



**INTERNATIONAL PARKING DESIGN**

International Parking Design, Inc.  
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*Architecture | Engineering | Consulting*



June 14, 2017

Ms. Wendy Saunders  
Executive Director  
Capital Area Development Authority  
1522 - 14th St, Sacramento, CA 95814

*Re: Proposal to Provide A/E Design Services  
for the CADA Parking Structure  
Sacramento, CA*

Dear Wendy:

We are pleased to present this proposal to provide parking consulting services, architectural, structural, sustainability, design build MEP criteria design, civil and landscape design for the proposed parking structure. It is our understanding that the parking structure will be located on the half block bounded by R Street, 8<sup>th</sup> Street and 9<sup>th</sup> Street in Downtown Sacramento. It will consist of a six level above-grade structure providing a total of approximately 800 spaces including approximately 10,000 sq.ft. of warm shell retail. Our consultant team is currently anticipated to include the following:

- Architectural Services/Team Leader – International Parking Design (Oakland)
- Structural Engineering Service – Miyamoto International, Inc. (Sacramento)
- Design Architect – Stafford King Wiese Architects (Sacramento)
- Civil Engineer – Warren Consulting Engineers (Folsom)
- Landscape Architect – MTW Group (Sacramento)
- Mechanical and Plumbing Design – Capital Engineering (Rancho Cordova)
- Electrical Engineering – Engineering Enterprise (Auburn)
- Sustainability Consultant – Bright Works (Oakland)

Based on your description of the services in which you are interested, we propose to provide our services in one phase in conformity with the following description of services.

**Entitlements/Schematic Design**

One of the first tasks is to establish the Design Criteria for the parking portion of the project to obtain a clear understanding of your goals and objectives. The Design Criteria will typically include the following:

- Maximum size of the site available for parking including any required setbacks or height restrictions
- Number of parking spaces to be provided in the facility and if there are different users, the number and location of spaces for each user group

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- Location, number and type of vehicular entries and exits based on input from the project traffic consultant and/or the City Traffic Engineer
- Preliminary input and review by the regulatory agencies having jurisdiction over the project
- Method of parking control (if any) to be incorporated within the parking facility
- Pedestrian access and egress requirements

Once the Design Criteria has been established, IPD will:

1. Analyze site/property information to be provided by your office or CADA. Information to be provided will include, but not be limited to, zoning requirements; any setbacks that might be required; bearings and dimensions of property lines surrounding the site; topographic information; physical characteristics of the site; locations of pedestrian access and egress points; and location, type and size of existing utilities. Obtain preliminary input and review by the regulatory agencies having jurisdiction over the project.
2. Evaluate the preliminary location and layout of entry/exit driveways as they relate to ease of ingress and egress of the project.
3. Apply parking standards established by the City of Sacramento Planning and Zoning Code. These standards will consist space width and length, adequate width of drive aisles, and appropriate turning geometry to allow convenient park/unpark movements and vehicular circulation. The standards also establish maximum slope of entry/exit ramps, and driving ramps where applicable.
4. Provide preliminary structural framing layout with horizontal and vertical dimensioning, general parking layout, and turning geometry with proper consideration given to user comfort and security. Establish parking layout and quantity of spaces for persons with disabilities in conformance with local requirements, California Title 24 and the American with Disabilities Act. Prepare a Parking Space and Area.
5. Prepare Schematic Design Drawings, illustrating appropriate floor areas (size, shapes and arrangements), elevations and sections and submit to Owner and AHJ for review and approval.
6. Establish Schematic Design cost estimate, if requested.
7. Provide an architectural rendering of the project (as a reimbursable expense), if required.
8. Attend meetings with the client/owner as needed.

Our services do not include the following:

1. Geotechnical investigation and report.
2. Plan check and permit costs.
3. Testing and inspection services.
4. Work related to hazardous materials and mitigation.
5. Traffic Study
6. Environmental Impact Report

### **Fees and Payments**

Our lump sum fee for these services, excluding reimbursable expenses, is One Hundred and Twenty-Four Thousand Two Hundred and Thirty Dollars (\$124,230), to be paid monthly in accordance with percentage complete of each phase as shown in the attached table. The fees for Construction Documents and Construction Administration will be passed thru to the selected General Contractor.

