION: P26151111013
LBE (Y/N): N/A
COUNCIL FILE ID: 2026-01117

CITY OF SACRAMENTO

**PROFESSIONAL SERVICES AGREEMENT
FOR ARCHITECTS, LANDSCAPE ARCHITECTS,
ENGINEERS, AND LAND SURVEYORS**

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

Kittelson & Associates, Inc.

*2510 J Street, Suite 200, Sacramento, CA 95816
Phone: 443.524.9433 / E-mail: ytakesian@kittelson.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 **June 23, 2026**.
- 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 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.
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 3.64. 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 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 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.

[Signature Pages Follow Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

Nicole Zhi Ling Porter / Project Manager
915 I Street, Sacramento, CA 95814
Phone: 916.808.8519 / E-mail: nporter@cityofsacramento.org

The CONTRACTOR Representative for this Agreement is:

Yolanda Takesian / Project Manager
2510 J Street, Suite 200, Sacramento, CA 95816
Phone: 443-524-9433 / E-mail: ytakesian@kittelson.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 through **December 31, 2029**. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to make delivery of Goods or perform Services in compliance with this Contract.
- 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: 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.

PROJECT APPROACH

Our approach is centered on understanding the full journey residents make, from the streets near their homes, to the crossings they rely on, to the places they are trying to reach. We will work in close partnership with City staff and the community, using an equity focused lens to combine existing data, on the ground observation, and direct engagement to identify where access breaks down at key seams. We then translate that understanding into clear design concepts, programs, and policies that the City can realistically advance. The result is a focused, place-based roadmap that moves from lived experience to implementable action.

Task 1: Project Initiation & Management

We will set up the project as a true partnership with City staff and the project team, establish clear decision-making and accountability, and surface the real baseline, not always present in prior reports. This helps avoid repeating work and verifies the plan addresses barriers that have kept past efforts from translating into lasting change.

Project kickoff and partnership setup: We will convene a project kickoff meeting with the City and project team to confirm roles and responsibilities, communication protocols, and decision-making processes, and to align on expectations for coordination across departments, advisory groups, and partner agencies.

City staff working session: We will facilitate an early working session with City staff and key partners to surface operational realities that should shape the work ahead, including known problem locations, implementation constraints, and lessons learned from prior efforts. This session will ground the project in how decisions are made and how work is implemented.

Scope and schedule confirmation: Using insights from the kickoff and working session, we will confirm and refine the final scope of work and project schedule so effort stays focused on unresolved questions and priority decisions, while fully meeting the RFP requirements.

Ongoing project management: We will manage the project through biweekly project management meetings focused on coordination and decision-making, supported by monthly progress reports and invoices that track schedule, budget, and upcoming milestones. Yolanda Takesian and Matt Braughton will be available by phone, email, and for additional meetings outside of scheduled check ins, as needed.

Quality Control: All deliverables will follow a three step review process, including task lead technical review, independent senior reviewer oversight, and final project manager sign-off to ensure accuracy, clarity, and readiness for City review.

Task 2: Data Collection and Existing Conditions

Old North Sacramento does not lack prior studies or data. The challenge is that most existing work looks at systems in isolation, while residents experience them as a continuous journey from their front door to opportunity. In this

task, we will assemble and align existing data and plans, then verify the baseline through field review and engagement to understand where access breaks down at key seams and crossings, and why. This task establishes the baseline measures used later to evaluate concepts, including access, safety, comfort, and reliability. The goal is not to restudy the area, but to establish a shared, engagement-ready baseline that clearly identifies which streets, crossings, and connections matter most for reconnection. Priority seams identified through this work will be shared with the Community Advisory Group to confirm ownership, constraints, and approvals needed to proceed.

2.1 ASSEMBLE AND ALIGN EXISTING DATA AND PLANS

We will begin by compiling and reviewing existing data and prior studies completed in and around Old North Sacramento, including recent neighborhood, corridor, and citywide efforts. This includes work completed through Sacramento Neighborhood Connections and Streets for People plans, Del Paso Boulevard and Marysville area planning, Arden/Auburn-related corridor studies, and relevant City policies/programs.

Using City-provided and publicly available sources, we will assemble a single baseline covering cultural, demographic, economic, and mobility contexts.

- Area history related to equity and mobility
- Population and demographic conditions
- Existing/planned land use and community destinations
- Existing/planned active transportation and transit network

Rather than re-analyzing, we will organize to clarify:

- What is well understood and consistent across studies
- Where findings are unresolved or contested
- What cannot be answered through data alone and requires lived experience, field observation, and communication with stakeholders

2.2 OPPORTUNITY PATHWAYS ATLAS

We will translate the baseline into a clear, map-based framework that shows how residents reach daily needs and opportunity destinations.

The Opportunity Pathways Atlas brings together:

- Destinations residents rely on locally and regionally, including jobs, education and training, healthcare, downtown Sacramento, Sacramento State, and Arden-area destinations
- Seams and crossings required to reach those destinations across Highway 160, the Capital City Freeway, and the UPRR
- Local access streets residents realistically use to approach and navigate those seams

This is not a modeling exercise. It is a practical tool that highlights where destinations appear close on a map but are disconnected in daily life, and where missing services or unsafe connections lead to longer, less reliable trips. The Atlas is the shared reference for later analysis and prioritization.

2.3 FIELD VERIFICATION AND VALIDATION

To ensure the baseline reflects current conditions, we will complete targeted field review focused on how streets, seams, and crossings function on the ground. Observations include:

- Seam crossings that exist but feel unsafe or indirect

- Informal crossings and desire lines, and why they occur
- The “last 200 feet” on both sides of crossings, including landing conditions, lighting, comfort, personal security, and basic accessibility conditions
- Transit stops and transfer environments where opportunity trips depend on reliability and dignity

We will then bring the Existing Conditions findings to the Community Advisory Group in an interactive working session.

Using trace-over maps, route prompts, photos, and discussion focused on real trips, we will validate:

- Which seams matter most for reaching opportunity
- Which local access streets are actually used, compared with the routes that appear best on paper
- Where conditions are worse, or different, than they appear in plans or data

This step ensures the Existing Conditions Report reflects lived experience and sets up the technical analysis and concept development that follow.

Task 2 Deliverables:

- Existing Conditions Report that compiles and aligns prior work and current data, documents on the ground conditions at key seams and crossings, and presents a framework for later tasks.

Task 3 Technical Analysis

Task 3 translates the baseline established in Task 2 into focused, place-based analysis that explains why access breaks down and what needs to change. Rather than reanalyzing conditions citywide, this task concentrates on local access streets, seams, and opportunity pathways that matter most for reconnecting Old North Sacramento. We complete the four coordinated analyses that address equity, environment, public life, economic conditions, mobility and access.

We evaluate the same real-world chain of experience: Each analysis lens examines a different dimension of that same chain and directly informs the design concepts, programs, and policies developed in Task 5. As part of this work, we will screen each priority seam and access route for physical constraints, ownership, and approval requirements, so analysis results translate into recommendations that are desirable and realistically implementable. This screening will help clarify what can move forward now, what must be phased, and where non-capital strategies may be more effective in the near term.

3.1 EQUITY AND ENVIRONMENTAL ANALYSIS

Access to opportunity, health, and upward mobility. This analysis examines how inequities accumulate along the routes residents rely on to reach jobs, education, training, and essential services, with a focus on route level conditions and seam crossings where residents experience the greatest barriers to safe, comfortable, reliable access. In Old North Sacramento, major transportation infrastructure creates barriers that residents must navigate to reach higher-paying employment, education, and workforce training opportunities. This analysis connects transportation conditions at priority seams, crossings, and approach routes to equity and health outcomes, and it helps identify where improvements can reduce cumulative harm and expand access to opportunity.

What we will do

- Focus analysis on priority seams, crossings, and approach routes identified in Task 2.
- Examine socioeconomic, mobility, and environmental conditions along real travel paths, not just at a neighborhood scale.

- Evaluate how seam conditions affect access to higher-paying jobs, education, training programs, and essential services.
- Incorporate health-related considerations such as exposure to air pollution, noise, heat, lack of shade, stress, and injury risk along walking, waiting, and crossing environments.
- Use engagement and field observations to ground findings in lived experience, particularly where cumulative burdens are highest but least visible in aggregate datasets.

What this analysis produces

- Identification of seams and approach routes that constrain access to opportunity and healthy daily travel the most.
- Direction on where reconnection investments can most reduce cumulative harm and improve access to jobs, education, training, and services.
- ✓ Equity and health-informed priorities that shape design, phasing, and funding strategies in Task 5.

3.2 PUBLIC LIFE ANALYSIS

Building on seams and access streets identified in Task 2, this analysis examines how public space functions near infrastructure barriers today and how it can support daily life, gathering, and neighborhood identity as reconnection occurs. We will document where residents gather, where they pass through quickly, and where public life is suppressed by vacant properties, poor frontage, or other hostile conditions. Using established Public Space, Public Life methods associated with the Gehl Institute, we will work with City staff to confirm which public life priorities and measures should guide analysis.

What we will do

- Conduct field review at priority seams, access streets, and seam-adjacent spaces.
- Document how residents use or avoid these spaces through walking audits, seam “walkshops”, transit intercept surveys and ride-alongs, and observations.
- Identify vacant or underutilized properties and right-of-way areas that influence how seam environments feel/function
- Evaluate public realm conditions such as lighting, enclosure, noise, heat, visibility, and frontage activity.
- Identify opportunities where placemaking, programming, lighting, art, or modest physical changes could help transform barrier edges into usable neighborhood seams.

What this analysis produces

- Locations where public life can be strengthened as part of reconnection, not as a separate amenity.
- Direction on where placemaking can support safety, comfort, and sense of place near seams.
- Inputs to design concepts that show how barriers can become gateways rather than edges.

3.3 ECONOMIC ANALYSIS

Reducing forced travel and expanding access to opportunity. This analysis focuses on two complementary needs, strengthening the neighborhood so fewer trips for jobs, services, and daily needs are necessary, and improving connections for trips that occur beyond Old North Sacramento.

What we will do

- Assess existing and anticipated economic conditions using available data and prior City work, including lessons from initiatives such as Forward Together Pilot Grants.

- Identify services, destinations, and amenities that residents rely on, and where gaps contribute to longer or more difficult trips.
- Evaluate how seam conditions affect access to higher-paying jobs, education, and workforce training.
- Identify policy, program, and partnership strategies that support local stabilization, equitable development, and anti-displacement goals.

What this analysis produces

- Clear distinction between trips that can be shortened through local investment and trips that should be better supported through improved connections.
- Identification of economic strategies that complement physical reconnection.
- Inputs to implementation actions that align mobility improvements with economic opportunity.

3.4 MOBILITY AND ACCESS ANALYSIS

Building on citywide analysis to capture what it misses. The City has already completed extensive network and access analysis, including comfort, safety, and trip distance evaluations through efforts such as Sacramento Neighborhood Connections and Streets for People. This analysis builds on that foundation and focuses on where citywide tools fall short.