Additional Services performed at your request for work beyond the scope of this proposal, or for changes in previously approved work, will be billed based on the attached Standard Rate Schedule.

Reimbursable expenses, in addition to the above design fee, will consist of time and expenses for travel, reproduction costs, mailing, and messenger service expenses. This number is a budget number only, and all

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reimbursable expenses will be billed as separate amounts from the base fee.

Payments shall be made monthly, in proportion to percent of completion of each phase of work, upon presentation of IPD's invoice. All charges will be due and payable within 30 days. Invoices aged more than 90 days will be increased by one percent per month carrying charges, unless otherwise arranged.

CADA retains the right to cancel the work of this contract at any time during the course of the project. Payment shall be made in full for completed phases of work. Payment for partial completion of any phase shall be on the basis of work performed to date.

Compensation for services will not be contingent on the ability of CADA to collect from others. In the event that there is a dispute arising from the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorney fees, costs and expenses included.

It is agreed that IPD will perform its services in accordance with current, generally accepted professional practices. It is understood that IPD makes no warranties, either express or implied, as to the findings, designs, recommendations, specifications or professional advice, and that work performed by IPD will be judged by normal standards of care.

Wendy, IPD is committed to long-term relationships and to providing excellent service and measurable value and we are very pleased to have the opportunity to assist you and your team on this project. Should you desire, we will prepare an AIA Standard Form of Agreement for your review. Look forward to hearing from you.

Sincerely,

	Accepted	_____
Raju N. Nandwana, AIA Vice President	Printed Name	_____
	Title	_____
rnn/maf	Date	_____

w/Attachment: IPD Standard Rate Schedule



## STANDARD RATE SCHEDULE

Effective January 2017

The following hourly rate fees will be applicable to the work performed, including travel time, in connection with the specific project described in the accompanying proposal.

Firm Principal	\$205.00
Vice President	\$180.00
Director of Design	\$170.00
Quality Control/Specification Writer	\$165.00
Production Manager	\$170.00
Senior Parking Consultant/Senior Project Architect/Associate	\$150.00
Project Architect/Project Manager	\$135.00
Job Captain	\$120.00
Parking Consultant/ Senior CADD Technician	\$100.00
Construction Administrator	\$ 95.00
Intermediate CADD Technician	\$ 85.00
Junior CADD Technician	\$ 75.00
Project Assistant	\$ 65.00
Secretary	\$ 60.00

All identifiable direct expenses incurred in connection with the work will be charged at cost plus ten percent. This includes travel expenses, reproduction, printing, display materials and automobile expenses at the rate of 53.5 cents per mile.

**CAPITOL AREA DEVELOPMENT AUTHORITY  
EXHIBIT B — TERMS AND CONDITIONS  
CONSULTING CONTRACTS**

**GENERAL PROVISIONS**

1. **Work.** Consultant shall do all work, attend all meetings, produce all reports, and carry out all activities necessary to complete the services described in the Scope of Services, attached hereto as Exhibit A and incorporated herein by this reference. This Agreement and its exhibits shall be known as the "Agreement Documents." Terms set forth in any Agreement Document shall be deemed to be incorporated in all Agreement Documents as if set forth in full therein. In the event of a conflict between terms contained in these Agreement Documents, the more specific term shall control. If any portion of the Agreement Documents shall be in conflict with any other portion, provisions contained in this Agreement shall govern over conflicting provisions contained in the exhibits to this Agreement.
2. **Independent Contractor.** At all times during the term of this Agreement, the Consultant shall be an independent contractor and shall not be an employee of Authority. Authority shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, Authority shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.
3. **Consultant not Agent.** Except as Authority may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Authority in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind Authority to any obligation whatsoever.
4. **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.
5. **Indemnification.** Consultant shall indemnify, defend, and hold harmless, the State of California, the City of Sacramento and the Authority, and their respective officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs losses, and, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this agreement on the part of Consultant except such loss or damage which was caused by the sole negligence, or willful misconduct of the State of California, the City of Sacramento, and the Authority, or their respective officers, officials, agents, and employees or volunteers. The provisions of this paragraph shall survive termination or suspension of this Agreement.
6. **Term and Time For Completion.**
  - A. This Agreement shall become effective on the Effective Date and will continue until the Services are complete as specified by any schedule of performance set forth in Exhibit A, or upon the expiration as indicated on page 1 of the Agreement.
  - B. Consultant's failure to complete work in accordance with the schedule of performance may result in delayed compensation.
  - C. The Authority may temporarily suspend this Agreement, at no additional cost to the Authority, provided that Consultant is given written notice of temporary suspension. If the Authority gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Agreement.
  - E. Notwithstanding any provisions of this Agreement, Consultant shall not be relieved of liability to the Authority for damages sustained by the Authority by virtue of any breach of this Agreement by Consultant, and the Authority may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the Authority from Consultant is determined.