What we will do

- Use existing access and origin-destination analysis as a starting point, rather than recreating it
- Focus additional analysis on priority seams, approach routes, and destinations identified in Task 2
- Identify community gathering places and informal destinations that matter locally but are not captured in citywide datasets
- Analyze crashes, safety risk, and reliability at seam environments and along access streets
- Document the routes people take to destinations including transit and transfer points and how they move through crossings field observation and engagement

What this analysis produces

- Understanding of where access breaks down despite appearing connected at a system level
- Identification of seam and access street improvements with the greatest opportunity impact
- Direct inputs to design concepts, quick-build opportunities, and phasing decisions in Task 5, including where operational changes or targeted mobility strategies may deliver benefits faster than capital construction

Task 3 Deliverables:

- Draft, Revised Draft, and Final Technical Analysis Report
 - Present an integrated narrative organized around priority access streets, seams, crossings and opportunity pathways
 - Explain where and why access breaks down in daily life, and what needs to change
 - Establish the Reconnection Typologies used to organize conceptual design packages and implementation actions
 - Provide clear, place-based recommendations that move directly into Task 5

Task 4: Community Engagement

Through Civic Thread's history of working within the culturally unique communities of Old North Sacramento, the Kittelson Team will implement engagement strategies that respect and honor cultural values, social norms, and

preferences. We will provide welcoming environments for trusted engagement that will support meaningful dialogues and result in authentic outcomes. The Team elevates community-generated knowledge to inform technical analysis and uses consensus-based approaches to highlight resident insight that meaningfully shapes project priorities.

Civic Thread's multiyear CARB-funded Community Air Grant, as well as recent engagement for the Vision Zero Action Plan Update and the Streets for People Plan have established a network of community leaders who are already deeply engaged in conversations about mobility, safety, environmental health, and community-supported programs.

4.1 TECHNICAL ADVISORY GROUP

The Kittelson Team will work the City to recruit, schedule, facilitate, and develop materials for six (6) Technical Advisory Committee meetings. These meetings will discuss key phases of the project development, providing an opportunity to discuss, refine, and direct the project's framework and deliverables. Meeting documentation, including notetaking and follow-up action list will be provided following each meeting.

4.2 COMMUNITY ADVISORY GROUP

The convening of a Community Advisory Group (CAG) is a central engagement method that the Kittelson Team successfully implements on its planning projects to ensure community members are engaged in the planning process at every step of the way. The CAG will include up to 10 residents and community leaders with geographics and cultural ties to Old North Sacramento. It may also include area youth, small businesses, investors and/or organizations active in community service. Members will be compensated based on a participation-based model and goes beyond attendance in meeting time, but also includes attendance at engagement events, preparation, and follow-up/capacity building needed to understand and inform technical solutions. The CAG recruitment will use a hybrid approach that prioritizes existing trusted relationships while creating open opportunities for new voices to join. The initial CAG convening will allow space for members to identify what community champions may be missing and should be at the table, and budget will allow for buffering of up to 2-3 member additions post recruitment. Civic Thread will conduct targeted outreach through established networks, use short multilingual interest forms to widen participation and work with the City to make co-create messages that help strengthen long-term trust.

The Team will also develop a simple governance structure that clearly outlines CAG roles, responsibilities, and decision-making expectations. The structure will define how and when the CAG provides advisory input, helps promote and refine engagement and technical materials and work towards shared recommendations at key project milestones. This ensures CAG members are effective and understand their roles, how decisions are made, and when their guidance is most needed.

Group structure and meeting frequency will be determined based on availability of residents/community partners to participate but the following shows our initial proposed meeting timings/purposes:

4.3 COMMUNITY ENGAGEMENT PLAN & ENGAGEMENT ACTIVITIES

The Community Engagement Plan will be co-created with the Community Advisory Group and will serve as the guiding framework for meaningful, accessible, and equity centered engagement across all phases of the Plan. The CEP will outline key principles, goals, priority audiences, language access needs, and preferred communication and digital tools. While engagement will be conducted both virtually and in person, the specific event types and formats will be selected in partnership with the CAG. Civic Thread will provide a menu of traditional and nontraditional engagement options for the CAG to choose from to ensure that all activities reflect community preferences, cultural norms and

accessibility needs. Civic Thread has budgeted for a range of event types in each of the categories below but will remain flexible to move resources and identify new events based on the CAG guidance.

How Engagement is Structured

Engagement follows four phases that align with the technical work and move from understanding to decision-making.

PHASE 1: Listening and ground-truthing access and seam experience (Early project, alongside Tasks 2 and 3)

This phase focuses on how residents experience barriers and routes today, building on existing data and prior engagement. Inputs will be captured in formats that allow routes and barriers to be mapped alongside technical analysis.

What this produces

- Grounded understanding of where crossings and routes fail in daily life
- Insights into why “available” connections are not trusted
- Early confirmation of the seams and access routes that matter most

PHASE 2: Working with community partners to shape priorities (Mid-project, aligned with Task 3 and Task 5.2)

This phase translates lived experience and technical findings into priorities, tradeoffs, and early direction for what moves forward. Where appropriate, partner with community-based organizations active in Old North Sacramento to convene participants, reach underrepresented voices, and ground discussions in trusted spaces.

What this produces

- Community-validated priorities for where reconnection should occur
- Technical input that shapes realistic design and policy
- Alignment between community expectations and implementation realities

PHASE 3: Review and refine Community Vision (Later project, aligned with Task 5)

This phase focuses on decision-making and refinement.

What this produces

- Refined concepts that reflect lived experience and feasibility
- Clear direction on what should happen first, next, and later
- Community input that directly shapes implementation

PHASE 4: Draft Plan engagement (Later project, aligned with Task 6)

This phase focuses on review and finalization of the Plan and use engagement methods to validate design tradeoffs, phasing options, and near-term vs. long-term actions. This phase will gather input that directly informs the final recommendations, phasing, and funding strategies.

What this produces

- Refined concepts that reflect lived experience and feasibility
- Clear direction on what should happen first, next, and later
- Community input that directly shapes implementation

Engagement in this task is intentionally tied to outcomes:

- Findings inform the technical analysis in Task 3
- Priorities shape conceptual design and phasing in Task 5
- Engagement supports decisions, not only documentation

Because engagement tools are tied to specific locations, routes, and concepts, inputs can be translated directly into design refinements, phasing decisions, and implementation priorities. This ensures engagement time is focused where it adds value and results in realistic recommendations.

4.4 WEBSITE AND DIGITAL CONTENT

In addition to in-person virtual events, Civic Tread will work with the City to create and maintain public facing digital content that supports project visibility, transparency, and opportunities for community input. Civic Thread will coordinate with the city to support the following tasks:

- **Project Website:** Civic Thread will develop content and manage the schedule for the City's Reconnecting Old North Sacramento project webpage. Content may include City-approved promotional and educational materials, CAG updates, Community event schedules, and technical deliverables. Three rounds of updates are budgeted.

Tier 1: High Intensity Events

- **Community Workshops:** Public events where residents participate in interactive activities to review materials, identify priorities, and provide feedback.
- **Community Walk Audits / Walkshop:** On-the-ground assessments with residents to observe conditions, identify safety concerns, and collect insights that inform the project.
- **Neighborhood Conversations:** Small group sessions hosted with community partners, schools, or neighborhood associations during existing meeting times.

Tier 2: Medium Intensity Events

- **Pop-Up Engagement at Everyday Destinations:** Short interactions at locations where residents already gather, like grocery stores, transit stops, community centers, or events. Pop-ups use simple, visual engagement prompts and allow quick input from residents with limited availability.
- **Community Interviews / Small Group Dialogues:** Virtual or in-person conversations with community and or affinity groups (PTAs, business associations, disability advocates, cultural groups, youth programs). These sessions help broaden representation and surface community needs.

Tier 3: Asynchronous Engagement

- **Multilingual Online Survey:** Collects feedback on travel patterns, safety issues, and priorities for infrastructure, programs, and policies.
- **Self-Guided Mobility Tours:** Residents will visit locations on a designated route at their convenience and share their vision for how these spaces could evolve into more comfortable connections and vibrant community places. Using an online tool, participants can record ideas, highlight opportunities and barriers, and help shape the project's overall vision and recommendations.

4.5 LARGE SCALE EVENT

To celebrate the project, Civic Thread will develop and host a large-scale community activation event in Old North Sacramento. This event will serve as an opportunity for residents to come together, learn about the project, celebrate neighborhood improvements, and participate in a no-cost community celebration.

This event is assumed to be hosted on private property. The location will be sourced in partnership with community champions and the CAG to ensure the space is accessible, familiar, and meaningful to Old North Sacramento residents.

This scope covers Civic Thread's staff time for all event planning and logistics, including coordination with the City, local artists, event vendors, and the Community Advisory Group (CAG) to ensure continuity and community alignment. Direct expenses include printing and supplies, food vendors, entertainment, and free activities for attendees. A set number of complimentary meal tickets will be made available so that residents can eat at no cost.

Event outreach will draw on the effective community engagement strategies developed through the CAG process. Civic Thread will also utilize Every Door Direct Mail (EDDM) to maximize reach across the neighborhood, and will work alongside community champions to ensure broad awareness and attendance.

If the CAG or community expresses a desire for a closed street/open-street style event, the Kittelson team will coordinate with the City on an amendment to cover the additional scope and fees associated with the additional required resources, or the City will be responsible for the additional related tasks/fees associated with an open streets-style event (e.g., traffic management plans, special event permitting, security, required law enforcement presence, venue fees, waste management, additional staffing, etc.).

Task 4 Deliverables:

- Community Engagement Plan (CEP) including stakeholder list
- Technical Advisory Group meeting (6) minutes, summaries, and coordination
- Community Advisory Group governance structure, final roster, and meetings (9), and materials
- Presentation materials, agendas, promotional materials and photos for: Tier 1 (3 events), Tier 2 (4 events), Tier 3 (1 activity)
- Website and Digital Content Creation for: Website updates (3 rounds)
- Community engagement summary
- Agenda, promotional materials, and photos for Large Scale Event

Task 5: Community Vision and Implementation Actions

This task translates technical analysis and engagement into a coordinated set of actions the City can realistically advance. Rather than starting with a project list, we organize findings around how residents experience barriers and access opportunity in daily life. The result is a focused set of actions that address seam crossings, neighborhood access, mobility options, land use and economic opportunity, workforce pathways, and public life as an integrated package.

The outcome is an implementation package that shows what to do, where to do it, and how to move from near-term improvements to longer-term reconnection across Highway 160, the Capital City Freeway, and the UPRR. Illustrated concepts, repeatable guidance, and phased actions help the City and its partners act quickly, keeping future goals in view.

Travel patterns identified through analysis and engagement help define modal priorities for key trip types and clarify where walking, biking, transit, or targeted mobility strategies will have the greatest impact. Each recommendation is

screened for agency ownership and approval requirements so actions are structured around what can advance now versus what requires coordination or longer-term investment.

5.1 DEVELOP COMMUNITY VISION

This step synthesizes the findings from Tasks 3 and 4 into a concise community vision that reflects how residents want to move, gather, and access opportunity in daily life. The vision is grounded in lived experience and designed to support decisions, not slogans. It distinguishes between what should be reachable locally and what must be accessible beyond the neighborhood, and it defines “reconnection” in practical terms at streets, crossings, and destinations.

The vision will describe:

- How residents want to move within Old North Sacramento and reach daily needs
- What it means to cross major barriers safely, comfortably, and with dignity
- How residents want to access jobs, education, training, healthcare, and regional destinations
- How public space, neighborhood identity, and reinvestment should evolve without displacement

The result will be:

- A concise, community-grounded vision that defines reconnection in real, day-to-day terms
- Clear guidance for prioritizing actions at access streets, seams, and opportunity pathways
- A shared framework that carries through design, phasing, and funding decisions

5.2 IDENTIFY SUPPORTING PROJECTS, PROGRAMS, AND POLICIES

Using priorities established through technical analysis and engagement, we translate the community vision into a coordinated set of actions organized around six categories of improvement. These categories reflect how barriers function in daily life and what tools are needed to address them.

Rather than treating infrastructure, programs, and policy as separate tracks, we develop them together so they reinforce one another and align with how the City delivers work across departments.

The categories include:

- Seam crossings where major infrastructure must be navigated to reach opportunity
- Neighborhood access and local connections that determine whether residents can comfortably reach those seams
- Mobility and long-distance access strategies where distance, travel time, transfers, or reliability limit access, including transit and rail access improvements, first and last mile connections, and targeted local mobility options
- Land use and economic opportunity strategies that reduce forced travel and support neighborhood stability
- Workforce development and support pathways that connect residents to education, training, and higher-wage employment through implementable actions such as partnership opportunities, access improvements to key training and education destinations, and navigation or support strategies that reduce barriers beyond the network.
- Placemaking and public life investments that transform barrier edges into recognizable neighborhood seams Recommendations within each category may include physical improvements, programs, partnerships, and policy actions, all organized using the Reconnection Typologies developed in Task 3 so the City can see where similar strategies apply across different locations.

Task 5.2a Concept Design Packages

For each Priority Seam (up to 10) and its supporting access network, we will prepare a Conceptual Design Package that makes recommendations physically legible. These packages illustrate how reconnection works on the ground and provide a shared reference point for decision-making, funding, and coordination. They address near-term quick-build opportunities and longer-term permanent improvements so the City can show immediate progress while advancing forward incrementally.

Concepts may include plan-view diagrams showing approach routes and crossings, typical sections illustrating pedestrian and bicycle space, buffers, lighting, shade, and frontage relationships, and before-and-after 3-D renderings that clearly communicate change. These planning-level concepts will be packaged so they can support quick-build pilots, inform cost estimation, strengthen grant applications, and guide future design and environmental work for both public and private development projects.

Task 5.2b Neighborhood-Scale Guidance and Templates

Not every improvement requires a custom design. Where conditions repeat, we will develop simple guidance and templates for applying typical solutions across the neighborhood, allowing the City to act quickly while reserving custom design for complex barrier crossings.

Task 5.3 Anticipated Benefits of Achieving the Community Vision

This step helps the City understand the value of recommended actions and make informed choices about where to focus effort and investment. Benefits are framed to support prioritization, sequencing, and communication with community partners. Rather than relying on abstract metrics, we will tie benefits to the outcomes identified earlier in the plan, including access, safety, comfort, and opportunity. We will document anticipated benefits related to equity and access to opportunity; safety and comfort improvements along access routes and at seams; connectivity and reliability gains across barriers; economic opportunity, health, environmental, and climate outcomes

TASK 5.4 ESTIMATED TIMELINE FOR IMPLEMENTATION

Each recommended project, program, and policy will be assigned to a clear implementation pathway that reflects community priorities, City capacity, complexity, and funding

- Near-term actions focus on quick-build projects, pilots, programs, and policy changes
- Medium-term actions include capital projects and expanded initiatives
- Long-term actions address major crossings and multiagency investments

Emphasis will be placed on actions that can be implemented now at low cost, recognizing that major investments may also be needed. Advancing early actions will help build trust and maintain momentum in a community that has already experienced significant planning and engagement.

TASK 5.5 FUNDING NEEDS AND OPPORTUNITIES

Rather than presenting a generic funding list, we will match recommended actions to realistic funding strategies. This includes identifying what can be implemented with existing City resources, what aligns with known local, state, or federal programs, and what future grants or partnerships the City should be positioned to pursue. Because Conceptual Design Packages are prepared at an implementation-ready level, they can be reused in grant narratives and with partner agencies.

Throughout this task, we will work closely with City staff to stress-test recommendations against constraints, identify responsible departments and partners, and clarify immediate next steps following plan adoption. The goal is not simply adoption, but momentum. The result is an implementation framework the City can use to move projects forward, pursue funding, and make coordinated decisions.

Task 5 Deliverables:

- Draft, Revised Draft, and Final Community Vision and Implementation Actions Report

Task 6: Plan Development

This task packages the work from Tasks 1 through 5 into a clear, accessible plan and supports the City through public review and adoption. The emphasis is on clarity, usability, and readiness for implementation. We will prepare an Administrative Draft and Public Draft of the Plan that communicates priorities, illustrates key concepts, and explains recommended projects, programs, and policies in plain language. Graphics and diagrams will be designed for reuse in presentations, grant applications, and future efforts. We will support the City in sharing the Public Draft and gathering feedback, working with the Community Advisory Group to confirm the most effective format and focus for review. Public input will be used to refine concepts, confirm priorities, and improve clarity. Following public review, we will prepare a Final Draft and Final Plan that incorporates feedback and is ready for adoption. We will assist City staff with presentation materials for commission and City Council review.

Task 6 Deliverables:

- Administrative Draft Plan
- Public Draft Plan
- Final Draft Plan
- Final Reconnecting Old North Sacramento Plan
- Adoption materials for commissions and City Council

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 \$ **749,987.21**. 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.

ATTACHMENT 1 TO EXHIBIT B

I. COMPENSATION AND PAYMENT

- A. CONSULTANT shall be reimbursed for services at the specific rate of compensation in the approved 10-H Form(s). Unless specifically identified as some other method, the specified rates shall include direct/base hourly rate, fringe benefits, overhead, and profit.
- B. CONSULTANT shall be reimbursed for Other Direct Costs (ODC), at rates as identified on the approved 10-H Form(s) with receipts for actual costs. Please refer to 10-H instructions for guidelines on reimbursable costs.
- C. If applicable, CONSULTANT shall pay prevailing wages to those workers employed on public works contracts performing applicable duties as required by the State Labor Code and City Code 3.60.180. CONSULTANT shall be responsible for any future adjustments to prevailing wage rates including, but not limited to, base hourly rates and employer payments as determined by the Department of Industrial Relations. Based on prevailing adjustments, CONSULTANT may request an adjustment in the rate(s) in the 10-H form. These adjusted rates will not go into effect until the approval date by the City of the Supplemental Agreement. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. A mistake, inadvertence, or neglect by CONSULTANT in failing to pay the correct rates of prevailing wage will be remedied solely by CONSULTANT and will not, under any circumstances, be considered as the basis of a claim against CITY on this Agreement.
- D. Unless specifically stated, the contract shall be a not-to-exceed by task, Other Direct Cost (ODC) line item, and total budget as included in the Cost Proposal. Written approval by CITY Project Manager is required for reallocation of budget between tasks, between ODC line items, or between tasks and ODCs. All reallocation requests must include an updated task, budget, and billing summary or revised Cost Proposal. If the reallocation will directly or indirectly require an increase in the total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section F.
- E. Written approval by CITY Project Manager is required for any staff substitutions or additions of staff under classifications included in the 10-H Form(s):

1. Updated 10-H Form(s) for CONSULTANT and/or SUBCONSULTANT shall be included, where applicable.
2. Any addition or substitution shall be paid at the same or lower rate of the previously approved or similar classification.
3. If a substitution involves Key Staff, CONSULTANT shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

If the staff addition or substitution will include a new classification, any rate increase, or will directly or indirectly require an increase in total contract amount, it will require a Supplemental Agreement to be approved by the CITY as described in Section F.

No work shall commence until agreement is executed. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.

- F. Supplemental Agreements are required for any changes to the scope and terms of the agreement, including but not limited to the following:
 1. Increasing the Agreement not-to-exceed amount.
 - a. Any increase to the not-to-exceed amount shall include a cost proposal documenting the increase.
 2. Adding task(s) within the advertised scope.
 3. Adding new classifications or adjusting rates:
 - a. Updated 10-H Form(s) for CONSULTANT and all SUBCONSULTANT shall be included.
 - b. CONSULTANT may request cost of living increases in base salary of staff after the contract has been in effect for one year. The maximum increase, if approved, shall be the annual Cost of Living Adjustment (COLA) increase as calculated and used by the Social Security Administration. Any approved increase shall not go into effect until a Supplemental Agreement is executed.
 4. Adding SUBCONSULTANTS.
 5. Adding new Other Direct Cost (ODC) items not included in 10-H Form.

6. Reallocations (between tasks and/or Other Direct Costs)
7. Extending the sunset date of the Agreement.

No work shall commence until the Supplemental Agreement is executed. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.

G. Monthly Invoices

1. Invoices shall be made in arrears based on services provided at specific hourly rates and other direct cost(s) incurred per the approved 10-H Form(s).
2. CONSULTANT AND SUBCONSULTANT invoices shall be submitted using the City-template and include the following:
 - a. Task, Budget, and Billing Summary.
 - b. A copy of all invoices/receipts for Other Direct Costs and appropriate back up documentation, at rates consistent with the approved 10-H Form(s).
 - c. A copy of SUBCONSULTANT invoices using the City template.
 - d. CONSULTANT Project Manager's signature certifying that all charges have been reviewed and are in compliance with the contract terms.
 - e. If applicable, payroll documentation for staff invoicing under unnamed classifications listed on 10-H Form.
3. For non-federally funded projects, CONSULTANT shall meet the 5% Local Business Enterprise (LBE) participation requirement, unless an LBE waiver has been obtained by CITY Project Manager prior to the agreement being executed. CONSULTANT will track LBE utilization, including for all SUBCONSULTANTS, and include the percentage achieved with each invoice. The 5% requirement only applies to those agreements awarded for a not-to-exceed amount over \$250,000.
4. For federally funded projects in compliance with 49 CFR 26.37, a Disadvantaged Business Enterprises Utilization Report (Form ADM-3069) is required, as specified in this Agreement.
5. CONSULTANT may include SUBCONSULTANT costs that are treated by the CONSULTANT as accrued due to such costs having been billed by the SUBCONSULTANT to CONSULTANT and recognized by CONSULTANT and CITY as valid, undisputed, due and payable.

6. CONSULTANT shall not add a mark-up to SUBCONSULTANT for professional services or other direct costs included in the approved 10-H form(s).
7. Invoices for approved monthly services shall be submitted by CONSULTANT and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Task, Budget, and Billing Summary.

II. COST PRINCIPLES

- A. All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files.
- B. For federally funded projects, all costs must be in accordance with the cost principles of Title 48 Code of Federal Regulations (CFR), Part 31, Contract Cost Principles and Procedures (48 CFR 31 et seq.).
- C. For federally funded projects, CONSULTANT agrees to comply with federal procedures in accordance with Title 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (49 CFR 18).
- D. Any costs for which payment had been made to CONSULTANT that are determined by subsequent audit to be unallowable under 48 CFR 31 or 49 CFR 18 are subject to repayment by CONSULTANT to CITY.

III. CONFLICT OF INTEREST

- A. CONSULTANT shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONSULTANT shall list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONSULTANT certifies that it does not now have, nor shall it acquire in the future, any financial or business interest that would conflict with the performance of services under this contract.
- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article III.

- D. CONSULTANT certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for SUBCONSULTANTS whose services are limited to providing surveying or materials testing information, no SUBCONSULTANT who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

IV. PROVISIONS FOR REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any CITY employee. In the event of breach or violation of this warranty, CITY shall have the right in its discretion: to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

V. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING

A. CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in

connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

VI. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and SUBCONSULTANTS' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by CITY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into

the contract by this reference if directed by CITY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

VII. SUBCONSULTING

- A. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by CITY'S Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- B. Any subcontract entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to SUBCONSULTANTS.
- C. Any substitution of SUBCONSULTANTS must be approved in writing by CITY's Contract Administrator prior to the start of work by the SUBCONSULTANT.

VIII. RETENTION OF RECORDS/AUDIT

- A. For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, SUBCONSULTANTS, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, CITY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANTS that are pertinent to the contract for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. All subcontracts shall contain this provision.