**7. Payment For Services.**

A. Consultant shall submit to the Authority monthly itemized bills for the actual fees, costs, and expenses for services rendered, but in no event shall total compensation of this Agreement exceed the amount specified at Page 1, above, without the Authority's express written approval.

B. If the work is halted at the request of the Authority, compensation shall be based upon the proportion that the work performed bears to the total work required by this Agreement.

**8. Compliance with Laws.** Consultant agrees that it shall conduct its work and perform its services in compliance with all applicable local, state, and federal laws and regulations, and any officer, department or agency thereof, that are in effect at the time services are performed, as well as other laws and regulations as may be applicable thereto.

**9. Products of Consulting.** All products of consulting shall become the sole property of Authority and shall be delivered to Authority before the end of performance under this Agreement.

**10. Disclosure.** If the Consultant is required to file a Form 700, prior to execution of this Agreement, Consultant shall disclose the names of any and all persons, businesses, or entities from which consultant receives income who also do business with Authority or are located within the Capital Area. Authority agrees that the Consultant is not responsible for liability and related expenses arising out of the use of such documents without the Consultant's involvement on future projects. Consultant may retain copies of all documents for its records, but will not use such documents on other projects.

**11. Assignment Prohibited.** No party to this Agreement may assign any right or obligation pursuant to this Agreement unless such assignment or subcontracting is specifically permitted by the Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

**12. Changes.** Authority may, from time to time, request changes in the Scope of Services of the Agreement to be performed hereunder. Such changes including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Authority and Consultant, shall be incorporated in written amendments to this Agreement.

**13. Termination.** This Agreement may be terminated by either party on forty-eight (48) hours written notice to the other. The effective date of termination shall be the 48th hour of said written termination notice with no further action by either party. In the event Authority abandons the project, upon written notification to the Consultant, this Agreement shall terminate. Consultant shall be entitled to the compensation earned by it through the date of termination, computed pro rata up to and including that date. Consultant shall be entitled to no further compensation as of the date of termination except as may be necessary to wind up the project and to deliver products to Authority. In no event shall Authority be liable for lost profits.

**14. Products to be Delivered on Termination.** In the event of termination of this Agreement, Consultant shall immediately deliver to Authority all files, memoranda, notes, draft reports and all other matter prepared by Consultant in the course of providing services pursuant to this Agreement. All such material shall be the sole property of Authority, subject to paragraph 9 above.

**15. Notices.** Any and all notices, demands, requests or other matters required by this Agreement or by law to be served on, given to, or delivered to either party hereto, Authority or Contractor, by the other party to this Agreement, shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal service, when deposited in the United States mail, certified postage prepaid, addressed to Authority or Consultant as provided in this Agreement. Either party may change his address for the purpose of notices by giving written notice of such change to the other party in the manner as herein provided.

**16. Insurance.** During the term of this contract and until final completion and acceptance of the work required by contract documents, Contractor shall maintain in full force and effect at his own expense insurance coverage as outlined below. Certificate(s) of Insurance must be provided to the Authority before any work begins. Authority reserves the right to request or approve different limits than stated below. If Contractor fails to keep all the required insurance in force, Contractor shall immediately discontinue any and all work. Authority will withhold any and all payments, until notification is received by Authority that such

insurance has been reissued in full force. Failure to maintain any items of required insurance will be sufficient cause for termination of the contract. Insurance Companies must be acceptable the Authority. If self insured, review of financial information may be required. Contractor shall maintain insurance on all of Contractor's operations during the progress of the work, with insurance companies operating on an "admitted" basis in California with an AM BEST's rating of at least A- VIII. Coverage shall be on forms acceptable to the Authority and shall be the greater of all the insurance coverages and limits carried by the Contractor or the minimum insurance and amounts included below:

**A. Workers' Compensation**

1. Statutory limits, as required by law.  
Waiver of Right of Recovery Endorsement in favor of the Authority and any others, as required by Prime Contract.