***All referenced forms and sample templates will be provided by CITY.**

10-H FORM INSTRUCTIONS

1. Supplement#: Enter in appropriate Supplement # or fill in Original, if it is to establish the agreement.
2. Contractor Name: Enter CONTRACTOR name as it appears on the W-9, and should match remit information on invoices.
3. Date*: Date CONTRACTOR is filling out the 10-H Form (*This is not the effective date of contract execution for invoicing purposes).
4. Project Name: Enter project name.
5. Project #: Enter CITY project number.
6. The Contractor and Subcontractor(s) shall submit, for the most recent completed fiscal year, an Indirect Cost Rate (ICR) that has been approved by Caltrans with a Cognizant Letter of Approval if available OR an ICR that is Federal Acquisition Regulations (FAR) compliant. For contracts \$3.5 million or greater, a CPA audited ICR shall be used.
 - a. Fringe Benefit %: Enter in the Fringe Benefit Rate per CONTRACTOR'S audited rate
 - b. Overhead %: Enter in the FAR compliant Overhead Rate.
7. Profit: MAX 10%
8. Classification: Enter classification that shall match invoiced classification for payment approval.
9. Name: List all Professional and Supervisory staff by Name. For staff not listed by name, a current payroll document identifying actual hourly rate shall be provided with every invoice for which they bill time. For greater flexibility, besides naming all individuals working on the project, it may be helpful to also enter in a classification without a name (non-key staff only), and a rate not to exceed similar classifications.
10. Key Staff: Denote Key Staff with an X in the Key Staff Column. Final determination of Key Staff to be approved by CITY Project Manager. (Examples of key staff may include a named Project Manager, a specific Principal Engineer, a specific Structural Engineer)
11. Prevailing Wage: Denote staff subject to Prevailing Wage with an X in the Prevailing Wage Column.
12. Overtime: Overtime will only be paid to classifications where it is required by their union contracts (Prevailing Wage classifications). CONTRACTOR shall pay prevailing wage employees per prevailing wage guidelines. For more information on applicable prevailing wages, please visit the following website: <https://www.dir.ca.gov/OPRL/PWD/>.
13. Actual Base Hourly Rate Paid to Employee for Reference Only: Enter in the actual hourly rate of the employee per the date noted in number 3. Actual Base Hourly Rate should not include fringe, in-lieu of fringe, or overhead. Hourly rates for new employees added to the project, after the execution of original 10-H shall not exceed (or shall be in line with) the rates of similar personnel with similar experience listed on this 10-H Form.
14. Approved Fully Loaded Hourly Rate: This field is auto-calculated.

$[\text{Actual Base Hourly Rate Paid to Employee} + (\text{Actual Base Hourly Rate Paid to Employee} \times \text{Combined } \%)] = A$

$A \times \text{Profit } \% = B$

$A + B = \text{Actual Fully Loaded Hourly Rate}$

The Approved Flat Hourly Billing Rate shall be all-inclusive, including all mark-ups, fringe, overhead and profit.

15. Other Direct Costs (ODC's): Enter in a description of the ODC's to be reimbursed. No mark-up shall be applied to ODC's. See Guidelines below.

GUIDELINES – OTHER DIRECT COSTS

Other Direct Costs (ODCs) may only include those items not covered in indirect costs and must list specific items at cost. All ODCs need to be itemized in the 10-H form and be compliant with Federal Acquisition Regulation (FAR). Receipts or other appropriate documentation must be provided for reimbursement of ODC items and no mark-up is permitted.

Ineligible ODCs

Use of in house equipment (e.g., computers, phones, printers), office supplies, copies, and other items generally associated with doing business should not be included in ODCs.

Food and/or refreshment items and travel to and from the employees' home to the office are not allowable ODCs.

Travel

Mileage from an employee's home to the office or job site is not reimbursable.

If required for the project, all hotel costs and air fare must be within Caltrans rate (i.e., at lowest available airfare, reasonable hotel rate for area). All travel must be pre-approved by the City's Project Manager.

Lodging will be reimbursed based on City, Fiscal Year, and Month, plus tax. No other expenses are reimbursable. Meals and Incidentals will also be paid based on City, Fiscal Year, and Month.

<https://www.gsa.gov/travel/plan-book/per-diem-rates>

Estimating ODCs

Any ODCs need to be itemized with a not-to exceed total for each item. If an ODC item is not listed, it will not be reimbursable under the contract. Please consider the total costs for each individual item to determine if it warrants individual tracking and invoicing or whether it should more efficiently be absorbed within overhead costs.

Each Other Direct Cost is has its own not-to-exceed amount and they are not interchangeable.

Potential ODCs. (These are examples only; they may not be appropriate in each individual case):

Description	Rate	Total
Mileage	At Current IRS Rate	Not to exceed amount
Travel: Airfare/Train/Other Ground Transportation	At Cost	Not to exceed amount
Travel: Lodging / Hotel	Per FAR guidelines	Not to exceed amount
Travel: Meals & Incidentals	Per FAR guidelines	Not to exceed amount
Printing/Reproduction (outside vendor only)	At Cost	Not to exceed amount
Permits/Fees	At Cost	Not to exceed amount
Lab Analyses/Test (list specifics)	Per Test Cost	Not to exceed amount
Equipment (list specifics)	At cost/ lease rate	Not to exceed amount
Field Equipment/Supplies (outside vendor)***	At cost	Not to exceed amount
Tolls/Parking	At cost	Not to exceed amount
Shipping/Postage (outside vendor only)	At cost	Not to exceed amount

Overall Cost Proposal - Reconnecting Old North Sacramento Plan

	Kittelson & Associates, Inc.	Civic Thread	Alta Planning + Design	Strategic Economics	TOTAL
Task 1 Project Initiation and Management					
Project Kick-Off & City Staff Working Session	\$ 5,011.38	\$ 821.15	\$ 1,034.19	\$ -	\$ 6,866.72
Project Management	\$ 3,687.11	\$ 13,156.12	\$ 5,347.46	\$ 2,929.32	\$ 25,120.02
Task 1 Subtotal	\$ 8,698.49	\$ 13,977.27	\$ 6,381.66	\$ 2,929.32	\$ 31,986.74
Task 2 Data Collection and Existing Conditions					
Assemble and Align Existing Data and Plans	\$ 4,428.27	\$ -	\$ 15,747.82	\$ 9,118.32	\$ 29,294.41
Opportunity Pathways Atlas	\$ 15,625.41	\$ -	\$ -	\$ -	\$ 15,625.41
Field Verification and Community Validation	\$ 9,474.99	\$ -	\$ -	\$ -	\$ 9,474.99
Task 2 Subtotal	\$ 29,528.67	\$ -	\$ 15,747.82	\$ 9,118.32	\$ 54,394.81
Task 3 Technical Analysis					
Equity and Environment Analysis	\$ 1,518.01	\$ -	\$ 32,166.71	\$ -	\$ 33,684.72
Public Life Analysis	\$ 19,277.11	\$ -	\$ -	\$ -	\$ 19,277.11
Economic Analysis	\$ 1,947.00	\$ -	\$ -	\$ 32,779.97	\$ 34,726.97
Mobility and Access Analysis	\$ 10,893.05	\$ -	\$ 47,333.22	\$ -	\$ 58,226.27
Task 3 Subtotal	\$ 33,235.17	\$ -	\$ 79,499.92	\$ 32,779.97	\$ 145,515.07
Task 4 Community Engagement					
Community Engagement Plan	\$ 4,142.56	\$ 5,795.63	\$ 3,205.81	\$ -	\$ 13,144.00
Community Advisory Group Meetings	\$ 26,812.15	\$ 25,515.68	\$ 3,205.81	\$ -	\$ 55,533.64
Technical Advisory Group Meetings	\$ 14,760.18	\$ 10,121.18	\$ -	\$ 659.31	\$ 25,540.67
Community Engagement Activities and Materials	\$ 28,836.84	\$ 56,303.97	\$ 13,638.45	\$ 4,686.00	\$ 103,465.25
Community Engagement Summary	\$ 3,626.56	\$ 7,500.51	\$ -	\$ -	\$ 11,127.07
Large Scale Event	\$ -	\$ 27,765.75	\$ -	\$ -	\$ 27,765.75
Task 4 Subtotal	\$ 78,178.29	\$ 133,002.72	\$ 20,050.07	\$ 5,345.31	\$ 236,576.39
Task 5 Community Vision and Implementation Actions					
5.1 Develop Community Vision	\$ 9,047.64	\$ 3,593.55	\$ -	\$ -	\$ 12,641.19
5.2 Identify Supporting Projects, Programs, and Policies	\$ 41,436.64	\$ 3,332.37	\$ 27,191.75	\$ -	\$ 71,960.76
5.3 Estimate Anticipated Benefits of Achieving the Community Vision	\$ 18,983.02	\$ 2,384.87	\$ -	\$ -	\$ 21,367.89
5.4 Estimated Timeline for Development	\$ 12,006.83	\$ -	\$ -	\$ -	\$ 12,006.83
5.5 Funding Needs and Opportunities	\$ 14,957.60	\$ -	\$ 24,919.90	\$ 10,313.82	\$ 50,191.33
Task 5 Subtotal	\$ 96,411.73	\$ 9,910.79	\$ 52,111.65	\$ 10,313.82	\$ 168,447.99
Task 6 Plan Development					
Administrative Draft Plan	\$ 27,574.94	\$ -	\$ -	\$ -	\$ 27,574.94
Public Draft Plan	\$ 11,230.19	\$ 4,809.08	\$ -	\$ -	\$ 16,039.27
Final Draft Plan	\$ 4,752.09	\$ -	\$ -	\$ -	\$ 4,752.09
Final Reconnecting Old North Sacramento Plan	\$ 3,552.90	\$ -	\$ -	\$ -	\$ 3,552.90
Adoption Support	\$ 5,327.63	\$ 4,168.91	\$ -	\$ -	\$ 9,496.54
Task 6 Subtotal	\$ 52,437.75	\$ 8,977.99	\$ -	\$ -	\$ 61,415.74
Other Direct Costs	\$ 298,490.11	\$ 165,268.77	\$ 173,791.12	\$ 60,486.74	\$ 698,036.74
CAG Stipends (10 participants x 9 meetings)	\$ -	\$ 13,500.00	\$ -	\$ -	\$ 13,500.00
Language Services (4 total, 2 at any given event, 4 languages for the Tier 3 activities)	\$ -	\$ 6,400.00	\$ -	\$ -	\$ 6,400.00
Printings and Supplies (CAG and all events)	\$ -	\$ 2,500.00	\$ 1,000.00	\$ -	\$ 3,500.00
Incentives (CAG Meetings + Engagement Events)	\$ -	\$ 2,900.00	\$ -	\$ -	\$ 2,900.00
Large Scale Event Supplies and Vendors	\$ -	\$ 11,000.00	\$ -	\$ -	\$ 11,000.00
Facilities rentals	\$ -	\$ 800.00	\$ -	\$ -	\$ 800.00
Mileage	\$ -	\$ 187.92	\$ 362.50	\$ 100.05	\$ 650.47
Flights	\$ 4,800.00	\$ -	\$ -	\$ -	\$ 4,800.00
Lodging	\$ 6,600.00	\$ -	\$ -	\$ -	\$ 6,600.00
Meals	\$ 1,800.00	\$ -	\$ -	\$ -	\$ 1,800.00
ODC Subtotal	\$ 13,200.00	\$ 37,287.92	\$ 1,362.50	\$ 100.05	\$ 51,950.47
Grand Total	\$ 311,690.11	\$ 202,556.69	\$ 175,153.62	\$ 60,586.79	\$ 749,987.21

Reconnecting Old North Sacramento Plan										
Strategic Economics										
Staff Name and Classification	Dena Balzer Classification	Ryan Haight Classification	Jorge Maistral Classification	Labor Costs	Overhead + Fringe	Profit	Total Cost			
Hourly Rate	\$39.98	\$32.62	10%							
Task 1 Project Initiation and Management										
1.1 Project Kick-Off & City Staff Working Session										
1.2 Project Management	4	12		\$ 872.52	\$ 1,790.50	\$ 266.30	\$ 2,929.32			
Task 1 Subtotal	4	12	0	872.52	1,790.50	266.30	2,929.32			
Task 2 Data Collection and Existing Conditions										
2.1 Assemble and Align Existing Data and Plans	4	32		\$ 2,715.96	\$ 5,573.42	\$ 828.94	\$ 9,118.32			
2.2 Opportunity Pathways Atlas				\$ -	\$ -	\$ -	\$ -			
2.3 Field Verification and Community Validation				\$ -	\$ -	\$ -	\$ -			
Task 2 Subtotal	4	32	32	2,715.96	5,573.42	828.94	9,118.32			
Task 3 Technical Analysis										
3.1 Equity and Environment Analysis				\$ -	\$ -	\$ -	\$ -			
3.2 Public Life Analysis				\$ -	\$ -	\$ -	\$ -			
3.3 Economic Analysis	24	120	80	\$ 9,763.76	\$ 20,036.21	\$ 2,980.00	\$ 32,779.97			
3.4 Mobility and Access Analysis				\$ -	\$ -	\$ -	\$ -			
Task 3 Subtotal	24	120	80	9,763.76	20,036.21	2,980.00	32,779.97			
Task 4 Community Engagement										
Community Engagement Plan				\$ -	\$ -	\$ -	\$ -			
Community Advisory Group Meetings				\$ -	\$ -	\$ -	\$ -			
Technical Advisory Group Meetings	2			\$ 196.38	\$ 402.99	\$ 59.94	\$ 659.31			
Community Engagement Activities and Materials	8	12	4	\$ 1,395.76	\$ 2,864.24	\$ 426.00	\$ 4,686.00			
Community Engagement Summary				\$ -	\$ -	\$ -	\$ -			
Large Scale Event				\$ -	\$ -	\$ -	\$ -			
Task 4 Subtotal	10	12	4	1,592.14	3,267.23	485.94	5,345.31			
Task 5 Community Vision and Implementation Actions										
5.1. Develop Community Vision				\$ -	\$ -	\$ -	\$ -			
5.2 Identify Supporting Projects, Programs, and Policies				\$ -	\$ -	\$ -	\$ -			
5.3 Estimate Anticipated Benefits of Achieving the Community Vision				\$ -	\$ -	\$ -	\$ -			
5.4 Estimated Timeline for Development				\$ -	\$ -	\$ -	\$ -			
5.3 Funding Needs and Opportunities	15	40	0	\$ 3,072.05	\$ 6,304.15	\$ 937.62	\$ 10,313.82			
Task 5 Subtotal	15	40	0	3,072.05	6,304.15	937.62	10,313.82			
Task 6 Plan Development										
Administrative Draft Plan				\$ -	\$ -	\$ -	\$ -			
Public Draft Plan				\$ -	\$ -	\$ -	\$ -			
Final Draft Plan				\$ -	\$ -	\$ -	\$ -			
Final Reconnecting Old North Sacramento Plan				\$ -	\$ -	\$ -	\$ -			
Adoption Support				\$ -	\$ -	\$ -	\$ -			
Task 6 Subtotal	0	0	0	-	-	-	-			
Total	57	216	116	\$ 18,016.43	\$ 36,971.52	\$ 5,498.79	\$ 60,486.74			
Other Direct Costs										
Mileage	\$ 0.73	138					\$ 100.05			
Grand Total							\$ 60,586.79			

CITY OF SACRAMENTO 10-H FORM

COST PLUS FIXED FEE

Check one: Prime

Approved with Supplement # (type Original if it is the Original): Original

CONSULTANT Name: Kittelson & Associates, Inc.

Date: 5/7/2026

Project Name: Reconnecting Old North Sacramento Plan

Project #: T15255400

Fringe Benefit %	+ *Overhead %	+ Gen & Admin %	Combined %
112.07%	95.09%	0.00%	207.16%

Fixed Fee (Profit) %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
X		Senior Principal Planner	Laurence Lewis	\$90.15	\$304.60
X		Principal Planner	Yolanda Takesian	\$77.74	\$262.66
X		Associate Planner	Matthew Braughton	\$73.45	\$248.17
		Senior Principal Engineer	Hermanus Steyn, PE	\$93.31	\$315.27
		Associate Planner	Tranell Guthrie	\$72.07	\$243.51
		Associate Planner	Chris Romano	\$68.42	\$231.17
		Engineer	Daniel Bowers, PE	\$43.09	\$145.59
		Senior Principal Engineer/Planner	TBD	\$104.00	\$351.39
		Principal Engineer/Planner	TBD	\$84.71	\$286.21
		Associate Engineer/Planner	TBD	\$78.42	\$264.96
		Senior Engineer/Planner	TBD	\$67.58	\$228.34
		Engineer/Planner	TBD	\$53.19	\$179.72
		Transportation Analyst	TBD	\$45.91	\$155.12
		Technician I	TBD	\$35.44	\$119.74
		Technician II	TBD	\$42.64	\$144.07
		Senior Technician	TBD	\$54.94	\$185.63
		Associate Technician	TBD	\$62.08	\$209.75
		Office Support	TBD	\$36.81	\$124.37
		Data Analyst/Software Developer	TBD	\$51.92	\$175.43
		Senior Data Scientist/Developer	TBD	\$77.17	\$260.74

PRIME CONSULTANT GRAND TOTAL: \$ 311,690.11

SUB CONSULTANTS	SUB CONSULTANT NAME	TOTAL BUDGET AMOUNTS
	Civic Thread	\$ 202,556.69
	Alta Planning + Design, Inc.	\$ 175,153.62
	Strategic Economics	\$ 60,586.79
	SUB CONSULTANTS GRAND TOTAL:	\$ 438,297.10

Other Direct Costs (ODC) Items and Rates	DESCRIPTION	RATE	TOTAL
	Flights (12 trips)	\$400	\$ 4,800.00
	Lodging (24 nights)	Per FAR Guidelines	\$ 6,600.00
	Meals (24 days)	Per FAR Guidelines	\$ 1,800.00
	OTHER DIRECT COSTS TOTAL		\$ 13,200.00

AGREEMENT GRAND TOTAL: \$ 749,987.21

Check one: Prime

Approved with Supplement # (type Original if it is the Original): Original

CONSULTANT Name: Kittelson & Associates, Inc.

Date: 5/7/2026

Project Name: Reconnecting Old North Sacramento Plan

Project #: T15255400

Fringe Benefit %	+	*Overhead %	+	Gen & Admin %	Combined %
112.07%		95.09%		0.00%	207.16%

Fixed Fee (Profit) %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A
 A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
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- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed the rates of similar personnel with similar experience listed on this cost proposal. The approved fully loaded billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONSULTANT not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved classification. In addition, if the substitution involves Key Staff, CONSULTANT must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONSULTANT shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONSULTANT shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONSULTANT at the approved overtime rates noted above. CONSULTANT shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONSULTANT for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONSULTANT for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

09/03/2025 Rev

CONSULTANT'S AUTHORIZED PERSON SIGNATURE

Check one: Sub

Approved with Supplement # (type Original if it is the Original):

SUB CONSULTANT Name: Civic Thread

Date: 5/6/2026

Project Name: Reconnecting Old North Sacramento

Project #:

Fringe Benefit %	+	*Overhead %	Combined %
11.00%		56.00%	67.00%
		0.00%	

Fixed Fee (Profit) %: 7.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B

A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
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- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed the rates of similar personnel with similar experience listed on this cost proposal. The approved fully loaded billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONSULTANT not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved classification. In addition, if the substitution involves Key Staff, CONSULTANT must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONSULTANT shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONSULTANT shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONSULTANT at the approved overtime rates noted above. CONSULTANT shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONSULTANT for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONSULTANT for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

09/03/2025 Rev

SUBCONSULTANT'S AUTHORIZED PERSON SIGNATURE

**CITY OF SACRAMENTO 10-H FORM
COST PLUS FIXED FEE**

Check one: Prime

Approved with Supplement # (type Original if it is the Original):

CONSULTANT Name: **Alta Planning + Design, Inc.** Date: **5/5/2026**

Project Name: **Reconnecting Old North Sacramento**

Project #: _____

Fringe Benefit %	+ *Overhead %	Combined %
68.56%	124.33%	0.00%
		192.89%

Fixed Fee (Profit) %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
X		Principal In Charge	Jeff Knowles	\$90.93	\$292.96
		Principal	Simran Malhotra	\$106.73	\$343.86
		Principal	Eric Yurkovich	\$101.92	\$328.36
		Principal	Kymberly Dorman	\$101.92	\$328.36
		Principal	Walker Wells	\$91.83	\$295.86
		Principal	Chris Sensenig	\$80.29	\$258.68
X		Senior Planning Associate/ Project Manager	Mauricio Hernandez	\$80.25	\$258.55
X		Senior Planning Associate/ Civic Analytics Lead	David Wasserman	\$73.56	\$236.99
X		Associate I / Planning Lead	Charlie Simpson	\$49.96	\$160.96
		Planner II / GIS Analyst	Jesus Contreras	\$42.65	\$137.41
X		Civic Data Analyst II	Izzy Youngs	\$46.58	\$150.07
		Planner III	Parin Patel	\$46.85	\$150.94
		Planner II	Petra Reyes	\$40.31	\$129.87
		Project Accountant	Kirsten Clausen	\$46.44	\$149.62
		Labor Category 01	Executive Principal	\$130.41	\$420.15
		Labor Category 02	Executive Principal	\$113.65	\$366.16
		Labor Category 03	Principal, Executive Principal	\$110.58	\$356.27
		Labor Category 04	Principal, Executive Principal	\$101.92	\$328.36
		Labor Category 05	Sr. Associate, Principal, Executive Principal	\$90.93	\$292.96
		Labor Category 06	Sr. Associate, Principal	\$84.98	\$273.79
		Labor Category 07	Leader, Sr. Associate, Principal	\$79.23	\$255.26
		Labor Category 08	Associate II, Sr. Associate, Director, Principal	\$77.40	\$249.37
		Labor Category 09	Associate I, Associate II, Sr. Associate	\$67.72	\$218.18
		Labor Category 10	Level III, Associate I, Associate II, Sr. Assoc	\$69.71	\$224.59
		Labor Category 11	Level III, Associate I, Associate II	\$56.67	\$182.58
		Labor Category 12	Level III, Associate I, Associate II	\$51.72	\$166.63
		Labor Category 13	Level II, Level III, Associate I	\$48.14	\$155.10
		Labor Category 14	Level I, Level II, Level III	\$43.05	\$138.70
		Labor Category 15	Level I, Level II, Level III	\$40.06	\$129.06
		Labor Category 16	Level I, Level II	\$36.82	\$118.63
		Labor Category 17	Administration	\$46.44	\$149.62
		Labor Category 18	Intern/Specialist	\$28.35	\$91.34

SUB CONSULTANTS	SUB CONSULTANT NAME		TOTAL BUDGET AMOUNTS	
			\$	-
	SUB CONSULTANTS GRAND TOTAL:		\$	173,791.12

Direct	Items	Rate	DESCRIPTION	RATE	TOTAL
			Printing	1000	\$ 1,000.00

Check one: Prime

Approved with Supplement # (type Original if it is the Original):

CONSULTANT Name: Alta Planning + Design, Inc.