**B. Commercial General Liability**

1. On an Occurrence Basis
 

(i)	1,000,000	Each Occurrence, Bodily Injury and Property Damage, combined single limit
(ii)	2,000,000	General Aggregate
(iii)	2,000,000	Products & Completed Operations Aggregate
(iv)	2,000,000	Personal & Advertising Liability Aggregate
(v)	2,000,000	Per Project Aggregate

CGL policy form shall be ISO CG 00 01 11 88, or equivalent, unless agreed to in writing by AUTHORITY.

2. Claims made policies, including modified occurrence forms, are not acceptable. Contractor's deductible or self-insured retention shall be no greater than \$10,000 per occurrence.
3. CGL coverage to include:
  - (i) Premises operations and mobile equipment liability.
  - (ii) Completed operations and products liability.
  - (iii) Contractual liability insuring the obligations of Contractor's obligations assumed in this contract.
  - (iv) Owner's & Contractor's Protective Liability (OCP).
  - (v) Coverage for explosion, collapse, and underground property damage.
  - (vi) Coverage for subsidence.
  - (vii) Broad form property damage.
  - (viii) Personal injury.
  - (ix) Severability of interest.

**C. Automobile**

1. \$1,000,000 Per Accident, Bodily Injury and Property Damage, combined single limit.
2. Liability shall be for "Any Auto."
3. Coverage to include "Hired" and "Non-Owned" autos.

**D. Excess Liability**

1. On an Occurrence Basis. Claims made policies, including modified occurrence forms, are not acceptable.
2. 1,000,000 Each Occurrence, Bodily Injury and Property Damage, combined single limit.
3. 1,000,000 Aggregate.



E. **Additional Insureds**

**Policies described in items B, C, and D above, shall be endorsed to name Authority, the State of California, the City of Sacramento its subsidiaries and affiliates and their shareholders, directors, officers, employees and agents as additional insureds.**

1. Policies shall also add as an additional insured any other person or entity required by contract to be so added.
2. Policies shall stipulate that the insurance afforded to the additional insureds shall be primary insurance and that any insurance carried by the additional insureds shall be excess and non-contributory with Contractor's insurance. **Contractor shall use Additional Insured Endorsement CG 20 38 04 13, and Primary and Non-Contributory Endorsement CG 20-01 or coverage equally as broad for policies described in B, C, and D above.**

F. **Certificates and Endorsements**

1. Certificates of insurance and all necessary endorsements shall be furnished by Contractor to Authority before any work is commenced hereunder by Contractor.
2. The certificates shall provide that there will be no cancellation, reduction or modification of coverage without 30 days' prior written notice to the Authority.
3. The words "endeavor to" shall be stricken from the certificate.
4. The words "But failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be stricken from the certificate.

G. **Term of Coverage**

All such insurance coverage shall remain in effect until Contractor's work has been completed.

H. **Insurance Noncompliance By Contractor**

If Contractor does not comply with the insurance requirements of this contract, the Authority may, at its option, provide insurance coverage to protect the Authority and charge Contractor for the cost of that insurance. If the Authority elects to provide such insurance, this shall in no way limit or relieve Contractor of the duties and responsibilities assumed by it in this Contract.

**17. Licenses.** At its sole cost, Consultant shall obtain and keep in full force and effect during the term of this Agreement, all licenses, permits and other entitlement required for Consultant to legally perform the services provided pursuant to federal, state and local authorities.

**18. Engineer and Architect Professional Liability Insurance.** If Consultant is a licensed engineer or architect, Consultant shall submit Architect or Engineer Professional Liability Insurance in an amount not less than **One Million Dollars (\$1,000,000.00)** per occurrence. The policy may not be canceled or amended without the prior written approval of Authority. Such insurance is to be maintained for a period of not less than three (3) years following acceptance of work by Authority. Prior to contract award, Consultant shall furnish evidence of insurance satisfactory to Authority as to contents and insurance carriers which will contain a provision for thirty (30) days' prior written notice to Authority of any cancellation, reduction, or material changes in coverage.