Date: 5/5/2026

Project Name: Reconnecting Old North Sacramento

Project #:

Fringe Benefit %	+	*Overhead %	Combined %
68.56%		124.33%	0.00%
			192.89%

Fixed Fee (Profit) %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A
 A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
Other Co (ODC) and Estim Bud Slna		Mileage	Current IRS rate	\$ 362.50	
			OTHER DIRECT COSTS TOTAL	\$ 1,362.50	

AGREEMENT GRAND TOTAL: \$ 175,153.62

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed the rates of similar personnel with similar experience listed on this cost proposal. The approved fully loaded billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONSULTANT not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved classification. In addition, if the substitution involves Key Staff, CONSULTANT must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONSULTANT shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONSULTANT shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONSULTANT at the approved overtime rates noted above. CONSULTANT shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONSULTANT for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONSULTANT for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

09/03/2025 Rev

CONSULTANT'S AUTHORIZED PERSON SIGNATURE

**CITY OF SACRAMENTO 10-H FORM
COST PLUS FIXED FEE**

Check one: Sub

Approved with Supplement # (type Original if it is the Original):

CONSULTANT Name: Strategic Economics **Date:** 5/7/2026

Project Name: Reconnecting Old North Sacramento Plan

Project #: T15255400

Fringe Benefit %	+ *Overhead %	Combined %
62.53%	142.69%	0.00% 205.21%

Fixed Fee (Profit) %: 10.00%

[Actual Base Hourly Rate Paid to Employee + (Actual Base Hourly Rate Paid to Employee x Combined %)] = A

A x Profit % = B A + B = Actual Fully Loaded Hourly Rate

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe, OH, or G&A)	Approved Fully Loaded Hourly Rate For Reference Only (Includes Fringe, OH, G&A & Fixed Fee)
X		President	Dena Belzer	\$98.19	\$329.65
X		Associate	Ryan Haight	\$39.98	\$134.23
X		Research Analyst	Jorge Mariscal	\$32.62	\$109.52

Other Direct Costs (ODC) Estimate of ODC Budgets Shall Be	DESCRIPTION	RATE	TOTAL
		Mileage (138 miles)	Current IRS Rate
	OTHER DIRECT COSTS TOTAL		\$ 100.05

AGREEMENT GRAND TOTAL: \$ 60,586.79

- List all Professional and Supervisory staff by Classification and Name. For staff not listed by name but by classification only, a current payroll document identifying their actual base hourly rate shall be provided with every invoice where an unlisted staff bills time. The approved flat hourly billing rates for all employees will be calculated and reimbursed based on their actual base hourly rates per the date noted above. For staff not listed by name but by classification only, the reimbursement will not exceed the approved flat hourly billing rate for that classification. Approved flat hourly billing rates for new employees hired after the date of this cost proposal will not exceed the rates of similar personnel with similar experience listed on this cost proposal. The approved fully loaded billing rate shall be all-inclusive, including all mark-ups, fringe, and overhead expenses and profit.
- Key Staff shall be determined by CITY Project Manager. (i.e., named Project Manager, a specific Principal Engineer, a specific Structural Engineer, etc. Note Key staff with an "X" in the Key Staff column.
- The employees' actual base hourly rates used to negotiate the flat hourly billing rates in this 10-H Form are the rates that were effective per the date noted above. Addition of new staff, new classifications, or addition of a SUBCONSULTANT not previously listed on the approved 10-H Form(s) shall require written approval from the CITY. No work shall commence until the approval is provided by the CITY. New staff shall be paid at the same or lower approved flat hourly billing rate of the previously approved classification. In addition, if the substitution involves Key Staff, CONSULTANT must request and justify the need for the substitution and obtain approval from CITY Project Manager. Substituted Key Staff shall be as qualified as the original.
- Approved flat hourly billing rates include all standard equipment including laptop, camera, cell phone, truck, standard personal safety equipment. CITY Project Manager shall approve any other direct costs.
- Note employees/classifications that are subject to prevailing wage requirements with an "X" in the Prevailing Wage column. Prevailing Wage specified is based on current Department of Industrial Relations (DIR) determination. CONSULTANT shall be responsible for any future adjustments to the prevailing wage, including but not limited to, base hourly rates and employer payments as determined by the DIR. CONSULTANT is responsible for paying the appropriate rate, including escalations that take place during the term of the Agreement. CONSULTANT shall be reimbursed at the above listed approved flat hourly billing rates.
- Overtime may be reimbursed to classifications where it is required by their union contracts (Prevailing Wage classifications). Overtime will not be charged unless prior written approval is received by CITY Project Manager. CITY shall pay CONSULTANT at the approved overtime rates noted above. CONSULTANT shall pay prevailing wage employees per prevailing wage guidelines.
- Local transportation costs resulting from commuting to and from the employee's residence to the office or job site are not reimbursable.
- The Project will not reimburse CONSULTANT for costs to relocate its staff to the geographic area of the contract. The Project will not reimburse CONSULTANT for any per diem.
- ODC items are to be in compliance with Code of Federal Regulations, Title 48 Part 31 [Federal Acquisition Regulations (FAR) cost principles] and the firm's company-wide allocation policies and charging practices with all clients including federal government, state government, local agencies and private clients.

By signing here, you agree to the terms above, and attest that all information is accurate and true.

09/03/2025 Rev

Dena Belzer

CONSULTANT'S AUTHORIZED PERSON SIGNATURE

EXHIBIT C

INSURANCE

- 1. Insurance Requirements.** During the entire term of this Contract, Contractor shall maintain the insurance coverage described in the Insurance Terms below.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified under this Contract. No additional compensation will be provided for Contractor's insurance premiums. Any available insurance proceeds in excess of the specified minimum limits and coverages shall be available to the City.

If the 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 the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required 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 the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor 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.

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 and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

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

X 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 the 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 Contract, 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. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/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.

Umbrella or excess policies shall contain, or be endorsed to provide that the City, its officials, employees, and volunteers shall be covered as additional insureds, as well as a provision that it will apply on a primary basis for the benefit of the City. Any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it. No insurance or self-insurance maintained by the City that applies to a loss covered herein, whether Primary or Excess, and which also applies 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.)*

X 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.

___ 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 Contract, 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 Contract, 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 for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

Is Is not [check one] required for this Agreement.

a. If Professional Liability insurance is provided on a claims made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
- iii. 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 must 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 will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies 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. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8. **Waiver of Subrogation.** CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer 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 an insurer.

9. **Acceptability of Insurance.** Insurance must 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 Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

10. Verification of Coverage.

- A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.
- B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

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

- 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 Contract if the certificates of insurance and endorsements required have not been provided before execution of this Contract. The City may withhold payments to Contractor and/or cancel the Contract if the insurance is canceled or Contractor otherwise ceases to be insured as required herein.

11. Subcontractor Insurance Coverage. Contractor shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in this Exhibit C.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2026

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 Edgewood Partners Ins Center 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Greyling COI Specialist PHONE (A/C. No. Ext): 470.582.9324 E-MAIL ADDRESS: greylingcerts@greyling.com		FAX (A/C. No): N/A
	INSURER(S) AFFORDING COVERAGE		
INSURED Kittelson & Associates, Inc. 225 E Robinson St Ste 355 Orlando, FL 32801-4326	KITTASS	INSURER A : XL Specialty Insurance Company NAIC # 37885	
		INSURER B : The Continental Insurance Company NAIC # 35289	
		INSURER C : National Fire Insurance Co of Hartford NAIC # 20478	
		INSURER D : American Casualty Co of Reading, PA NAIC # 20427	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 714982449

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 <input checked="" type="checkbox"/> WA Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	8035524851	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 WA Stop Gap \$ 1,000,000
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 checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BUA8035524817	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUE8035524848	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B D	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	WC835524865 WC835524879	1/1/2026 1/1/2026	1/1/2027 1/1/2027	<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	Professional Liability Incl. Pollution		Y	DPR5051452	1/1/2026	1/1/2027	Per Claim \$5,000,000 Aggregate \$10,000,000

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

Re: KAI PN 30890 - Sacramento Trans Plan-Eng On-Call 2023 (Caltrans SustTrans Grants FY25, T15180420).
 City of Sacramento, its officials, employees and volunteers are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.
 Waiver of Subrogation in favor of Additional Insured(s) where required by written contract & allowed by law.

CERTIFICATE HOLDER**CANCELLATION**

City of Sacramento; c/o Exigis LLC P.O. 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 
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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One - Workers' Compensation Insurance G. Recovery From Others** and **Part Two - Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: G-19160-B (11-1997)

Endorsement Effective Date:

Endorsement No: 2; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 8 35524879

Policy Effective Date: 01/01/2026

Policy Page: 16 of 19



General Aggregate Limit - Per Location Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. For each single **location**, a separate **Location** General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**;
that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that **location**. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the **Location** General Aggregate Limit applicable to any other **location**.
- II. All:
 - 1. **damages** under **Coverage B**, regardless of the number of **locations** or projects involved;
 - 2. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single **location**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - 3. medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a particular **location**,will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the **Location** General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a single **location**.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of **locations** involved.
- V. For the purposes of this endorsement, the following Definition is added:
Location means premises owned by or rented to the **Named Insured** involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. **Location** does not mean any operation or project away from premises owned by or rented to the **Named Insured**.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

10020005180355248517456





NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: CC68021A (02-2013)

Policyholder Notice; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 8 35524879

Policy Effective Date: 01/01/2026

Policy Page: 4 of 19



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT - CALIFORNIA

If the employer named in item 1 of the Information Page has in his employment persons not entitled to compensation under Division 4 of the Labor Code of the State of California, this policy shall operate as an election on the part of the employer to come under the compensation provisions of Division 4 with respect to those persons described in the Schedule below.

This policy applies to those persons described in the Schedule below as employees.

Schedule

ALL OFFICERS AND EMPLOYEES NOT SUBJECT TO THE WORKERS COMPENSATION LAW

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 04 03 05 (01-1985)

Endorsement Effective Date:

Endorsement No: 9; Page: 1 of 1

Underwriting Company: American Casualty Company of Reading, Pennsylvania, 151 N Franklin St,
Chicago, IL 60606

Policy No: WC 8 35524879

Policy Effective Date: 01/01/2026

Policy Page: 19 of 19



NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate Holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate Holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 15; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 8035524817

Policy Effective Date: 01/01/2026

Policy Page: 77 of 90

**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
- A.** In the performance of your ongoing operations subject to such **written contract**; or
 - B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage; and
 - C.** Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - 1. Coverage broader than what you are required to provide by the **written contract**; or
 - 2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

- II.** If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

- A.** In the performance of your ongoing operations subject to such **written contract**; or
- B.** In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:
 - 1. The **written contract** requires you to provide the additional insured such coverage; and
 - 2. This **Coverage Part** provides such coverage.

- III.** But if the **written contract** requires:

- A.** Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
- B.** Additional insured coverage with "arising out of" language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

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**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or
2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.



**Blanket Additional Insured - Owners, Lessees or Contractors -
with Products-Completed Operations Coverage Endorsement**

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

1. The **bodily injury or property damage**; or
 2. The offense that caused the **personal and advertising injury**;
- for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury or property damage occurrence or personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****1. ADDITIONAL INSURED**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **I.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **I.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Engineers, Architects or Surveyors Engaged By You

An architect, engineer or surveyor engaged by the **Named Insured**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by the **Named Insured's** acts or omissions, or the acts or omissions of those acting on the **Named Insured's** behalf:

a. in connection with the **Named Insured's** premises; or

b. in the performance of the **Named Insured's** ongoing operations.