**19. Attorney's Fees.** In the event any action is brought by either party to this Agreement to enforce this Agreement or for breach of this Agreement or for a declaration or rights and duties of the parties to this Agreement, the prevailing party shall recover its cost of suit and attorney's fees incurred in such action from the other party.

**20. Fair Employment.**

A. *Nondiscrimination and Enforcement*

1) In the performance of this contract the Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, mental condition, marital status, or sex pursuant to Section 12940 et seq. of the Government Code. The Consultant will ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental condition, marital status, or sex. Such action shall include, but not be limited to, the following: employment, upgrading,

demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; terms, conditions or privileges of employment; and selection for training, including apprenticeship. The Consultant shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Authority setting forth the provisions of this Fair Employment Addendum section.

2) Consultant will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment and Housing Commission or Authority for the purpose of investigation to ascertain compliance with the Fair Employment section of this Agreement.

3) Consultant shall designate an individual responsible for the enforcement of this Fair Employment Addendum, and shall provide the name, address and telephone number of such person to the Authority.

4) Remedies for willful violation:

(a) Authority may determine a willful violation of these Fair Employment provisions to have occurred upon receipt of a final judgment having that effect from a court in an action to which Consultant was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that Consultant has violated the California Fair Employment and Housing Act and has issued an order, under Government Code Section 12970, which has become final, or obtained injunctive relief under Government Code Section 12973.

(b) For willful violation of these Fair Employment provisions, Authority shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by Authority in securing the goods or services hereunder shall be borne and paid by Consultant and by its surety under the performance bond, if any. Authority may deduct from any monies due, or that thereafter may become due to Consultant, the differences between the price named in the Contract and the actual cost thereof to Authority.

**21. Entire Agreement.** This writing constitutes the entire agreement between the parties relative to the services specified herein, and no modifications hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Agreement. There are no understandings, agreements, conditions, representations, warranties or promises with respect to the subject matter of this Agreement except those contained in or referred to in this writing.

**22. Successors and Assignment.** This Agreement shall be binding on the heirs, successors, executors, administrators, and assigns of the parties; however, Consultant agrees that it will not assign, transfer, convey or otherwise dispose of this Agreement or any part thereof, or its rights, title or interest therein, or its power to execute the same without the prior written consent of the Authority.

**23. Severability.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

**24. Waiver of Rights.** No waiver of any rights hereunder shall be binding unless in writing and signed by all parties to this Agreement. Failure of any party to enforce any right provided by this Agreement shall not constitute a waiver or estoppel of said right. Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

**25. Remedies Not Exclusive.** The use by either party of any remedy specified herein for the enforcement of this Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of any remedy provided by law.

**26. Warranties and Responsibilities.**

- A. Consultant agrees and represents that it is qualified to properly provide the Services set forth in Exhibit A in a manner which is consistent with the generally accepted standards of Consultant's profession.
- B. Consultant agrees and represents that the work performed under this Agreement shall be in accordance with applicable federal, state and local law.
- C. Consultant shall designate a project manager who at all times shall represent Consultant in dealing with the the Authority on matters relating to this Agreement. The project manager shall continue in such capacity unless and until he or she is removed at the request of the Authority, is no longer employed by Consultant, or is replaced with the written approval of the Authority, which approval shall not be unreasonably withheld.
- D. Consultant shall provide corrective services without charge to the Authority for Services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the Authority may render or undertake performance thereof and Consultant shall be liable for any expenses thereby incurred.

**27. Miscellaneous.**

- A. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders, and decrees which in any manner affect those engaged or employed in the work described by this Agreement or the materials used or which in any way affect the conduct of the work.
- B. All of the materials prepared or assembled by Consultant pursuant to performance of this Agreement are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the Authority, except by court order.
- C. Consultant shall maintain and make available for inspection by the Authority and its auditors accurate records of all of its costs, disbursements, and receipts with respect to any work under this Agreement. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Agreement are made to the Consultant.
- D. This Agreement shall be interpreted and governed by the laws of the State of California.
- F. Any action arising out of this Agreement shall be brought in Sacramento County, California, regardless of where else venue may lie.

**END OF EXHIBIT B**