But the coverage hereby granted to such additional insureds does not apply to **bodily injury**, **property damage** or **personal and advertising injury** arising out of the rendering of or failure to render any professional services by, on behalf of, or for the **Named Insured**, including but not limited to:



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Extension Endorsement**

1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury, property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or

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2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

I. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:
- a. the **Named Insured's** acts or omissions; or
- b. the acts or omissions of those acting on the **Named Insured's** behalf,
- in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury or property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. ADDITIONAL INSURED – EXTENDED COVERAGE

When an additional insured is added by this or any other endorsement attached to this **Coverage Part, WHO IS AN INSURED** is amended to make the following natural persons **Insureds**.

If the additional insured is:

- a. An individual, then his or her **spouse** is an **Insured**;
- b. A partnership or joint venture, then its partners, members and their **spouses** are **Insureds**;
- c. A limited liability company, then its members and managers are **Insureds**; or
- d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are **Insureds**;



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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. BOATS

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph **3**. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

- a.** on the effective date of this **Coverage Part**; or
- b.** by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

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provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this **BROAD NAMED INSURED** provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
- (b) any organization for which coverage is excluded by another endorsement attached to this **Coverage Part**.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
 - B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as **Named Insureds** by virtue of Paragraph 3. above, this insurance does not apply to:
- a. **bodily injury or property damage** that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
 - b. **personal or advertising injury** caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this **Coverage Part** applies to **Named Insureds** when trading under their own names or under such other trading names or doing-business-as names (dba) as any **Named Insured** should choose to employ.

8. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** you with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

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- (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;
- (2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

- 1. All **damages** under **Coverage A**, except **damages** because of **bodily injury or property damage** included in the **products-completed operations hazard**; and
- 2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

- 1. **Damages** under **Coverage B**, regardless of the number of locations involved;



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2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single location, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single location,

will reduce the General Aggregate Limit shown in the Declarations.

- C. For the purpose of this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision, "location" means:

1. a premises the **Named Insured** owns or rents; or
2. a premises not owned or rented by any **Named Insured** at which the **Named Insured** is performing operations pursuant to a contract or written agreement. If operations at such a location have been discontinued and then restarted, or if the authorized parties deviate from plans, blueprints, designs, specifications or timetables, the location will still be deemed to be the same location.

For the purpose of determining the applicable aggregate limit of insurance, premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single location.

- D. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Location General Aggregate Limit or the General Aggregate Limit, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular location.
- E. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**, regardless of the number of locations involved, will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this **GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION** Provision shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

- A. Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:
- b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:
 - (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
 - (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and



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B. Under COVERAGES, Coverage A – Bodily Injury And Property Damage Liability, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

- a. professional health care services** on behalf of the **Named Insured** or
- b. Good Samaritan services** rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

- a. Physician;**

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- b. Nurse;
- c. Nurse practitioner;
- d. Emergency medical technician;
- e. Paramedic;
- f. Dentist;
- g. Physical therapist;
- h. Psychologist;
- i. Speech therapist;
- j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

- ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

- iii. amend the definition of **Insured** to:

- a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's volunteer workers** are **Insureds** with respect to:

- (1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and
- (2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

- b. delete Subparagraphs **(a), (b), (c) and (d)** of Paragraph **2.a.(1)** of **WHO IS AN INSURED**.

- D. The **Other Insurance** condition is amended to delete Paragraph **b.(1)** in its entirety and replace it with the following:

Other Insurance

**Architects, Engineers and Surveyors General Liability
Extension Endorsement****b. Excess Insurance**

- (1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**A. Past Joint Ventures, Partnerships, Limited Liability Companies**

The following is added to **WHO IS AN INSURED**:

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury, property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

- a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and
- b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement****15. LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

- A.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion **j. Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

j. Damage to Property

Property damage to:

- (1)** Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2)** Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3)** Property loaned to the **Named Insured**;
- (4)** Personal property in the care, custody or control of the **Insured**;
- (5)** That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6)** That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph **(2)** of this exclusion does not apply if the premises are **your work**.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to **property damage to:**

- i.** tools, or equipment the **Named Insured** borrows from others, nor
- ii.** other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs **(3)** and **(4)** does not apply to:

- a.** property at a job site awaiting or during such property's installation, fabrication, or erection;
- b.** property that is **mobile equipment** leased by an **Insured**;

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- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

- B.** Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

- C.** The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

- D.** Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- E.** Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.



**Architects, Engineers and Surveyors General Liability
Extension Endorsement****17. MEDICAL PAYMENTS**

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under **Coverage C** for all medical expenses because of **bodily injury** sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
- (2) the amount shown in the Declarations for Medical Expense Limit.

B. Under COVERAGES, the Insuring Agreement of Coverage C – Medical Payments is amended to replace Paragraph 1.a.(3)(b) with the following:

(b) The expenses are incurred and reported to the Insurer within three years of the date of the accident; and

18. NON-OWNED AIRCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

- (2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:
 - (a) less than 75 feet long; and
 - (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under DEFINITIONS, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under COVERAGES, Coverage B – Personal and Advertising Injury Liability, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:



Architects, Engineers and Surveyors General Liability Extension Endorsement

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the Insured with the knowledge that the act would violate the rights of another and would inflict personal and advertising injury. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the Named Insured; or
(b) any executive officer, director, stockholder, partner, member or manager (if the Named Insured is a limited liability company) of the Named Insured.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY -DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

- Provision 1. ADDITIONAL INSURED of this endorsement; or
attachment of an additional insured endorsement to this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

- A. Under COVERAGES, Coverage B -Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.
B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS - COVERAGES A AND B:

- 1. Paragraph 2.d. is replaced by the following:
d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;
2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:
So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

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**Architects, Engineers and Surveyors General Liability
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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

- C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3), (4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.
- B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage** or **personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:



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- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

- 1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
- 2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition 4. **Other Insurance** is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. **DEFINITIONS** is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
- 2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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**Architects, Engineers and Surveyors General Liability
Extension Endorsement**

This **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



General Aggregate Limit - Per Location Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. For each single **location**, a separate **Location** General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**;
that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that **location**. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the **Location** General Aggregate Limit applicable to any other **location**.
- II. All:
 - 1. **damages** under **Coverage B**, regardless of the number of **locations** or projects involved;
 - 2. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single **location**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - 3. medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a particular **location**,will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the **Location** General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a single **location**.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of **locations** involved.
- V. For the purposes of this endorsement, the following Definition is added:
Location means premises owned by or rented to the **Named Insured** involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad. **Location** does not mean any operation or project away from premises owned by or rented to the **Named Insured**.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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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.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement No: 8; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 8 35524865

Policy Effective Date: 01/01/2026

Policy Page: 75 of 100



TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

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, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. Specific Waiver

Name of person or organization

Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas Operations

3. Premium:

The premium charge for this endorsement shall be 2% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Refer to Schedule of Operations

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 42 03 04 B (06-2014)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 77; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 8 35524865

Policy Effective Date: 01/01/2026

Policy Page: 99 of 100



UTAH WAIVER OF SUBROGATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Utah is shown in Item 3.A. of the Information Page.

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. Our waiver of rights does not release your employees' rights against third parties and does not release our authority as trustee of claims against third parties.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 43 03 05 (07-2000)

Endorsement Effective Date:

Endorsement No: 78; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: WC 8 35524865

Policy Effective Date: 01/01/2026

Policy Page: 100 of 100



SCHEDULE OF FORMS AND ENDORSEMENTS

Endorsement Number	Form Name	Form Number	Form Edition Date
	POLICYHOLDER NOTICE - FRAUD NOTIFICATION	CNA104750XX	06-2023
	POLICYHOLDERS NOTICE - TEXAS	CNA62854TX	07-2015
	POLICYHOLDER NOTICE - FLORIDA	CNA77863FL	02-2014
	POLICYHOLDER NOTICE - FLORIDA	CNA77863FL	02-2014
	POLICYHOLDER NOTICE - TO OUR TEXAS COMMERCIAL AUTOMOBILE POLICYHOLDERS	CNA96184TX	06-2023
	IMPORTANT INFORMATION TO OUR AUTOMOBILE POLICYHOLDERS DOING BUSINESS IN THE STATE OF TEXAS	G-132250-B42	07-2016
	IMPORTANT INFORMATION - FOR FLORIDA POLICYHOLDERS	G-18683-A09_AUT	01-1999
	POLICYHOLDERS NOTICE - FLORIDA	G-44124-A	11-1989
	POLICYHOLDERS NOTICE - FLORIDA	G-44393-A09	01-2999
	FLORIDA NOTIFICATION OF AVAILABILITY OF UNINSURED MOTORISTS COVERAGE	IL N 166	05-2010
	BUSINESS AUTO COVERAGE PART DECLARATIONS - FLORIDA	CNA85611FL	08-2021
	PAYMENT PLAN SCHEDULE	CNA84401XX	12-2015
	UNINSURED/UNDERINSURED MOTORIST SUPPLEMENTARY SCHEDULE	CNA86257XX	07-2016
	COMMON POLICY CONDITIONS	IL 00 17	11-1998
	BUSINESS AUTO COVERAGE FORM	CA 00 01	11-2020
1	FLORIDA CHANGES	CA 01 28	08-2025
2	TEXAS CHANGES	CA 01 96	11-2020
3	FLORIDA CHANGES - CANCELLATION AND NONRENEWAL	CA 02 67	01-2021
4	FULL SAFETY GLASS COVERAGE	CA 04 21	11-2020
5	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)	CA 04 44	10-2013

Form No: CNA62640XX (09-2012)
 Policy Schedule ; Page: 1 of 2
 Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 8035524817
 Policy Effective Date: 01/01/2026



SCHEDULE OF FORMS AND ENDORSEMENTS (Continued)

Endorsement Number	Form Name	Form Number	Form Edition Date
6	FLORIDA PUBLIC OR LIVERY PASSENGER CONVEYANCE AND TRANSPORTATION NETWORK SERVICES EXCLUSION	CA 05 03	02-2021
7	LESSOR - ADDITIONAL INSURED AND LOSS PAYEE	CA 20 01	11-2020
8	EMPLOYEE HIRED AUTOS	CA 20 54	11-2020
9	TEXAS UNINSURED/UNDERINSURED MOTORISTS COVERAGE	CA 21 09	10-2013
10	TEXAS PERSONAL INJURY PROTECTION ENDORSEMENT	CA 22 64	10-2013
11	HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN	CA 99 16	10-2013
12	LOSS PAYABLE CLAUSE	CA 99 44	10-2013
13	TEXAS SUPPLEMENTARY DEATH BENEFIT	CA 99 95	10-2013
14	NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS	CNA68021XX	02-2013
15	ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY	CNA71527XX	10-2012
16	ECONOMIC AND TRADE SANCTIONS CONDITION	G-144291-A	03-2003
17	CALCULATION OF PREMIUM	IL 00 03	09-2008
18	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)	IL 00 21	09-2008
19	EXTENDED COVERAGE ENDORSEMENT - BA PLUS	SCA 23 500 D09	10-2011

Form No: CNA62640XX (09-2012)

Policy Schedule ; Page: 2 of 2

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 8035524817

Policy Effective Date: 01/01/2026



NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA68021XX (02-2013)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 14; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL
60606

Policy No: BUA 8035524817

Policy Effective Date: 01/01/2026

Policy Page: 76 of 90



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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: KITTELSON & ASSOCIATES, INC.

Endorsement Effective Date: 01/01/2026

SCHEDULE

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT 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.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement No: 5; Page: 1 of 1

Underwriting Company: National Fire Insurance Company of Hartford, 151 N Franklin St, Chicago, IL 60606

Endorsement Expiration Date:

Policy No: BUA 8035524817

Policy Effective Date: 01/01/2026

Policy Page: 58 of 90



It is understood and agreed that:

If the **Named Insured** has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

10020005180355248517321





General Aggregate Limit - Per Project Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. For each single construction or service project away from premises the **Named Insured** owns or rents, a separate Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:
 - A. all **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - B. all medical expenses under **Coverage C**;
that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Project General Aggregate Limit applicable to any other project.
- II. All:
 - A. **damages** under **Coverage B**, regardless of the number of locations or projects involved;
 - B. **damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
 - C. medical expenses under **Coverage C**, caused by accidents which cannot be attributed solely to ongoing operations at a single project,
will reduce the General Aggregate Limit shown in the Declarations.
- III. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular project.
- IV. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.
- V. If a single construction or service project away from premises owned by or rented to the **Named Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, such project will still be deemed to be the same project.
- VI. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

10020005180355248517457



**Schedule of Forms and Endorsements**

Policy Number: 8035524851

I. CNA PARAMOUNT**A. Policyholder Notices**

Endm't Number	Form Title	Form Number	Form Edition
	Policyholder Notice - Fraud Notification	CNA104750XX	06-23
	PHN OFFER OF TERRORISM COVERAGE-DISCLOSUR OF PREM	CNA62820XX	01-21
	Policy Holder Notice - Request for Jurisdictional Inspection of Boilers and Pressure Vessels	CNA62823XX	02-25
	Policy Holder Notice - Florida	CNA62825FL	09-12
	PHN - FLORIDA - FIRE COLLEGE TRUST FUND SURCHARGE	CNA62826FL	09-12
	PHN-FL-EMER MGMT, PREP AND ASSISTANCE FUND SURCH	CNA62827FL	09-12
	Policy Holder Notice - Florida	CNA62830FL	09-12
	Policy Holder Notice - Florida	CNA62832FL	09-12
	Policyholder Notice - New Jersey PLIGA Surcharge	CNA62848NJ	02-25
	Policy Holder Notice - Countrywide	CNA74722XX	01-15
	Policy Holder Notice - Texas	CNA74999TX	10-16
1	Policy Holder Notice - Countrywide	CNA75014XX	01-15
	Policy Holder Notice - Countrywide - Premium Basis Used on Liability Schedules	CNA75144XX	04-15
	Policyholder Notice - Florida	CNA77863FL	02-14
	Policy Holder Notice - Countrywide	CNA89319XX	06-17
	IMP INF Economic And Trade Sanctions Condition	G145041A	05-03
	Important Information for Florida Policyholders	G18683A09	00-00
	Important Information - Florida Risk Management	G44124A	11-89

B. Policy Terms & Conditions

	Policy Declarations	CNA62639XX	09-12
	Schedule of Forms and Endorsements	CNA62640XX	09-12
	Common Terms and Conditions	CNA62642XX	10-15

II. POLICY COVERAGE PARTS

**Schedule of Forms and Endorsements**

Policy Number: 8035524851

Endm't Number	Form Title	Form Number	Form Edition
	Florida Changes	CM0116	06-23
	Communicable Disease Exclusion Endorsement	CNA99954XX	10-20
	Loss Payable Provision	G15028A	08-89
	Contractors Equipment Coverage Form	G44080H	11-09

F. General Liability

	General Liability Coverage Part Declarations	CNA74694XX	01-15
	Additional Declarations - General Liability Schedule of Locations and Coverages	CNA75126XX	01-15
	Commercial General Liability Coverage Part	CG0001	04-13
12	Architects, Engineers and Surveyors General Liability Extension Endorsement	CNA74858XX	01-15
13	General Aggregate Limit - Per Location Endorsement	CNA75059XX	01-15
14	General Aggregate Limit - Per Project Endorsement	CNA75061XX	01-15
15	Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement	CNA75079XX	03-22
16	Pollution Exclusion Amendatory Endorsement	CNA74843XX	01-15
17	Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement	CNA75008XX	10-16
18	Coverage Part Aggregate Limit of Insurance Endorsement	CNA75077XX	01-15
19	Exclusion - Violation Of Law Addressing Data Privacy	CG0069	12-23
20	Exclusion - Access Or Disclosure Of Confidential Or Personal Material Or Information	CG2106	12-23
21	Exclusion - Cyber Incident	CG4035	12-23
22	Fungi / Mold / Mildew / Yeast / Microbe Exclusion Endorsement	CNA74708XX	01-15
23	Employment-Related Practices Exclusion Endorsement	CNA74761XX	01-15

**Schedule of Forms and Endorsements**

Policy Number: 8035524851

Endm't Number	Form Title	Form Number	Form Edition
24	Construction Wrap-Up Program Exclusion Endorsement	CNA74863XX	01-15
25	Engineers, Architects or Surveyors Professional Liability Exclusion Endorsement	CNA74980XX	01-15
26	Amendment - Infringement of Copyright, Patent, Trademark Trade Secret or Other Intellectual Property Rights or Laws Endorsement	CNA75116XX	01-15

G. Employee Benefits Liability

	Employee Benefits Liability Coverage Part Declarations	CNA74693XX	01-15
	Additional Declarations - Employee Benefits Liability Schedule of Locations and Coverages	CNA75133XX	01-15
	Employee Benefits Liability Coverage Part - Occurrence	CNA74721XX	01-15
27	Prior Acts, Errors or Omissions Endorsement	CNA75047XX	01-15
28	Employee Benefits Liability - Amended Definition of Executive Officer Endorsement	CNA86269XX	10-16

I. Stop Gap Liability

	Stop Gap Coverage Part Declarations	CNA74830XX	01-15
	Additional Declarations - Stop Gap Liability Schedule of Locations and Coverages	CNA75134XX	01-15
	Stop Gap Liability Coverage Part	CNA74934XX	08-18
29	Stop Gap Liability Coverage Endorsement - Ohio	CNA75267OH	01-15
30	State Amendatory Endorsement (Stop Gap Liability) - Washington	CNA75267WA	01-15

III. POLICY ENDORSEMENTS

	Economic And Trade Sanctions Condition	G144291A	03-03
	Florida Changes - Legal Action Against Us	IL0175	09-07



VOLUNTARY COMPENSATION AND EMPLOYERS LIABILITY COVERAGE ENDORSEMENT

This endorsement adds Voluntary Compensation Insurance to the policy.

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an employee included in the group of employees described in the Schedule.
2. The bodily injury must arise out of and in the course of employment necessary or incidental to work in a state listed in the Schedule.
3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you if you and your employees described in the Schedule were subject to the workers compensation law shown in the Schedule. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusions

This insurance does not cover:

1. any obligation imposed by a workers compensation or occupational disease law, or any similar law.
2. bodily injury intentionally caused or aggravated by you.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it. If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

Form No: WC 00 03 11 A (08-1991)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 7; Page: 1 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 8 35524865

Policy Effective Date: 01/01/2026

Policy Page: 73 of 100



**Workers Compensation And Employers Liability Insurance
Policy Endorsement**

F. Employers Liability Insurance

Part Two (Employers Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment shown in the Schedule were shown in Item 3.A. of the Information Page.

Schedule

<u>Employees</u>	<u>State of Employment</u>	<u>Designated Workers' Compensation Law</u>
ALL OFFICERS AND EMPLOYEES NOT SUBJECT TO THE WORKERS COMPENSATION LAW	ANY STATE SHOWN IN ITEM 3.A. OF THE INFORMATION PAGE EXCLUDING: NJ, WI	THE STATE WHERE THE INJURY TAKES PLACE

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 11 A (08-1991)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 7; Page: 2 of 2

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 8 35524865

Policy Effective Date: 01/01/2026

Policy Page: 74 of 100

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. 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, to the fullest extent permitted under law, 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 "Claims"), including Claims for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or relate to any negligent act or omission, recklessness, or willful misconduct related in any way to the 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 Claims 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. While Contractor's defense costs ordinarily cannot exceed Contractor's proportionate percentage of fault, if one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution, the Contractor shall meet and confer with the City and other parties regarding the unpaid defense costs.

- 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 3.60.040 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 3.60.040. 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 Subcontractor 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 #: **NOT APPLICABLE TO THIS AGREEMENT**

- 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 3.60.050, 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 3.60.040 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.

City of
SACRAMENTO
Finance Department

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name **KITTELSON & ASSOCIATES, INC.**
Business Address **2510 J ST STE 200**
Owner **KITTELSON & ASSOCIATES, INC.**
Type of Business **Architects & Engineers**
Tax Classification **Gross Receipts**
Expires **12/31/2026**
Mailing Address **LINDSEY BURT**
KITTELSON & ASSOCIATES, INC.
225 E ROBINSON ST STE 355
ORLANDO, FL 32801-4326

1011148



1011148

TOTAL PAID:
\$121.74

THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING

MUST BE POSTED IN CONSPICUOUS PLACE

This certificate is not to be construed as a business license or imply that the City of Sacramento has investigated, or approves or recommends, the holder of this certificate. Any representation to the contrary is fraudulent. This certificate must be renewed within 30 days of expiration. Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Kittelson & Associates, Inc.	
	2	Business name/disregarded entity name, if different from above.	
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5	Address (number, street, and apt. or suite no.). See instructions. PO Box 735277	Requester's name and address (optional)
	6	City, state, and ZIP code Chicago IL 60673-5277	
	7	List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
or									
Employer identification number									
9	3	-	0	9	6	4	4	4	7

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person <i>Shannon Friedman</i>	Date <i>1/1/2026</i>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

TAXABLE YEAR

CALIFORNIA FORM

2026 Withholding Exemption Certificate

590

The payee completes this form and submits it to the withholding agent. The withholding agent keeps this form with their records.

Withholding Agent Information

Name
CITY OF SACRAMENTO

Payee Information

Name SSN or ITIN FEIN CA Corp no. CA SOS file no.
Kittelson & Associates, Inc. **93-0964447**

Address (apt./ste., room)
225 East Robinson Street, Suite 355

City (If you have a foreign address, see instructions.) State ZIP code
Orlando FL 32801

Exemption Reason

Check only one box.

By checking the appropriate box below, the payee certifies the reason for the exemption from the California income tax withholding requirements on payment(s) made to the entity or individual.

- Individuals — Certification of Residency:**
I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Corporations:**
The corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information D, Definitions.
- Partnerships or Limited Liability Companies (LLCs):**
The partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.
- Tax-Exempt Entities:**
The entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.
- Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit-Sharing Plans:**
The entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.
- California Trusts:**
At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return. If the trustee or noncontingent beneficiary becomes a nonresident at any time, I will promptly notify the withholding agent.
- Estates — Certification of Residency of Deceased Person:**
I am the executor of the above-named person's estate or trust. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return.
- Nonmilitary Spouse of a Military Servicemember:**
I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE OF PAYEE: Payee must complete and sign below.

Our privacy notice can be found in annual tax booklets or online. Go to ftb.ca.gov/privacy to learn about our privacy policy statement, or go to ftb.ca.gov/forms and search for **1131** to locate FTB 1131 EN-SP, Franchise Tax Board Privacy Notice on Collection. To request this notice by mail, call 800.338.0505 and enter form code **948** when instructed.

Under penalties of perjury, I declare that I have examined the information on this form, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare under penalties of perjury that if the facts upon which this form are based change, I will promptly notify the withholding agent.

Type or print payee's name and title Lawrence Van Dyke, CFO Telephone 407.540.0555

Payee's signature ►  Date 5/4/2026

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: *Laurence Lewis*

Title: Senior Principal Planner


Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: 
[Michael Fry \(May 27, 2026 11:14:19 PDT\)](#)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: