Title: On-Call Agreements: Environmental Consulting Services

Location: Citywide

Recommendation: Pass a Motion authorizing the City Manager or City Manager’s designee to execute Professional Services Agreements for on-call environmental consulting services with 1) AECOM Technical Services, Inc., 2) Geocon Consultants, Inc., 3) NCE, 4) Ninyo & Moore, and 5) Stantec Consulting Services, Inc., each for an initial three-year term and up to two additional one-year terms for a total amount not-to-exceed $150,000.

Contact: Denise Malvetti, Senior Development Project Manager, (916) 808-7064, City Manager’s Office of Innovation and Economic Development

Presenter: None

Attachments:
1-Description/Analysis
2-AECOM Agreement
3-Geocon Agreement
4-NCE Agreement
5-Ninyo & Moore Agreement
6-Stantec Agreement
Description/Analysis

**Issue Detail:** The City currently has two U.S. Environmental Protection Agency (EPA) Brownfields Grants. In 2017, the EPA awarded the City an Assessment Grant in the amount $300,000. The funds from assessment grants can be used to inventory, characterize, assess and conduct cleanup planning efforts on publicly and privately-owned brownfields sites. In 2018, the EPA awarded the City a Revolving Loan Fund grant in the amount of $750,000. The RLF funds can be used to make loans and subgrants for the remediation of brownfields sites. The EPA defines a brownfield as a property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of hazardous substance, pollutant or contaminant.

In order to perform our duties under the grant, the City must have access to environmental consultants to conduct a number of environmental services including environmental site assessments, hazardous building surveys, geophysical testing, soil sampling and remediation oversight. The on-call contracts increase efficiency and allow for expedited contracting on an as-needed basis. In 2015, the City entered into on-call call contracts with four environmental consultants. A number of those contracts have reached their contract limits, therefore, it was imperative to update the on-call list in order to seamlessly continue the brownfields work.

**Policy Considerations:** The city’s brownfields work is consistent with the Economic Development Strategy goal of Invest in Building Sacramento as it assists commercial and housing projects and promotes the cleanup and reuse of vacant and underutilized properties.

**Economic Impacts:** None at this time.

**Environmental Considerations:** The recommendation in this report is not a project under the California Environmental Quality Act (CEQA) because it relates to government fiscal activities that do not involve any commitment to a specific project which may result in a potentially significant physical impact on the environment, as contemplated by Section 15378(b)(4) of the CEQA Guidelines (Cal. Code Regs., tit. 14, §15000 et seq.), and is, therefore, not subject to CEQA pursuant to Section 15060(c)(3) of the CEQA Guidelines.

**Sustainability:** The city’s brownfields work promotes sustainability by eliminating property contamination and supporting infill development.

**Commission/Committee Action:** None.
Rationale for Recommendation: In June 2019, the Office of Innovation and Economic Development solicited Statements of Qualifications from consulting firms for environmental consulting services. In August 2019, City received 15 Statements of Qualifications. The selection committee conducted a review and evaluation of the submittals based on team qualifications and experience, experience with public agencies and regulators and experience with U.S. EPA grant funded projects. The following top ranked firms were selected to enter into on-call professional services agreements: AECOM Technical Services, Inc., Geocon Consultants, Inc., NCE, Ninyo & Moore and Stantec Consulting Services, Inc.

Financial Considerations: Each on-call contract will not exceed $150,000. Task orders approved and managed by staff will not exceed $100,000 per project. Purchase orders encumbering funds under each contract will not be opened until funding is identified. Any service exceeding $100,000 will be issued through a Supplemental Agreement approved by the City Manager. The cost expended under these agreements will be paid for by U.S. EPA Brownfields grants, however, depending on the project there may be another funding source, not limited to, but including the Economic Development Department operating budget and other grant projects. Funding for future years will be subject to funding availability in the applicable fiscal year.

Local Business Enterprise (LBE): The following three selected firms are Local Business Enterprises: AECOM Technical Services, Inc., NCE, and Stantec Consulting Services, Inc.
CONTRACT #: PRC000620
CONTRACT NAME: On-Call Environmental Site Assessment (ESA), Hazardous Materials Testing, and Remediation Services
CONTRACT PROJECT #: 02001411-1001-433061
DEPARTMENT: City Manager’s Office
DIVISION: Economic Development

PROFESSIONAL SERVICES CONTRACT
For Architects, Landscape Architects, Professional Engineers, and Professional Land Surveyors

This Contract is made and entered into at Sacramento, California, between the CITY OF SACRAMENTO, a charter city and municipal corporation ("City"), and

AECOM Technical Services, Inc.
2020 L Street, Suite 400
Sacramento, CA 95811

("Contractor"), as of date it is fully executed ("Effective Date").
The City and Contractor agree as follows:

1 CONTRACT DOCUMENTS
All exhibits and documents attached or referred to in this Contract are incorporated as if set forth fully herein, including the Scope of Services Exhibit, Payment Exhibit, Insurance Exhibit, General Conditions Exhibit, and Labor Compliance Exhibit. If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor or made a part of this Contract and the terms or conditions of the other Contract Documents, the terms and conditions of the other Contract Documents control.

2 SERVICES
Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the services described in the attached Scope of Services Exhibit ("Services"). Contractor shall provide the Services at the time, place, and in the manner specified in the Scope of Services Exhibit.

Contractor will not be compensated for Services outside the Scope of Services Exhibit ("Additional Services") unless before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of the Scope of Services Exhibit; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a
Contract amendment specifying the Additional Services and the amount of compensation for the Additional Services.

City will have no obligations whatsoever under this Contract or any Contract amendment, unless and until this Contract or any Contract amendment is approved by the City as required by City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

3  PAYMENT
City shall pay Contractor at the times and in the manner set forth in the Payment Exhibit. Contractor shall submit all invoices to City in the manner specified in the Payment Exhibit.

4  FACILITIES AND EQUIPMENT
Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

5  INSURANCE
Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the Insurance Exhibit.

6  GENERAL CONDITIONS
Contractor shall comply with the terms and conditions set forth in the General Conditions Exhibit.

7  LABOR COMPLIANCE REQUIREMENTS
If this Contract includes: (a) any construction work in an amount exceeding $25,000; (b) any alteration, demolition, repair, or maintenance work in an amount exceeding $15,000; or (c) 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(s) performing any such Services shall comply with the provisions specified in the Labor Compliance Exhibit.

8  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:


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.

9 CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Contract may be subject to 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:


The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of $100,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is $100,000 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.

10 LOCAL BUSINESS ENTERPRISE PROGRAM - LBE PARTICIPATION

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


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

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.
11 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 Contractor to the performance of the Contract's obligations.
SCOPE OF SERVICES EXHIBIT

1 REPRESENTATIVES

The City Representative for this Contract is:

Denise Malvetti, Senior Development Project Manager
City of Sacramento
Office of Innovation and Economic Development
915 I Street
Sacramento, CA 95814
Phone: 916-808-7064
Email: dmalvetti@cityofsacramento.org

The Contractor Representative for this Contract is:

Mark Wuttig, PG, Principal
AECOM Technical Services, Inc.
2020 L Street, Suite 400
Sacramento, CA 95811
Phone: 503-243-3120
Email: mark.wuttig@aecom.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 referred to the Contractor Representative.

2 CONFLICT OF INTEREST REQUIREMENTS

The individual(s) who will provide Services or perform Work pursuant to this Contract are not considered "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code.

3 SCOPE OF CONTRACT

Contractor shall provide Services to City as set forth in Attachment 1 to this Scope of Services Exhibit.

4 TIME OF PERFORMANCE

The Services described in this Contract shall be provided during an initial period beginning on October 22, 2019 and ending on October 31, 2022. The City may extend this Contract for up to two additional one-year terms, for a maximum five year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Scope of Services Exhibit. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.
PAYMENT EXHIBIT

1  CONTRACTOR’S COMPENSATION

The total of all fees paid to the Contractor shall not exceed the total sum of $150,000.00. The payments specified in this Payment Exhibit shall be the only payments made to Contractor unless the City approves a Contract amendment.

2  PRICING

Contractor shall be paid as set forth in the Scope of Services Exhibit or Attachment 1 to this Payment Exhibit and any applicable special provisions included in the request for bids or proposals (“Special Provisions”). If there is a conflict between the Scope of Services Exhibit or Payment Exhibit and the Special Provisions, the Scope of Services Exhibit or Payment Exhibit 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 City.

4  PURCHASE ORDERS

Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City’s fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.

5  PAYMENTS TO CONTRACTOR

Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.

A. Payment terms are NET 30 days, unless otherwise stated in this Contract.

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 (if applicable)
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. Itemized description of the Services billed under Invoice
9. Itemized description of all authorized Reimbursable Expenses
10. Itemized description of all applicable taxes (sales, use, excise, etc.)
11. Amount of Invoice
12. Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. 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.

E. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of Services. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6 ADDITIONAL SERVICES

Additional Services shall be provided only when a Contract amendment 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.

7 BILLING DISPUTES

The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

8 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.
9  SALES TAX REQUIREMENTS
The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.

10  EXCISE TAX REQUIREMENTS
The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.

11  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.
INSURANCE REQUIREMENTS EXHIBIT

1  INSURANCE REQUIREMENTS

During the entire term of this Contract, Contractor shall maintain the insurance coverage described in this Insurance Exhibit.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified 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.

Contractor’s liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

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.

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

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.

4  EXCESS INSURANCE
The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and 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.

5 WORKERS’ COMPENSATION MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

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.

6 PROFESSIONAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Professional Liability Insurance providing coverage on a claims-made basis for errors, omissions, or malpractice with limits of not less than one million dollars ($1,000,000) is required. Such coverage must be continued for at least 5 years following the completion of all Services under this Contract. The retroactive date must be prior to the date this Contract is approved or any Services are performed.

7 POLLUTION LEGAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Contractor shall obtain Pollution Liability insurance. This insurance shall be written in comprehensive form either as a separate policy or as an endorsement to contractor’s general liability coverage and shall cover liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of any work to be performed under the contract, including liability for and defense of lawsuits and regulatory actions.

If endorsed, the City, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, part or equipment furnished in connection with such work or operations.

Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Coverage shall apply to sudden as well as gradual pollution conditions, including without limitation conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. The liability limits shall be not less than:

(1) Combined Single Limit for each occurrence: One million dollars ($1,000,000).

(2) If the coverage required is written on a claims made coverage form:

a. The retroactive date must be shown, and this date must be before the award date of the contract.
b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after final payment.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract award date, the contractor must purchase extended reporting period coverage for a minimum of five (5) years after final payment.

d. A copy of the claims reporting requirements must be submitted to the City for review.

e. If the work involves lead-based paint or asbestos identification/remediation, the contractor’s Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the work involves mold identification/remediation, the contractor’s Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

8 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 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.

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 Insurance Exhibit 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. Contractor may redact the policies to remove business-confidential information but will not redact information necessary to demonstrate that the policies meet the City's minimum insurance requirements.

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 Exegis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668

C. Certificate Holder must be listed as:

City of Sacramento c/o Exegis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668

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 Insurance Exhibit.
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 required 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 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 the Conflicts of Interest section.
2 LICENCES AND PERMITS
Contractor represents and warrants that the Contractor has all licenses, permits, City Business Operations Tax Certificates, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to practice its profession or fulfill the terms of this Contract and that the Contractor must, at its sole cost and expense, maintain licenses, permits, certificates, qualifications, and approvals at all times during the term of this Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State in accordance with Section 2105 of the California Corporations Code.

3 CONTRACTOR NOT AGENT
Except as City may specify in writing, Contractor and Contractor’s personnel have no authority, express or implied, to act on the City’s behalf in any capacity whatsoever as an agent. Contractor and Contractor’s personnel have no authority, express or implied, to bind City to any obligations whatsoever.

4 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.

5 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.

6 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 will 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. Any violation by Contractor of this section is a material violation of this Contract and justifies legal and equitable relief.

7 CONTRACTOR INFORMATION

A. City will 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, photostatting, 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 one 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 performance by Contractor, 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.

8  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 to satisfactorily and timely perform its obligations 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.

9  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.

10  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.

11  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. The 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.

12 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.

13 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 by 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 or 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, in the event that 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 does not affect or limit any of City’s rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section does not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information section above. The provisions of this section survive any expiration or termination of this Contract.

14  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 or its designee.

C. This section governs over any other contrary provision of the Contract.

15  EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance with Law and 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 may impose any sanctions it determines to be 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, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request that the City join such litigation to protect the City’s interests.

16 ENTIRE AGREEMENT

This Contract, including all Exhibits and documents referenced herein, contains the entire Contract between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration of the terms of this Contract will be valid unless approved in writing by the Contractor and the City in accordance with applicable provisions of the Sacramento City Code.

17 MODIFICATION OF CONTRACT

The City may order changes in the Services required and the Contractor shall comply with such orders, except that if the changes increase or decrease the price or costs fixed in the Contract, the order will not be valid unless the increase or decrease in cost or change in the schedule is agreed upon in writing by the parties, consistent with the Sacramento City Code.

18 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.

19 WAIVER
Neither the City acceptance of, or payment for, any Service, 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 is effective unless it is in writing and signed by the waiving party.

20 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 litigation in such courts, and consent to service of process issued by such courts.

21 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 who will fulfill the obligations imposed on Contractor under this Contract. In recognition of this interest, Contractor shall not assign any right or obligation under this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent is void and of no effect.

22 BINDING EFFECT / ASSIGNMENT

This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of the Assignment Prohibited section.

23 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.
LABOR COMPLIANCE EXHIBIT

1 PAYMENT OF PREVAILING WAGE

Contractor and any subcontractor(s) performing any Public Works shall comply with the provisions of Sacramento City Code Section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773.

Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by City. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Works to furnish electronic payroll records directly to the Labor Commissioner.

Contractor is responsible for compliance with Sacramento City Code Section 3.60.180 and shall include these requirements in every subcontract. This Contract is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180.

Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

2 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 Works, unless currently registered and qualified to perform Public Works 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 Services 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.

3 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 of this Contract.

4 APPRENTICES

If this Contract is for the performance of any Public Works, and the amount of the Contract is $30,000 or more, the Contractor and any subcontractors performing any Public Works under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.190, section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Works will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5 WORKING HOURS

If this Contract is for the performance of any Public Works, Contractor and any subcontractors performing any Public Works under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 et seq., governing the working hours of employees performing Public Works.

6 SUBCONTRACTORS

The Contractor shall include these provisions in every subcontract or sub-agreement for any subcontractors performing Public Works under this Contract.

7 DOCUMENTATION AND COMPLIANCE MONITORING

The City will require each Contractor and subcontractor (at all levels/tiers) to submit all labor compliance documentation, including certified payrolls, electronically using the online application LCPTTracker. There is no cost to Contractors for use of this application.

8 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 of any obligations under this Contract.
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: Mark Wuttig
Mark Wuttig (Oct 15, 2019)

Title: Vice President

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: Michael Sparks
Michael Sparks (Oct 15, 2019)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:
### Personnel Services

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<thead>
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<th>Position</th>
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<tr>
<td>Subconsultant Labor and Services</td>
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</table>
Attachment 1 to Scope of Services Exhibit

CONTRACTOR shall perform on-call environmental services as designated by the CITY. The anticipated services include but are not limited to:

- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Consultation and Coordination with regulatory agencies including but not limited to Sacramento County Environmental Management, Department of Toxic and Substances Control, State Water Resources Control Board,
- Remedial Action Plans, Work Plans and Cleanup Plans
- Asbestos, lead and other hazardous building material testing
- Contaminant characterization of impacted soils and groundwater
- Excavation and fill placement
- Groundwater monitoring including system installation
- Hazardous waste management, removal and/or transportation
- Indoor air quality assessment and testing (vapor intrusion analysis)
- Monitoring and control, risk assessment and risk reduction recommendations
- Remedial systems design, operation and maintenance
- Historical, Cultural and Archaeological Resource studies
- Remedial alternatives evaluation and feasibility studies
- Risk assessments and feasibility studies
- Geophysical surveys
- Cleanup Oversight
- State and/or Federally funded grant preparation, compliance and execution
- Subsurface investigations including delineation of contaminant plumes; and
- Underground storage tank checks, management and removal.

CONTRACTOR understands and agrees that work will be assigned to CONTRACTOR on an individual task order basis, by City's issuance of a written assignment. It is understood and agreed by CONTRACTOR that City reserves the right not to assign any tasks to CONTRACTOR. If services are performed under this Agreement, total payment for said services shall not exceed that amount stated in Exhibit B. CONTRACTOR shall not commence work prior to receipt of a notice of assignment from CITY. CONTRACTOR shall perform, comply with, and be subject to all provisions of this Agreement with regard to any work performed pursuant to such written assignment.
CONTRACT #: PRC000619
CONTRACT NAME: On-Call Environmental Site Assessment, Hazardous Materials Testing, and Remediation Services
CONTRACT PROJECT #: 02001411-1001-433061
DEPARTMENT: City Manager's Office
DIVISION: Economic Development

PROFESSIONAL SERVICES CONTRACT
For Architects, Landscape Architects, Professional Engineers, and Professional Land Surveyors

This Contract is made and entered into at Sacramento, California, between the CITY OF SACRAMENTO, a charter city and municipal corporation ("City"), and

Geocon Consultants, Inc.
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742

("Contractor"), as of date it is fully executed ("Effective Date"). The City and Contractor agree as follows:

1 CONTRACT DOCUMENTS
All exhibits and documents attached or referred to in this Contract are incorporated as if set forth fully herein, including the Scope of Services Exhibit, Payment Exhibit, Insurance Exhibit, General Conditions Exhibit, and Labor Compliance Exhibit. If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor or made a part of this Contract and the terms or conditions of the other Contract Documents, the terms and conditions of the other Contract Documents control.

2 SERVICES
Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the services described in the attached Scope of Services Exhibit ("Services"). Contractor shall provide the Services at the time, place, and in the manner specified in the Scope of Services Exhibit.

Contractor will not be compensated for Services outside the Scope of Services Exhibit ("Additional Services") unless before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of the Scope of Services Exhibit; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a
Contract amendment specifying the Additional Services and the amount of compensation for the Additional Services.

City will have no obligations whatsoever under this Contract or any Contract amendment, unless and until this Contract or any Contract amendment is approved by the City as required by City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

3 PAYMENT
City shall pay Contractor at the times and in the manner set forth in the Payment Exhibit. Contractor shall submit all invoices to City in the manner specified in the Payment Exhibit.

4 FACILITIES AND EQUIPMENT
Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

5 INSURANCE
Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the Insurance Exhibit.

6 GENERAL CONDITIONS
Contractor shall comply with the terms and conditions set forth in the General Conditions Exhibit.

7 LABOR COMPLIANCE REQUIREMENTS
If this Contract includes: (a) any construction work in an amount exceeding $25,000; (b) any alteration, demolition, repair, or maintenance work in an amount exceeding $15,000; or (c) 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(s) performing any such Services shall comply with the provisions specified in the Labor Compliance Exhibit.

8 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:


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.

9 CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Contract may be subject to 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:


The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of $100,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is $100,000 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.

10 LOCAL BUSINESS ENTERPRISE PROGRAM - LBE PARTICIPATION

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


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

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.
11 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 Contractor to the performance of the Contract's obligations.
1 REPRESENTATIVES

The City Representative for this Contract is:

Denise Malvetti, Senior Development Project Manager
City of Sacramento
Office of Innovation and Economic Development
915 I Street
Sacramento, CA 95814
Phone: 916-808-7064
Email: dmalvetti@cityofsacramento.org

The Contractor Representative for this Contract is:

Jim Brake, Vice President/Senior Geologist
Geocon Consultants, Inc.
3160 Gold Valley Drive, Suite 800
Rancho Cordova, CA 95742
Phone: 916-852-9118
Email: brake@geoconinc.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 referred to the Contractor Representative.

2 CONFLICT OF INTEREST REQUIREMENTS

The individual(s) who will provide Services or perform Work pursuant to this Contract are not considered "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code.

3 SCOPE OF CONTRACT

Contractor shall provide Services to City as set forth in Attachment 1 to this Scope of Services Exhibit.

4 TIME OF PERFORMANCE

The Services described in this Contract shall be provided during an initial period beginning on October 22, 2019 and ending on October 31, 2022. The City may extend this Contract for up to two additional one-year terms, for a maximum five-year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Scope of Services Exhibit. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.
PAYMENT EXHIBIT

1 CONTRACTOR’S COMPENSATION
The total of all fees paid to the Contractor shall not exceed the total sum of $150,000.00. The payments specified in this Payment Exhibit shall be the only payments made to Contractor unless the City approves a Contract amendment.

2 PRICING
Contractor shall be paid as set forth in the Scope of Services Exhibit or Attachment 1 to this Payment Exhibit and any applicable special provisions included in the request for bids or proposals ("Special Provisions"). If there is a conflict between the Scope of Services Exhibit or Payment Exhibit and the Special Provisions, the Scope of Services Exhibit or Payment Exhibit 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 City.

4 PURCHASE ORDERS
Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City’s fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.

5 PAYMENTS TO CONTRACTOR
Contractor is responsible for supplying all documentation necessary to verify invoices to the City’s satisfaction.

A. Payment terms are NET 30 days, unless otherwise stated in this Contract.

B. Invoices must be submitted to either of the addresses specified below.

(1) Email. Submit email invoices and any attachments to:

apiinvoices@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 (if applicable)
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. Itemized description of the Services billed under Invoice
9. Itemized description of all authorized Reimbursable Expenses
10. Itemized description of all applicable taxes (sales, use, excise, etc.)
11. Amount of Invoice
12. Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. 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.

E. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of Services. No payment precludes the City's right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6 ADDITIONAL SERVICES

Additional Services shall be provided only when a Contract amendment 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.

7 BILLING DISPUTES

The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

8 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.
9 SALES TAX REQUIREMENTS
The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.

10 EXCISE TAX REQUIREMENTS
The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.

11 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.
1 INSURANCE REQUIREMENTS

During the entire term of this Contract, Contractor shall maintain the insurance coverage described in this Insurance Exhibit.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified 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.

Contractor’s liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

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.

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

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.

4 EXCESS INSURANCE
The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and 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.

5 WORKERS’ COMPENSATION MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

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.

6 PROFESSIONAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Professional Liability Insurance providing coverage on a claims-made basis for errors, omissions, or malpractice with limits of not less than one million dollars ($1,000,000) is required. Such coverage must be continued for at least 5 years following the completion of all Services under this Contract. The retroactive date must be prior to the date this Contract is approved or any Services are performed.

7 POLLUTION LEGAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Contractor shall obtain Pollution Liability insurance. This insurance shall be written in comprehensive form either as a separate policy or as an endorsement to contractor’s general liability coverage and shall cover liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of any work to be performed under the contract, including liability for and defense of lawsuits and regulatory actions.

If endorsed, the City, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, part or equipment furnished in connection with such work or operations.

Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Coverage shall apply to sudden as well as gradual pollution conditions, including without limitation conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. The liability limits shall be not less than:

(1) Combined Single Limit for each occurrence: One million dollars ($1,000,000).

(2) If the coverage required is written on a claims made coverage form:

   a. The retroactive date must be shown, and this date must be before the award date of the contract.
b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after final payment.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract award date, the contractor must purchase extended reporting period coverage for a minimum of five (5) years after final payment.

d. A copy of the claims reporting requirements must be submitted to the City for review.

e. If the work involves lead-based paint or asbestos identification/remediation, the contractor’s Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the work involves mold identification/remediation, the contractor’s Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

8 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 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.

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 Insurance Exhibit 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. Contractor may redact the policies to remove business-confidential information but will not redact information necessary to demonstrate that the policies meet the City's minimum insurance requirements.

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 4668 ECM- #35050
New York, NY 10168-4668

C. Certificate Holder must be listed as:

City of Sacramento c/o Exigis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668

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 Insurance Exhibit.
GENERAL CONDITIONS EXHIBIT

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 required 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 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 the Conflicts of Interest section.
2  LICENSES AND PERMITS
Contractor represents and warrants that the Contractor has all licenses, permits, City Business Operations Tax Certificates, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to practice its profession or fulfill the terms of this Contract and that the Contractor must, at its sole cost and expense, maintain licenses, permits, certificates, qualifications, and approvals at all times during the term of this Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State in accordance with Section 2105 of the California Corporations Code.

3  CONTRACTOR NOT AGENT
Except as City may specify in writing, Contractor and Contractor’s personnel have no authority, express or implied, to act on the City’s behalf in any capacity whatsoever as an agent. Contractor and Contractor’s personnel have no authority, express or implied, to bind City to any obligations whatsoever.

4  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.

5  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.

6  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 will 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. Any violation by Contractor of this section is a material violation of this Contract and justifies legal and equitable relief.

7 CONTRACTOR INFORMATION

A. City will 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, photostatting, 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 one 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 performance by Contractor, 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.

8 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 to satisfactorily and timely perform its obligations 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.

9 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.

10 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.

11 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. The 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.

12 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.

13 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 by 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 or 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, in the event that 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 does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section does not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information section above. The provisions of this section survive any expiration or termination of this Contract.

14 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 or its designee.

C. This section governs over any other contrary provision of the Contract.

15 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance with Law and 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 may impose any sanctions it determines to be 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, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request that the City join such litigation to protect the City's interests.

16 ENTIRE AGREEMENT

This Contract, including all Exhibits and documents referenced herein, contains the entire Contract between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration of the terms of this Contract will be valid unless approved in writing by the Contractor and the City in accordance with applicable provisions of the Sacramento City Code.

17 MODIFICATION OF CONTRACT

The City may order changes in the Services required and the Contractor shall comply with such orders, except that if the changes increase or decrease the price or costs fixed in the Contract, the order will not be valid unless the increase or decrease in cost or change in the schedule is agreed upon in writing by the parties, consistent with the Sacramento City Code.

18 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.

19 WAIVER
Neither the City acceptance of, or payment for, any Service, 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 is effective unless it is in writing and signed by the waiving party.

20 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 litigation in such courts, and consent to service of process issued by such courts.

21 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 who will fulfill the obligations imposed on Contractor under this Contract. In recognition of this interest, Contractor shall not assign any right or obligation under this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent is void and of no effect.

22 BINDING EFFECT / ASSIGNMENT

This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of the Assignment Prohibited section.

23 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.
LABOR COMPLIANCE EXHIBIT

1  PAYMENT OF PREVAILING WAGE

Contractor and any subcontractor(s) performing any Public Works shall comply with the provisions of Sacramento City Code Section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773.

Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by City. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Works to furnish electronic payroll records directly to the Labor Commissioner.

Contractor is responsible for compliance with Sacramento City Code Section 3.60.180 and shall include these requirements in every subcontract. This Contract is subject to compliance monitoring and enforcement by the DIR. as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180.

Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

2  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 Works, unless currently registered and qualified to perform Public Works 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 Services 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.

3 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 of this Contract.

4 APPRENTICES

If this Contract is for the performance of any Public Works, and the amount of the Contract is $30,000 or more, the Contractor and any subcontractors performing any Public Works under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.190, section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Works will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5 WORKING HOURS

If this Contract is for the performance of any Public Works, Contractor and any subcontractors performing any Public Works under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 et seq., governing the working hours of employees performing Public Works.

6 SUBCONTRACTORS

The Contractor shall include these provisions in every subcontract or sub-agreement for any subcontractors performing Public Works under this Contract.

7 DOCUMENTATION AND COMPLIANCE MONITORING

The City will require each Contractor and subcontractor (at all levels/tiers) to submit all labor compliance documentation, including certified payrolls, electronically using the online application LCPTTracker. There is no cost to Contractors for use of this application.

8 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 of any obligations under this Contract.
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: Jim Brake
Jim Brake (Oct 14, 2019)

Title: Sr. Geologist/Vice President

Additional Signature (if required):

Title:

CITY OF SACRAMENTO
A Municipal Corporation

APPROVED AS TO FORM:

Signature: Michael Sparks
Michael Sparks (Oct 14, 2019)

Title: Senior Deputy City Attorney

Reviewed By:

Signature: Lauren Martinez
Lauren Martinez (Oct 14, 2019)

Title: Administrative Analyst

Approved By:

Signature: Michael A. Jasso
Michael A. Jasso (Oct 14, 2019)

Title: Assistant City Manager
## 2010 SCHEDULE OF FEES

### PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Professional Service</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineering Assistant/Laboratory Technician</td>
<td>$75/hr.</td>
</tr>
<tr>
<td>Engineering Field Technician/Special Inspector I</td>
<td>80/120(PW)*/hr.</td>
</tr>
<tr>
<td>Engineering Field Technician/Special Inspector II</td>
<td>90/130(PW)*/hr.</td>
</tr>
<tr>
<td>Engineering Field Technician/Special Inspector III/Equipment Operator</td>
<td>100/140(PW)*/hr.</td>
</tr>
<tr>
<td>Word Processor/Technical Editor/Draftsman</td>
<td>80/hr.</td>
</tr>
<tr>
<td>Research Assistant/Technical Illustrator/Senior Draftsman</td>
<td>90/hr.</td>
</tr>
<tr>
<td>Project Coordinator/GIS Specialist/Field Supervisor</td>
<td>100/hr.</td>
</tr>
<tr>
<td>Staff Engineer/Geologist/Scientist</td>
<td>115/hr.</td>
</tr>
<tr>
<td>Senior Staff Engineer/Geologist/Scientist</td>
<td>125/hr.</td>
</tr>
<tr>
<td>Project Engineer/Geologist/Scientist/Construction Supervisor</td>
<td>135/hr.</td>
</tr>
<tr>
<td>Senior Project Engineer/Geologist/Scientist</td>
<td>150/hr.</td>
</tr>
<tr>
<td>Senior Engineer/Geologist/Scientist/Certified Industrial Hygienist</td>
<td>165/hr.</td>
</tr>
<tr>
<td>Associate Engineer/Geologist/Scientist</td>
<td>195/hr.</td>
</tr>
<tr>
<td>Principal Engineer/Geologist/Scientist/Litigation Support</td>
<td>235/hr.</td>
</tr>
<tr>
<td>Deposition or Court Appearance</td>
<td>400/hr.</td>
</tr>
<tr>
<td>Overtime and Saturday Rate</td>
<td>1.5 X Regular Hour Rate</td>
</tr>
<tr>
<td>Sunday and Holiday Rate</td>
<td>2 X Regular Hour Rate</td>
</tr>
<tr>
<td>Minimum Professional Fee</td>
<td>$500/Project</td>
</tr>
<tr>
<td>Minimum Field Services Fee (per day or call-out)</td>
<td>4 Hours</td>
</tr>
</tbody>
</table>

*Prevailing Wage (PW) per requirements of California Labor Code §720, et. Seq.

### TRAVEL

<table>
<thead>
<tr>
<th>Travel Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personnel</td>
<td>$175/day</td>
</tr>
<tr>
<td>Subsistence</td>
<td>Regular Hourly Rate</td>
</tr>
<tr>
<td>Vehicle Mileage</td>
<td>0.75/mile</td>
</tr>
</tbody>
</table>

### EQUIPMENT & ANALYTICAL TESTS

<table>
<thead>
<tr>
<th>Equipment/Test</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nuclear Gauge</td>
<td>Included in Technician Hourly Rate</td>
</tr>
<tr>
<td>Pick-up Truck</td>
<td>$125/day</td>
</tr>
<tr>
<td>Equipment Truck</td>
<td>200/day</td>
</tr>
<tr>
<td>Direct-Push Rig/Operator</td>
<td>170/210(PW)*/hr.</td>
</tr>
<tr>
<td>Direct-Push Sample Liner</td>
<td>10/ea.</td>
</tr>
<tr>
<td>Equipment Trailer</td>
<td>100/ea.</td>
</tr>
<tr>
<td>Wenner 4-Pin Earth Resistivity Meter</td>
<td>150/day</td>
</tr>
<tr>
<td>Coring Machine (concrete, asphalt, masonry)</td>
<td>175/day</td>
</tr>
<tr>
<td>Dynamic Cone Penetrometer</td>
<td>200/day</td>
</tr>
<tr>
<td>DILATOMETER (DMT) Test Equipment</td>
<td>800/day</td>
</tr>
<tr>
<td>Generator or Air Compressor</td>
<td>100/ea.</td>
</tr>
<tr>
<td>GPS Unit</td>
<td>160/day</td>
</tr>
<tr>
<td>Drive-Tube Sampler or Hand-Auger</td>
<td>40/day</td>
</tr>
<tr>
<td>Soil Sample Tube (Brass or Stainless)</td>
<td>10/ea.</td>
</tr>
<tr>
<td>Water Level Indicator</td>
<td>40/day</td>
</tr>
<tr>
<td>Battery-Powered Pump</td>
<td>75/day</td>
</tr>
<tr>
<td>Photo-Ionization Meter</td>
<td>125/day</td>
</tr>
</tbody>
</table>

### LABORATORY TESTS

<table>
<thead>
<tr>
<th>Test Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>4-inch mold (D1557/D698)</td>
<td>$225/ea.</td>
</tr>
<tr>
<td>6 inch mold (D1557/D698)</td>
<td>225/ea.</td>
</tr>
<tr>
<td>California Impact (CAL216)</td>
<td>225/ea.</td>
</tr>
<tr>
<td>Check Point</td>
<td>100/ea.</td>
</tr>
</tbody>
</table>

### SOIL AND AGGREGATE STABILITY

<table>
<thead>
<tr>
<th>Test Category</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Resistance Value, R-Value (D2844/CAL301)</td>
<td>$300/ea.</td>
</tr>
<tr>
<td>R-Value, Treated (CAL301)</td>
<td>325/ea.</td>
</tr>
<tr>
<td>California Bearing Ratio (D1883)</td>
<td>175/pt.</td>
</tr>
<tr>
<td>Stabilization Ability of Lime (O977)</td>
<td>180/ea.</td>
</tr>
</tbody>
</table>
SOIL AND AGGREGATE PROPERTIES

- #200 Wash (D1140/C117) $75/ea.
- Wet Sieve Analysis to #200 (D422/Cal202) $115/ea.
- Dry Sieve Analysis, 1.5"+ Aggregate (D6913) $350/ea.
- Hydrometer Analysis (D422) $165/ea.
- Sieve Analysis with Hydrometer (D422) $207/ea.
- Specific Gravity, Soil (D854) $85/ea.
- Specific Gravity Coarse Aggregate (C127) $60/ea.
- Specific Gravity Fine Aggregate (C128) $75/ea.
- Moisture Determination, tube sample (D2216) $20/ea.
- Moisture Determination and Unit Weight (D2937) $40/ea.
- Atterberg Limits: Plasticity Index (D4318) $200/ea.
- Sand Equivalent (D2419/Cal217) $100/ea.
- pH and Resistivity (Cal R43) $120/ea.
- Sulfate Content (Cal R47) $90/ea.
- Chloride Content (Cal R422) $50/ea.
- Organic Content (D2974) $60/ea.
- Cut/Extract Shelby Tube $100/ea.

SHEAR STRENGTH

- Unconfined Compression (D2166) $100/ea.
- Direct Shear (D3080) (3pt) $300/ea.
- Unconsolidated-Undrained Triaxial Shear (D2850) $125/pt.
- Unconsolidated-Undrained Triaxial Staged (D2850) $175/ea.
- Consolidated-Undrained Triaxial Shear (D4767) $300/pt.
- Consolidated-Undrained Triaxial Staged (D4767) $375/ea.
- Consolidated-Drained Triaxial Shear (EM1110) $400/pt.
- Consolidated-Drained Triaxial Staged (EM1110) $500/ea.

CONCRETE / MASONRY / REINFORCING STEEL

- Compressive Strength, Cast Cylinders (C39) $30/ea.
- Compressive Strength, Cores (C42) $60/ea.
- Flexural Strength Beam (C78/C293) $80/ea.
- Splitting Tensile Test (C496) $80/ea.
- Trial Batch $475/ea.
- Rehar Tensile / Bend (up to #11/#11 and larger) $200/$250/ea.
- CMU Compressive Strength (C140) $75/ea.
- CMU Unit Weight, Dimensions, Absorption (C140) $75/ea.
- CMU Compressive Strength, Masonry Prism (C1314) $250/ea.

PERMEABILITY, CONSOLIDATION AND EXPANSION

- Permeability, Flexible Wall (D5084) $300/ea.
- Permeability, Rigid Wall (D856) $290/ea.
- Consolidation (D2435) $50/pt.
- Expansion Index (D4829/UBC 29-2) $225/ea.
- Swell/Collapse (D4546) $150/pt.

AGGREGATE QUALITY

- Sieve Analysis to #200 (C136) $115/ea.
- L.A. Rattler Test (500 rev.) (C131) $200/ea.
- Durability Index (U3344/Cal229) $165/ea.
- Fine Aggregate Angularity (Cal 234) $125/ea.
- Flat and Elongated Particles (D4791/Cal 235) $150/ea.
- Percent Crushed Particles (Cal 205) $150/ea.

HOT MIX ASPHALT

- Density, Hyveem (D2720/Cal308) $100/pt.
- Stabilometer Value (D1560/Cal366) $200/pt.
- Theoretical Max. Specific Gravity (D2041/Cal309) $175/ea.
- HMA Core Unit Weight (D1188/Cal308) $60/ea.
- % Asphalt, Ignition Method (D6307/Cal382) $100/ea.
- % Asphalt, Ignition Calibration (D6307/Cal382) $250/ea.
- Rice Density/% Void (Cal 367) $275/ea.

*2X surcharge on rush turnaround for laboratory testing

TERMS AND CONDITIONS

1. Listed are typical charges for the services most frequently performed by Geosys. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.

2. Testing and sampling is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.

3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem may apply when location of work dictates.

4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum four-hour charge.
Attachment 1 to Scope of Services Exhibit

CONTRACTOR shall perform on-call environmental services as designated by the CITY. The anticipated services include but are not limited to:

- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Consultation and Coordination with regulatory agencies including but not limited to Sacramento County Environmental Management, Department of Toxic and Substances Control, State Water Resources Control Board,
- Remedial Action Plans, Work Plans and Cleanup Plans
- Asbestos, lead and other hazardous building material testing
- Contaminant characterization of impacted soils and groundwater
- Excavation and fill placement
- Groundwater monitoring including system installation
- Hazardous waste management, removal and/or transportation
- Indoor air quality assessment and testing (vapor intrusion analysis)
- Monitoring and control, risk assessment and risk reduction recommendations
- Remedial systems design, operation and maintenance
- Historical, Cultural and Archaeological Resource studies
- Remedial alternatives evaluation and feasibility studies
- Risk assessments and feasibility studies
- Geophysical surveys
- Cleanup Oversight
- State and/or Federally funded grant preparation, compliance and execution
- Subsurface investigations including delineation of contaminant plumes; and
- Underground storage tank checks, management and removal.

CONTRACTOR understands and agrees that work will be assigned to CONTRACTOR on an individual task order basis, by City’s issuance of a written assignment. It is understood and agreed by CONTRACTOR that City reserves the right not to assign any tasks to CONTRACTOR. If services are performed under this Agreement, total payment for said services shall not exceed that amount stated in Exhibit B. CONTRACTOR shall not commence work prior to receipt of a notice of assignment from CITY. CONTRACTOR shall perform, comply with, and be subject to all provisions of this Agreement with regard to any work performed pursuant to such written assignment.
"PRC000619_1_0.pdf" History

Document created by Lauren Martinez (lmartinez@cityofsacramento.org)
2019-10-14 - 6:25:38 PM GMT- IP address: 208.87.80.2

Document emailed to Lauren Martinez (lmartinez@cityofsacramento.org) for approval
2019-10-14 - 6:25:44 PM GMT

Email viewed by Lauren Martinez (lmartinez@cityofsacramento.org)
2019-10-14 - 6:27:35 PM GMT- IP address: 208.87.80.2

Document approved by Lauren Martinez (lmartinez@cityofsacramento.org)
Approval Date: 2019-10-14 - 6:27:54 PM GMT - Time Source: server- IP address: 208.87.80.2

Document emailed to Jim Brake (brake@geoconinc.com) for signature
2019-10-14 - 6:27:55 PM GMT

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2019-10-14 - 7:18:51 PM GMT- IP address: 38.104.143.210

Document e-signed by Jim Brake (brake@geoconinc.com)
Signature Date: 2019-10-14 - 7:20:09 PM GMT - Time Source: server- IP address: 38.104.143.210

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2019-10-14 - 7:20:11 PM GMT

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2019-10-14 - 8:09:28 PM GMT- IP address: 208.87.80.2

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Signature Date: 2019-10-14 - 8:10:04 PM GMT - Time Source: server- IP address: 208.87.80.2

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2019-10-14 - 8:10:06 PM GMT
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2019-10-14 - 8:11:38 PM GMT - IP address: 208.87.80.2

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2019-10-14 - 8:12:01 PM GMT

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Signature Date: 2019-10-14 - 9:14:34 PM GMT - Time Source: server - IP address: 208.87.80.2

Signed document emailed to all eligible parties.  
2019-10-14 - 9:14:34 PM GMT
CONTRACT #: PRC000622
CONTRACT NAME: On-Call Environmental Site Assessment (ESA), Testing and Remediation Services
CONTRACT PROJECT #: 02001411-1001-433061
DEPARTMENT: City Manager’s Office
DIVISION: Economic Development

PROFESSIONAL SERVICES CONTRACT
For Architects, Landscape Architects, Professional Engineers, and Professional Land Surveyors

This Contract is made and entered into at Sacramento, California, between the CITY OF SACRAMENTO, a charter city and municipal corporation ("City"), and

Nichols Consulting Engineers, CHTD (NCE)
8795 Folsom Boulevard, Suite 250
Sacramento, CA 95826

(“Contractor”), as of date it is fully executed ("Effective Date").
The City and Contractor agree as follows:

1 CONTRACT DOCUMENTS
All exhibits and documents attached or referred to in this Contract are incorporated as if set forth fully herein, including the Scope of Services Exhibit, Payment Exhibit, Insurance Exhibit, General Conditions Exhibit, and Labor Compliance Exhibit.
If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor or made a part of this Contract and the terms or conditions of the other Contract Documents, the terms and conditions of the other Contract Documents control.

2 SERVICES
Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the services described in the attached Scope of Services Exhibit ("Services"). Contractor shall provide the Services at the time, place, and in the manner specified in the Scope of Services Exhibit.

Contractor will not be compensated for Services outside the Scope of Services Exhibit ("Additional Services") unless before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of the Scope of Services Exhibit; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a
Contract amendment specifying the Additional Services and the amount of compensation for the Additional Services.

City will have no obligations whatsoever under this Contract or any Contract amendment, unless and until this Contract or any Contract amendment is approved by the City as required by City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

3 PAYMENT
City shall pay Contractor at the times and in the manner set forth in the Payment Exhibit. Contractor shall submit all invoices to City in the manner specified in the Payment Exhibit.

4 FACILITIES AND EQUIPMENT
Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

5 INSURANCE
Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the Insurance Exhibit.

6 GENERAL CONDITIONS
Contractor shall comply with the terms and conditions set forth in the General Conditions Exhibit.

7 LABOR COMPLIANCE REQUIREMENTS
If this Contract includes: (a) any construction work in an amount exceeding $25,000; (b) any alteration, demolition, repair, or maintenance work in an amount exceeding $15,000; or (c) 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(s) performing any such Services shall comply with the provisions specified in the Labor Compliance Exhibit.

8 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:


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.

9 CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Contract may be subject to 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:


The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of $100,000 or more (either initial value or total value after amendment) or if the total value of all Contractor’s contracts with the City is $100,000 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.

10 LOCAL BUSINESS ENTERPRISE PROGRAM - LBE PARTICIPATION

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


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

Contractor’s violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.
11 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 Contractor to the performance of the Contract's obligations.
SCOPE OF SERVICES EXHIBIT

1 REPRESENTATIVES

The City Representative for this Contract is:

Denise Malvetti, Senior Development Project Manager
City of Sacramento
Office of Innovation and Economic Development
915 I Street
Sacramento, CA 95814
Phone: 916-808-7064
Email: dmalvetti@cityofsacramento.org

The Contractor Representative for this Contract is:

Gregory Fasiano, Principal, Project Manager
Nichols Consulting Engineers, CHTD (NCE)
8795 Folsom Boulevard, Suite 250
Sacramento, CA 95826
Phone: 916-388-5655
Email: gfasiano@ncenet.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 referred to the Contractor Representative.

2 CONFLICT OF INTEREST REQUIREMENTS

The individual(s) who will provide Services or perform Work pursuant to this Contract are not considered "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code.

3 SCOPE OF CONTRACT

Contractor shall provide Services to City as set forth in Attachment 1 to this Scope of Services Exhibit.

4 TIME OF PERFORMANCE

The Services described in this Contract shall be provided during an initial period beginning on October 22, 2019 and ending on October 31, 2022. The City may extend this Contract for up to two additional one-year terms, for a maximum five year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Scope of Services Exhibit. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.
PAYMENT EXHIBIT

1 CONTRACTOR’S COMPENSATION
The total of all fees paid to the Contractor shall not exceed the total sum of $150,000.00. The payments specified in this Payment Exhibit shall be the only payments made to Contractor unless the City approves a Contract amendment.

2 PRICING
Contractor shall be paid as set forth in the Scope of Services Exhibit or Attachment 1 to this Payment Exhibit and any applicable special provisions included in the request for bids or proposals (“Special Provisions”). If there is a conflict between the Scope of Services Exhibit or Payment Exhibit and the Special Provisions, the Scope of Services Exhibit or Payment Exhibit 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 City.

4 PURCHASE ORDERS
Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City’s fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.

5 PAYMENTS TO CONTRACTOR
Contractor is responsible for supplying all documentation necessary to verify invoices to the City’s satisfaction.

A. Payment terms are NET 30 days, unless otherwise stated in this Contract.

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 (if applicable)
(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) Itemized description of the Services billed under Invoice
(9) Itemized description of all authorized Reimbursable Expenses
(10) Itemized description of all applicable taxes (sales, use, excise, etc.)
(11) Amount of Invoice
(12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. 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.

E. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of Services. No payment precludes the City’s right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6 ADDITIONAL SERVICES

Additional Services shall be provided only when a Contract amendment 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.

7 BILLING DISPUTES

The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

8 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.
9 SALES TAX REQUIREMENTS
The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.

10 EXCISE TAX REQUIREMENTS
The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.

11 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.
INSURANCE REQUIREMENTS EXHIBIT

1  INSURANCE REQUIREMENTS

During the entire term of this Contract, Contractor shall maintain the insurance coverage described in this Insurance Exhibit.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified 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.

Contractor's liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

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.

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

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.

4  EXCESS INSURANCE
The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and 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.

5 WORKERS' COMPENSATION MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

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.

6 PROFESSIONAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Professional Liability Insurance providing coverage on a claims-made basis for errors, omissions, or malpractice with limits of not less than one million dollars ($1,000,000) is required. Such coverage must be continued for at least 5 years following the completion of all Services under this Contract. The retroactive date must be prior to the date this Contract is approved or any Services are performed.

7 POLLUTION LEGAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Contractor shall obtain Pollution Liability insurance. This insurance shall be written in comprehensive form either as a separate policy or as an endorsement to contractor's general liability coverage and shall cover liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of any work to be performed under the contract, including liability for and defense of lawsuits and regulatory actions.

If endorsed, the City, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, part or equipment furnished in connection with such work or operations.

Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Coverage shall apply to sudden as well as gradual pollution conditions, including without limitation conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. The liability limits shall be not less than:

(1) Combined Single Limit for each occurrence: One million dollars ($1,000,000).

(2) If the coverage required is written on a claims made coverage form:

   a. The retroactive date must be shown, and this date must be before the award date of the contract.
b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after final payment.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract award date, the contractor must purchase extended reporting period coverage for a minimum of five (5) years after final payment.

d. A copy of the claims reporting requirements must be submitted to the City for review.

e. If the work involves lead-based paint or asbestos identification/remediation, the contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the work involves mold identification/remediation, the contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

8 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 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.

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 Insurance Exhibit 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. Contractor may redact the policies to remove business-confidential information but will not redact information necessary to demonstrate that the policies meet the City's minimum insurance requirements.

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 4668 ECM- #35050
New York, NY 10168-4668

C. Certificate Holder must be listed as:

City of Sacramento c/o Exigis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668

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 Insurance Exhibit.
GENERAL CONDITIONS EXHIBIT

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 thereof 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 required 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 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 the Conflicts of Interest section.
2  LICENSES AND PERMITS
Contractor represents and warrants that the Contractor has all licenses, permits, City Business Operations Tax Certificates, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to practice its profession or fulfill the terms of this Contract and that the Contractor must, at its sole cost and expense, maintain licenses, permits, certificates, qualifications, and approvals at all times during the term of this Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State in accordance with Section 2105 of the California Corporations Code.

3  CONTRACTOR NOT AGENT
Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on the City's behalf in any capacity whatsoever as an agent. Contractor and Contractor's personnel have no authority, express or implied, to bind City to any obligations whatsoever.

4  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.

5  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.

6  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 will 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. Any violation by Contractor of this section is a material violation of this Contract and justifies legal and equitable relief.

7 CONTRACTOR INFORMATION

A. City will 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, photostatting, 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 one 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 performance by Contractor, 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.

8 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 to satisfactorily and timely perform its obligations 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.

9 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.

10 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.

11 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. The 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.

12 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.

13 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 by 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, in the event that 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 does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section does not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information section above. The provisions of this section survive any expiration or termination of this Contract.

14 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 or its designee.

C. This section governs over any other contrary provision of the Contract.

15 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance with Law and 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 may impose any sanctions it determines to be 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, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request that the City join such litigation to protect the City’s interests.

16 ENTIRE AGREEMENT

This Contract, including all Exhibits and documents referenced herein, contains the entire Contract between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration of the terms of this Contract will be valid unless approved in writing by the Contractor and the City in accordance with applicable provisions of the Sacramento City Code.

17 MODIFICATION OF CONTRACT

The City may order changes in the Services required and the Contractor shall comply with such orders, except that if the changes increase or decrease the price or costs fixed in the Contract, the order will not be valid unless the increase or decrease in cost or change in the schedule is agreed upon in writing by the parties, consistent with the Sacramento City Code.

18 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.

19 WAIVER
Neither the City acceptance of, or payment for, any Service, 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 is effective unless it is in writing and signed by the waiving party.

20  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 litigation in such courts, and consent to service of process issued by such courts.

21  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 who will fulfill the obligations imposed on Contractor under this Contract. In recognition of this interest, Contractor shall not assign any right or obligation under this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent is void and of no effect.

22  BINDING EFFECT / ASSIGNMENT

This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of the Assignment Prohibited section.

23  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.
LABOR COMPLIANCE EXHIBIT

1  PAYMENT OF PREVAILING WAGE

Contractor and any subcontractor(s) performing any Public Works shall comply with the provisions of Sacramento City Code Section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773.

Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by City. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Works to furnish electronic payroll records directly to the Labor Commissioner.

Contractor is responsible for compliance with Sacramento City Code Section 3.60.180 and shall include these requirements in every subcontract. This Contract is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180.

Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

2  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 Works, unless currently registered and qualified to perform Public Works 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 Services 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.

3 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 of this Contract.

4 APPRENTICES

If this Contract is for the performance of any Public Works, and the amount of the Contract is $30,000 or more, the Contractor and any subcontractors performing any Public Works under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.190, section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Works will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5 WORKING HOURS

If this Contract is for the performance of any Public Works, Contractor and any subcontractors performing any Public Works under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 et seq., governing the working hours of employees performing Public Works.

6 SUBCONTRACTORS

The Contractor shall include these provisions in every subcontract or sub-agreement for any subcontractors performing Public Works under this Contract.

7 DOCUMENTATION AND COMPLIANCE MONITORING

The City will require each Contractor and subcontractor (at all levels/tiers) to submit all labor compliance documentation, including certified payrolls, electronically using the online application LCPTTracker. There is no cost to Contractors for use of this application.

8 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 of any obligations under this Contract.
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: Greg Fasiano
Greg Fasiano (Oct 14, 2019)

Title: Principal & Corporate Secretary

Additional Signature (if required):

Title:

CITY OF SACRAMENTO
A Municipal Corporation

APPROVED AS TO FORM:

Signature: Michael Sparks
Michael Sparks (Oct 14, 2019)

Title: Senior Deputy City Attorney

Reviewed By:

Signature: Lauren Martinez
Lauren Martinez (Oct 14, 2019)

Title: Administrative Analyst

Approved By:

Signature: Michael A Jasso
Michael A Jasso (Oct 14, 2019)

Title: Assistant City Manager
## SCHEDULE OF CHARGES 2019

### PROFESSIONAL SERVICES

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$260/hour</td>
</tr>
<tr>
<td>Associate</td>
<td>$210/hour</td>
</tr>
<tr>
<td>Senior</td>
<td>$180/hour</td>
</tr>
<tr>
<td>Project</td>
<td>$155/hour</td>
</tr>
<tr>
<td>Staff</td>
<td>$135/hour</td>
</tr>
</tbody>
</table>

### TECHNICAL SERVICES

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Construction Manager*</td>
<td>$135/($160-PW)/hour</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$145/hour</td>
</tr>
<tr>
<td>CADD Designer</td>
<td>$125/hour</td>
</tr>
<tr>
<td>Senior Technician*</td>
<td>$120/($145-PW)/hour</td>
</tr>
<tr>
<td>Construction Inspector*</td>
<td>$120/($145-PW)/hour</td>
</tr>
<tr>
<td>CAD Technician</td>
<td>$110/hour</td>
</tr>
<tr>
<td>Senior Field Scientist</td>
<td>$115/hour</td>
</tr>
<tr>
<td>Field Scientist</td>
<td>$95/hour</td>
</tr>
<tr>
<td>Project Administrator</td>
<td>$100/hour</td>
</tr>
<tr>
<td>Field/Engineering Technician*</td>
<td>$95/($120-PW)/hour</td>
</tr>
<tr>
<td>Technical Editor</td>
<td>$90/hour</td>
</tr>
<tr>
<td>Clerical</td>
<td>$80/hour</td>
</tr>
</tbody>
</table>

### CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

### LITIGATION SUPPORT

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Engineer/Scientist</td>
<td>$300/hour</td>
</tr>
<tr>
<td>Court Appearances &amp; Depositions</td>
<td>$500/hour</td>
</tr>
</tbody>
</table>

### EQUIPMENT

- Plotter Usage: (separate fee schedule)
- Truck: $100/day
- Automobile: IRS Standard Mileage Rate + 15%
- Falling Weight Deflectometer Testing: $3,500/Day
- Coring: $4,500/Day
- Environmental Equipment: (separate fee schedule)

### OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. : cost + 15%

### COMMUNICATION/REPRODUCTION

In-house costs for long-distance telephone, faxing, postage, printing and copying: project labor charges x 5%

### TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

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*A surcharge of $25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.
Attachment 1 to Scope of Services Exhibit

CONTRACTOR shall perform on-call environmental services as designated by the CITY. The anticipated services include but are not limited to:

- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Consultation and Coordination with regulatory agencies including but not limited to Sacramento County Environmental Management, Department of Toxic and Substances Control, State Water Resources Control Board,
- Remedial Action Plans, Work Plans and Cleanup Plans
- Asbestos, lead and other hazardous building material testing
- Contaminant characterization of impacted soils and groundwater
- Excavation and fill placement
- Groundwater monitoring including system installation
- Hazardous waste management, removal and/or transportation
- Indoor air quality assessment and testing (vapor intrusion analysis)
- Monitoring and control, risk assessment and risk reduction recommendations
- Remedial systems design, operation and maintenance
- Historical, Cultural and Archaeological Resource studies
- Remedial alternatives evaluation and feasibility studies
- Risk assessments and feasibility studies
- Geophysical surveys
- Cleanup Oversight
- State and/or Federally funded grant preparation, compliance and execution
- Subsurface investigations including delineation of contaminant plumes; and
- Underground storage tank checks, management and removal.

CONTRACTOR understands and agrees that work will be assigned to CONTRACTOR on an individual task order basis, by City's issuance of a written assignment. It is understood and agreed by CONTRACTOR that City reserves the right not to assign any tasks to CONTRACTOR. If services are performed under this Agreement, total payment for said services shall not exceed that amount stated in Exhibit B. CONTRACTOR shall not commence work prior to receipt of a notice of assignment from CITY. CONTRACTOR shall perform, comply with, and be subject to all provisions of this Agreement with regard to any work performed pursuant to such written assignment.
"PRC000622_1_0.pdf" History

📅 Document created by Lauren Martinez (lmartinez@cityofsacramento.org)
   2019-10-14 - 6:27:18 PM GMT - IP address: 208.87.80.2

✉️ Document emailed to Lauren Martinez (lmartinez@cityofsacramento.org) for approval
   2019-10-14 - 6:27:23 PM GMT

💌 Email viewed by Lauren Martinez (lmartinez@cityofsacramento.org)
   2019-10-14 - 6:28:11 PM GMT - IP address: 208.87.80.2

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   Approval Date: 2019-10-14 - 6:28:23 PM GMT - Time Source: server - IP address: 208.87.80.2

✉️ Document emailed to Greg Fasiano (gfasiano@ncenet.com) for signature
   2019-10-14 - 6:28:25 PM GMT

✉️ Email viewed by Greg Fasiano (gfasiano@ncenet.com)
   2019-10-14 - 6:35:43 PM GMT - IP address: 12.86.128.138

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✉️ Document emailed to Michael Sparks (msparks@cityofsacramento.org) for signature
   2019-10-14 - 6:36:50 PM GMT

✉️ Email viewed by Michael Sparks (msparks@cityofsacramento.org)
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✉️ Document emailed to Lauren Martinez (lmartinez@cityofsacramento.org) for signature
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Document e-signed by Lauren Martinez (lmartinez@cityofsacramento.org)  
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Document emailed to Michael A Jasso (MJasso@cityofsacramento.org) for signature  
2019-10-14 - 8:13:38 PM GMT

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Signed document emailed to all eligible parties.  
2019-10-14 - 9:15:25 PM GMT
CONTRACT #: PRC000623
CONTRACT NAME: On-Call Environmental Site Assessment (ESA), Testing and Remediation Services
CONTRACT PROJECT #: 02001411-1001-433061
DEPARTMENT: City Manager's Office
DIVISION: Economic Development

PROFESSIONAL SERVICES CONTRACT
For Architects, Landscape Architects, Professional Engineers, and Professional Land Surveyors

This Contract is made and entered into at Sacramento, California, between the CITY OF SACRAMENTO, a charter city and municipal corporation ("City"), and

Ninyo & Moore Geotechnical & Environmental Sciences Consultants
1401 Halyard Drive, Suite 110
West Sacramento, CA 95691

("Contractor"), as of date it is fully executed ("Effective Date"). The City and Contractor agree as follows:

1 CONTRACT DOCUMENTS
All exhibits and documents attached or referred to in this Contract are incorporated as if set forth fully herein, including the Scope of Services Exhibit, Payment Exhibit, Insurance Exhibit, General Conditions Exhibit, and Labor Compliance Exhibit. If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor or made a part of this Contract and the terms or conditions of the other Contract Documents, the terms and conditions of the other Contract Documents control.

2 SERVICES
Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the services described in the attached Scope of Services Exhibit ("Services"). Contractor shall provide the Services at the time, place, and in the manner specified in the Scope of Services Exhibit.

Contractor will not be compensated for Services outside the Scope of Services Exhibit ("Additional Services") unless before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of the Scope of Services Exhibit; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a
Contract amendment specifying the Additional Services and the amount of compensation for the Additional Services.

City will have no obligations whatsoever under this Contract or any Contract amendment, unless and until this Contract or any Contract amendment is approved by the City as required by City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

3 PAYMENT
City shall pay Contractor at the times and in the manner set forth in the Payment Exhibit. Contractor shall submit all invoices to City in the manner specified in the Payment Exhibit.

4 FACILITIES AND EQUIPMENT
Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

5 INSURANCE
Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the Insurance Exhibit.

6 GENERAL CONDITIONS
Contractor shall comply with the terms and conditions set forth in the General Conditions Exhibit.

7 LABOR COMPLIANCE REQUIREMENTS
If this Contract includes: (a) any construction work in an amount exceeding $25,000; (b) any alteration, demolition, repair, or maintenance work in an amount exceeding $15,000; or (c) 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(s) performing any such Services shall comply with the provisions specified in the Labor Compliance Exhibit.

8 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:


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.

9 CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Contract may be subject to 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:


The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of $100,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is $100,000 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.

10 LOCAL BUSINESS ENTERPRISE PROGRAM - LBE PARTICIPATION

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


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

Contractor's violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.
11  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 Contractor to the performance of the Contract's obligations.
SCOPE OF SERVICES EXHIBIT

1 REPRESENTATIVES
The City Representative for this Contract is:

Denise Malvetti, Senior Development Project Manager
City of Sacramento
Office of Innovation and Economic Development
915 I Street
Sacramento, CA 95814
Phone: 916-808-7064
Email: dmalvetti@cityofsacramento.org

The Contractor Representative for this Contract is:

Duane W. Blamer, Principal Geologist / Manager, Environmental Services
Ninyo & Moore Geotechnical & Environmental Sciences Consultants
1401 Halyard Drive, Suite 110
West Sacramento, CA 95691
Phone: 916-373-9858
Email: dblamer@ninyoandmoore.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 referred to the Contractor Representative.

2 CONFLICT OF INTEREST REQUIREMENTS
The individual(s) who will provide Services or perform Work pursuant to this Contract are not considered "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code.

3 SCOPE OF CONTRACT
Contractor shall provide Services to City as set forth in Attachment 1 to this Scope of Services Exhibit.

4 TIME OF PERFORMANCE
The Services described in this Contract shall be provided during an initial period beginning on October 22, 2019 and ending on October 31, 2022. The City may extend this Contract for up to two additional one-year terms, for a maximum five year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Scope of Services Exhibit. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.
PAYMENT EXHIBIT

1 CONTRACTOR'S COMPENSATION

The total of all fees paid to the Contractor shall not exceed the total sum of $150,000.00. The payments specified in this Payment Exhibit shall be the only payments made to Contractor unless the City approves a Contract amendment.

2 PRICING

Contractor shall be paid as set forth in the Scope of Services Exhibit or Attachment 1 to this Payment Exhibit and any applicable special provisions included in the request for bids or proposals (“Special Provisions”). If there is a conflict between the Scope of Services Exhibit or Payment Exhibit and the Special Provisions, the Scope of Services Exhibit or Payment Exhibit 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 City.

4 PURCHASE ORDERS

Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City's fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.

5 PAYMENTS TO CONTRACTOR

Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.

A. Payment terms are NET 30 days, unless otherwise stated in this Contract.

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 (if applicable)
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. Itemized description of the Services billed under Invoice
9. Itemized description of all authorized Reimbursable Expenses
10. Itemized description of all applicable taxes (sales, use, excise, etc.)
11. Amount of Invoice
12. Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. 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.

E. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of Services. No payment precludes the City’s right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6 ADDITIONAL SERVICES

Additional Services shall be provided only when a Contract amendment 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.

7 BILLING DISPUTES

The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

8 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.
9

SALES TAX REQUIREMENTS

The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.

10

EXCISE TAX REQUIREMENTS

The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.

11

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.
INSURANCE REQUIREMENTS EXHIBIT

1 INSURANCE REQUIREMENTS

During the entire term of this Contract, Contractor shall maintain the insurance coverage described in this Insurance Exhibit.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified 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.

Contractor’s liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

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.

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

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.

4 EXCESS INSURANCE
The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and 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.

5 WORKERS’ COMPENSATION MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

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.

6 PROFESSIONAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Professional Liability Insurance providing coverage on a claims-made basis for errors, omissions, or malpractice with limits of not less than one million dollars ($1,000,000) is required. Such coverage must be continued for at least 5 years following the completion of all Services under this Contract. The retroactive date must be prior to the date this Contract is approved or any Services are performed.

7 POLLUTION LEGAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Contractor shall obtain Pollution Liability insurance. This insurance shall be written in comprehensive form either as a separate policy or as an endorsement to contractor’s general liability coverage and shall cover liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of any work to be performed under the contract, including liability for and defense of lawsuits and regulatory actions.

If endorsed, the City, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, part or equipment furnished in connection with such work or operations.

Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Coverage shall apply to sudden as well as gradual pollution conditions, including without limitation conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. The liability limits shall be not less than:

(1) Combined Single Limit for each occurrence: One million dollars ($1,000,000).

(2) If the coverage required is written on a claims-made coverage form:

   a. The retroactive date must be shown, and this date must be before the award date of the contract.
b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after final payment.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract award date, the contractor must purchase extended reporting period coverage for a minimum of five (5) years after final payment.

d. A copy of the claims reporting requirements must be submitted to the City for review.

e. If the work involves lead-based paint or asbestos identification/remediation, the contractor’s Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the work involves mold identification/remediation, the contractor’s Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

8 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 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.

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 Insurance Exhibit 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. Contractor may redact the policies to remove business-confidential information but will not redact information necessary to demonstrate that the policies meet the City’s minimum insurance requirements.

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 4668 ECM- #35050
New York, NY 10168-4668

C. Certificate Holder must be listed as:

City of Sacramento c/o Exigis LLC
PO Box 4668 ECM- #35050
New York, NY 10168-4668

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 Insurance Exhibit.
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 required 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 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 the Conflicts of Interest section.
2 LICENSES AND PERMITS
Contractor represents and warrants that the Contractor has all licenses, permits, City Business Operations Tax Certificates, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to practice its profession or fulfill the terms of this Contract and that the Contractor must, at its sole cost and expense, maintain licenses, permits, certificates, qualifications, and approvals at all times during the term of this Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State in accordance with Section 2105 of the California Corporations Code.

3 CONTRACTOR NOT AGENT
Except as City may specify in writing, Contractor and Contractor's personnel have no authority, express or implied, to act on the City's behalf in any capacity whatsoever as an agent. Contractor and Contractor's personnel have no authority, express or implied, to bind City to any obligations whatsoever.

4 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.

5 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.

6 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 will 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. Any violation by Contractor of this section is a material violation of this Contract and justifies legal and equitable relief.

7 CONTRACTOR INFORMATION

A. City will 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, photostatting, 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 one 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 performance by Contractor, 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.

8 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 to satisfactorily and timely perform its obligations 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.

9 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.

10 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.

11 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. The 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.

12 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.

13 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 by 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, in the event that 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 does not affect or limit any of City's rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section does not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information section above. The provisions of this section survive any expiration or termination of this Contract.

14 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 or its designee.

C. This section governs over any other contrary provision of the Contract.

15 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance with Law and 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 may impose any sanctions it determines to be 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, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request that the City join such litigation to protect the City's interests.

16 ENTIRE AGREEMENT

This Contract, including all Exhibits and documents referenced herein, contains the entire Contract between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration of the terms of this Contract will be valid unless approved in writing by the Contractor and the City in accordance with applicable provisions of the Sacramento City Code.

17 MODIFICATION OF CONTRACT

The City may order changes in the Services required and the Contractor shall comply with such orders, except that if the changes increase or decrease the price or costs fixed in the Contract, the order will not be valid unless the increase or decrease in cost or change in the schedule is agreed upon in writing by the parties, consistent with the Sacramento City Code.

18 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.

19 WAIVER
Neither the City acceptance of, or payment for, any Service, 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 is effective unless it is in writing and signed by the waiving party.

20    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 litigation in such courts, and consent to service of process issued by such courts.

21    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 who will fulfill the obligations imposed on Contractor under this Contract. In recognition of this interest, Contractor shall not assign any right or obligation under this Contract without the written consent of the City. Any attempted or purported assignment without City’s written consent is void and of no effect.

22    BINDING EFFECT / ASSIGNMENT

This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of the Assignment Prohibited section.

23    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.
LABOR COMPLIANCE EXHIBIT

1  PAYMENT OF PREVAILING WAGE

Contractor and any subcontractor(s) performing any Public Works shall comply with the provisions of Sacramento City Code Section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773.

Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by City. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Works to furnish electronic payroll records directly to the Labor Commissioner.

Contractor is responsible for compliance with Sacramento City Code Section 3.60.180 and shall include these requirements in every subcontract. This Contract is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180.

Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

2  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 Works, unless currently registered and qualified to perform Public Works 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 Services 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.

3 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 of this Contract.

4 APPRENTICES
If this Contract is for the performance of any Public Works, and the amount of the Contract is $30,000 or more, the Contractor and any subcontractors performing any Public Works under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.190, section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Works will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5 WORKING HOURS
If this Contract is for the performance of any Public Works, Contractor and any subcontractors performing any Public Works under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 et seq., governing the working hours of employees performing Public Works.

6 SUBCONTRACTORS
The Contractor shall include these provisions in every subcontract or sub-agreement for any subcontractors performing Public Works under this Contract.

7 DOCUMENTATION AND COMPLIANCE MONITORING
The City will require each Contractor and subcontractor (at all levels/tiers) to submit all labor compliance documentation, including certified payrolls, electronically using the online application LCPTracker. There is no cost to Contractors for use of this application.

8 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 of any obligations under this Contract.
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: Duane Blamer
Title: Principal

Additional Signature (if required):

Signature: 
Title: 

CITY OF SACRAMENTO
A Municipal Corporation

APPROVED AS TO FORM:

Signature: Michael Sparks
Title: Senior Deputy City Attorney

Reviewed By:

Signature: 
Title: Administrative Analyst

Approved By:

Signature: 
Title: Assistant City Manager
The laboratory rates of our provided subcontractors are current rates negotiated with the laboratories at an earlier date. The rates presented remain in effect and Ninyo & Moore guarantees these rates until the end of December 2020. Laboratory rates may increase after December 2020, as such increases are beyond the control of Ninyo & Moore, and laboratories are not agreeable to locking in current rates beyond 2020. Ninyo & Moore will negotiate with the proposed laboratories prior to rate expiration with the intent of keeping rate increases, if any, minimal.

<table>
<thead>
<tr>
<th>Schedule of Fees</th>
<th>Hourly Charges for Personnel</th>
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<tbody>
<tr>
<td><strong>Professional Staff</strong></td>
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<tr>
<td>Principal Engineer/Geologist/Environmental Scientist/Certified Industrial Hygienist</td>
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<tr>
<td>Senior Engineer/Geologist/Environmental Scientist</td>
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<tr>
<td>Senior Project Engineer/Geologist/Environmental Scientist</td>
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<td>Senior Staff Engineer/Geologist/Environmental Scientist</td>
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<td>GIS Analyst</td>
<td>$116</td>
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<tr>
<td>Technical Illustrator/CAD Operator</td>
<td>$92</td>
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<tr>
<td><strong>Field Staff</strong></td>
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<td>Certified Asbestos/Lead Technician</td>
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<td>Field Operations Manager</td>
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<tr>
<td>Nondestructive Examination Technician (UT, MT, LP)</td>
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<tr>
<td>Supervisory Technician</td>
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<tr>
<td>Special Inspector (Concrete, Masonry, Structural Steel, Welding, and Fireproofing)</td>
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<td>Technician</td>
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<td><strong>Administrative Staff</strong></td>
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<td>Data Processor</td>
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<td><strong>Other Charges</strong></td>
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<td>GPR Equipment</td>
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<td>Hand Auger Equipment</td>
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<td>Field Vehicle</td>
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<tr>
<td>Direct Expenses</td>
<td>Cost plus 10%</td>
</tr>
</tbody>
</table>

Special equipment charges will be provided upon request.
Attachment 1 to Scope of Services Exhibit

CONTRACTOR shall perform on-call environmental services as designated by the CITY. The anticipated services include but are not limited to:

- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Consultation and Coordination with regulatory agencies including but not limited to Sacramento County Environmental Management, Department of Toxic and Substances Control, State Water Resources Control Board,
- Remedial Action Plans, Work Plans and Cleanup Plans
- Asbestos, lead and other hazardous building material testing
- Contaminant characterization of impacted soils and groundwater
- Excavation and fill placement
- Groundwater monitoring including system installation
- Hazardous waste management, removal and/or transportation
- Indoor air quality assessment and testing (vapor intrusion analysis)
- Monitoring and control, risk assessment and risk reduction recommendations
- Remedial systems design, operation and maintenance
- Historical, Cultural and Archaeological Resource studies
- Remedial alternatives evaluation and feasibility studies
- Risk assessments and feasibility studies
- Geophysical surveys
- Cleanup Oversight
- State and/or Federally funded grant preparation, compliance and execution
- Subsurface investigations including delineation of contaminant plumes; and
- Underground storage tank checks, management and removal.

CONTRACTOR understands and agrees that work will be assigned to CONTRACTOR on an individual task order basis, by City’s issuance of a written assignment. It is understood and agreed by CONTRACTOR that City reserves the right not to assign any tasks to CONTRACTOR. If services are performed under this Agreement, total payment for said services shall not exceed that amount stated in Exhibit B. CONTRACTOR shall not commence work prior to receipt of a notice of assignment from CITY. CONTRACTOR shall perform, comply with, and be subject to all provisions of this Agreement with regard to any work performed pursuant to such written assignment.
CONTRACT #: PRC000621
CONTRACT NAME: On-Call Environmental Site Assessment (ESA), Testing and Remediation Services
CONTRACT PROJECT #: 02001411-1001-433061
DEPARTMENT: City Manager’s Office
DIVISION: Economic Development

PROFESSIONAL SERVICES CONTRACT
For Architects, Landscape Architects, Professional Engineers, and Professional Land Surveyors

This Contract is made and entered into at Sacramento, California, between the CITY OF SACRAMENTO, a charter city and municipal corporation ("City"), and

Stantec Consulting Services, Inc.
555 Capitol Mall, Suite 650
Sacramento, CA 95814

("Contractor"), as of date it is fully executed ("Effective Date").
The City and Contractor agree as follows:

1 CONTRACT DOCUMENTS
All exhibits and documents attached or referred to in this Contract are incorporated as if set forth fully herein, including the Scope of Services Exhibit, Payment Exhibit, Insurance Exhibit, General Conditions Exhibit, and Labor Compliance Exhibit. If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor or made a part of this Contract and the terms or conditions of the other Contract Documents, the terms and conditions of the other Contract Documents control.

2 SERVICES
Subject to the terms and conditions set forth in this Contract, Contractor shall provide to City the services described in the attached Scope of Services Exhibit ("Services"). Contractor shall provide the Services at the time, place, and in the manner specified in the Scope of Services Exhibit.

Contractor will not be compensated for Services outside the Scope of Services Exhibit ("Additional Services") unless before providing Additional Services: (a) Contractor notifies City and City agrees that the Additional Services are outside the scope of the Scope of Services Exhibit; (b) Contractor estimates the additional compensation required for these Additional Services; and (c) City, after notice, approves in writing a
Contract amendment specifying the Additional Services and the amount of compensation for the Additional Services.

City will have no obligations whatsoever under this Contract or any Contract amendment, unless and until this Contract or any Contract amendment is approved by the City as required by City Code. As used in this Contract, the term "Services" includes both Services and Additional Services as applicable.

3 PAYMENT
City shall pay Contractor at the times and in the manner set forth in the Payment Exhibit. Contractor shall submit all invoices to City in the manner specified in the Payment Exhibit.

4 FACILITIES AND EQUIPMENT
Except as set forth below, Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for Contractor to perform this Contract. City shall furnish to Contractor only the facilities and equipment listed below, if any.

5 INSURANCE
Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the Insurance Exhibit.

6 GENERAL CONDITIONS
Contractor shall comply with the terms and conditions set forth in the General Conditions Exhibit.

7 LABOR COMPLIANCE REQUIREMENTS
If this Contract includes: (a) any construction work in an amount exceeding $25,000; (b) any alteration, demolition, repair, or maintenance work in an amount exceeding $15,000; or (c) 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(s) performing any such Services shall comply with the provisions specified in the Labor Compliance Exhibit.

8 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:


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.

9 CONSIDERING CRIMINAL CONVICTION INFORMATION IN THE EMPLOYMENT APPLICATION PROCESS

This Contract may be subject to 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:


The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of $100,000 or more (either initial value or total value after amendment) or if the total value of all Contractor’s contracts with the City is $100,000 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.

10 LOCAL BUSINESS ENTERPRISE PROGRAM - LBE PARTICIPATION

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


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

Contractor’s violation of Sacramento City Code chapter 3.60 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.
11 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 Contractor to the performance of the Contract's obligations.
SCOPE OF SERVICES EXHIBIT

1 REPRESENTATIVES

The City Representative for this Contract is:

Denise Malvetti, Senior Development Project Manager
City of Sacramento
Office of Innovation and Economic Development
915 I Street
Sacramento, CA 95814
Phone: 916-808-7064
Email: dmalvetti@cityofsacramento.org

The Contractor Representative for this Contract is:

Elias Rashmawi, Vice President
Stantec Consulting Services, Inc.
555 Capitol Mall, Suite 650
Sacramento, CA 95814
Phone: 916-669-5972
Email: elias.rashmawi@stantec.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 referred to the Contractor Representative.

2 CONFLICT OF INTEREST REQUIREMENTS

The individual(s) who will provide Services or perform Work pursuant to this Contract are not considered "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code.

3 SCOPE OF CONTRACT

Contractor shall provide Services to City as set forth in Attachment 1 to this Scope of Services Exhibit.

4 TIME OF PERFORMANCE

The Services described in this Contract shall be provided during an initial period beginning on October 22, 2019 and ending on October 31, 2022. The City may extend this Contract for up to two additional one-year terms, for a maximum five year term. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Scope of Services Exhibit. Contractor shall immediately notify the City if Contractor is unable to perform Services in compliance with this Contract.
PAYMENT EXHIBIT

1 CONTRACTOR’S COMPENSATION
The total of all fees paid to the Contractor shall not exceed the total sum of $150,000.00. The payments specified in this Payment Exhibit shall be the only payments made to Contractor unless the City approves a Contract amendment.

2 PRICING
Contractor shall be paid as set forth in the Scope of Services Exhibit or Attachment 1 to this Payment Exhibit and any applicable special provisions included in the request for bids or proposals ("Special Provisions"). If there is a conflict between the Scope of Services Exhibit or Payment Exhibit and the Special Provisions, the Scope of Services Exhibit or Payment Exhibit 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 City.

4 PURCHASE ORDERS
Unless otherwise stated, a purchase order will be issued to the Contractor on behalf of the City. Purchase orders will cite the quantity of Goods or Services requested, the purchase amount, and time of performance. If the time of performance of this Contract extends beyond the close of the City’s fiscal year, another purchase order may be issued. No purchase order supersedes any provision of this Contract. Contractor shall not deliver Goods or provide Services until Contractor receives a purchase order or other written notification by the City.

5 PAYMENTS TO CONTRACTOR
Contractor is responsible for supplying all documentation necessary to verify invoices to the City’s satisfaction.

A. Payment terms are NET 30 days, unless otherwise stated in this Contract.

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 (if applicable)
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. Itemized description of the Services billed under Invoice
9. Itemized description of all authorized Reimbursable Expenses
10. Itemized description of all applicable taxes (sales, use, excise, etc.)
11. Amount of Invoice
12. Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. 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.

E. Unless otherwise specified in this Contract, partial payments will not be made by the City and payment will not be due until the completion of Services. No payment precludes the City’s right to inspect. Requests for payment status should be addressed to the City Representative for this Contract.

6 ADDITIONAL SERVICES

Additional Services shall be provided only when a Contract amendment 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.

7 BILLING DISPUTES

The burden of proof shall be on the Contractor to establish the accuracy of its invoices. Upon presentation and verification of the information provided by Contractor, the City will review all records and make a final determination and present its finding to Contractor.

8 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.
9  SALES TAX REQUIREMENTS
The City is not exempt from paying sales tax. Sales tax must be shown on the invoice as a separate line item.

10  EXCISE TAX REQUIREMENTS
The City of Sacramento is exempt from the payment of Federal Excise Tax. An exemption certificate will be submitted to Contractor upon request. If Federal Excise Tax is applicable to the transaction, it must be so stated and excluded from the price.

11  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.
INSURANCE REQUIREMENTS EXHIBIT

1 INSURANCE REQUIREMENTS

During the entire term of this Contract, Contractor shall maintain the insurance coverage described in this Insurance Exhibit.

Full compensation for all premiums that Contractor is required to pay for the insurance coverage described herein shall be included in the compensation specified 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.

Contractor’s liability to the City is not in any way limited to or affected by the amount of insurance coverage required or carried by the Contractor in connection with this Contract.

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.

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

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.

4 EXCESS INSURANCE
The minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and 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.

5 WORKERS’ COMPENSATION MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

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.

6 PROFESSIONAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Professional Liability Insurance providing coverage on a claims-made basis for errors, omissions, or malpractice with limits of not less than one million dollars ($1,000,000) is required. Such coverage must be continued for at least 5 years following the completion of all Services under this Contract. The retroactive date must be prior to the date this Contract is approved or any Services are performed.

7 POLLUTION LEGAL LIABILITY MINIMUM SCOPE AND LIMITS OF INSURANCE COVERAGE

Contractor shall obtain Pollution Liability insurance. This insurance shall be written in comprehensive form either as a separate policy or as an endorsement to contractor’s general liability coverage and shall cover liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of any work to be performed under the contract, including liability for and defense of lawsuits and regulatory actions.

If endorsed, the City, its officers, officials, employees and volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the contractor including materials, part or equipment furnished in connection with such work or operations.

Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Coverage shall apply to sudden as well as gradual pollution conditions, including without limitation conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. The liability limits shall be not less than:

(1) Combined Single Limit for each occurrence: One million dollars ($1,000,000).

(2) If the coverage required is written on a claims made coverage form:

   a. The retroactive date must be shown, and this date must be before the award date of the contract.
b. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after final payment.

c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract award date, the contractor must purchase extended reporting period coverage for a minimum of five (5) years after final payment.

d. A copy of the claims reporting requirements must be submitted to the City for review.

e. If the work involves lead-based paint or asbestos identification/remediation, the contractor’s Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the work involves mold identification/remediation, the contractor’s Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

8 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 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, terms, or conditions.

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 Insurance Exhibit 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. Contractor may redact the policies to remove business-confidential information but will not redact information necessary to demonstrate that the policies meet the City’s minimum insurance requirements.

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 4668 ECM#35050  
New York, NY 10168-4668

C. Certificate Holder must be listed as:

City of Sacramento c/o Exigis LLC  
PO Box 4668 ECM#35050  
New York, NY 10168-4668

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 Insurance Exhibit.
GENERAL CONDITIONS EXHIBIT

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 required 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 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 the Conflicts of Interest section.
2 LICENSES AND PERMITS
Contractor represents and warrants that the Contractor has all licenses, permits, City Business Operations Tax Certificates, qualifications, and approvals of whatsoever nature that are legally required for the Contractor to practice its profession or fulfill the terms of this Contract and that the Contractor must, at its sole cost and expense, maintain licenses, permits, certificates, qualifications, and approvals at all times during the term of this Contract. Without limiting the generality of the foregoing, if the Contractor is an out-of-state corporation, the Contractor represents and warrants that it possesses a valid certificate to transact business in the State of California issued by the California Secretary of State in accordance with Section 2105 of the California Corporations Code.

3 CONTRACTOR NOT AGENT
Except as City may specify in writing, Contractor and Contractor’s personnel have no authority, express or implied, to act on the City’s behalf in any capacity whatsoever as an agent. Contractor and Contractor’s personnel have no authority, express or implied, to bind City to any obligations whatsoever.

4 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.

5 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.

6 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 will 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. Any violation by Contractor of this section is a material violation of this Contract and justifies legal and equitable relief.

7 CONTRACTOR INFORMATION

A. City will 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, photostatting, 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 one 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 performance by Contractor, 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.

8 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 to satisfactorily and timely perform its obligations 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.

9 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.

10 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.

11 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. The 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.

12 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.

13 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 by 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 or 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, in the event that 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 does not affect or limit any of City’s rights under this section, nor do the limits of any insurance limit the liability of Contractor hereunder. This section does not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information section above. The provisions of this section survive any expiration or termination of this Contract.

14 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 or its designee.

C. This section governs over any other contrary provision of the Contract.

15 EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, Contractor, for itself, its assignees and successors in interest, agrees as follows:

A. Compliance with Law and 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 may impose any sanctions it determines to be 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, if Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, Contractor may request that the City join such litigation to protect the City's interests.

16 ENTIRE AGREEMENT

This Contract, including all Exhibits and documents referenced herein, contains the entire Contract between the parties and supersedes whatever oral or written understanding they may have had before the execution of this Contract. No alteration of the terms of this Contract will be valid unless approved in writing by the Contractor and the City in accordance with applicable provisions of the Sacramento City Code.

17 MODIFICATION OF CONTRACT

The City may order changes in the Services required and the Contractor shall comply with such orders, except that if the changes increase or decrease the price or costs fixed in the Contract, the order will not be valid unless the increase or decrease in cost or change in the schedule is agreed upon in writing by the parties, consistent with the Sacramento City Code.

18 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.

19 WAIVER
Neither the City acceptance of, or payment for, any Service, 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 is effective unless it is in writing and signed by the waiving party.

20  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 litigation in such courts, and consent to service of process issued by such courts.

21  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 who will fulfill the obligations imposed on Contractor under this Contract. In recognition of this interest, Contractor shall not assign any right or obligation under this Contract without the written consent of the City. Any attempted or purported assignment without City's written consent is void and of no effect.

22  BINDING EFFECT / ASSIGNMENT

This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of the Assignment Prohibited section.

23  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.
LABOR COMPLIANCE EXHIBIT

1  PAYMENT OF PREVAILING WAGE

Contractor and any subcontractor(s) performing any Public Works shall comply with the provisions of Sacramento City Code Section 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code Section 1773.

Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by City. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public Works to furnish electronic payroll records directly to the Labor Commissioner.

Contractor is responsible for compliance with Sacramento City Code Section 3.60.180 and shall include these requirements in every subcontract. This Contract is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code Section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.180.

Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

2  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 Works, unless currently registered and qualified to perform Public Works 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 Services 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.

3 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 of this Contract.

4 APPRENTICES

If this Contract is for the performance of any Public Works, and the amount of the Contract is $30,000 or more, the Contractor and any subcontractors performing any Public Works under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.190, section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Works will be subject to penalties for apprenticeship violations in accordance with Labor Code section 1777.7.

5 WORKING HOURS

If this Contract is for the performance of any Public Works, Contractor and any subcontractors performing any Public Works under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code section 3.60.180 and California Labor Code section 1810 et seq., governing the working hours of employees performing Public Works.

6 SUBCONTRACTORS

The Contractor shall include these provisions in every subcontract or sub-agreement for any subcontractors performing Public Works under this Contract.

7 DOCUMENTATION AND COMPLIANCE MONITORING

The City will require each Contractor and subcontractor (at all levels/tiers) to submit all labor compliance documentation, including certified payrolls, electronically using the online application LCPTTracker. There is no cost to Contractors for use of this application.

8 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 of any obligations under this Contract.
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: Elias Rashmawi
Elias Rashmawi (Oct 14, 2019)

Title: Vice President

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: Michael Sparks
Michael Sparks (Oct 14, 2019)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:
Attachment 1 to Scope of Services Exhibit

CONTRACTOR shall perform on-call environmental services as designated by the CITY. The anticipated services include but are not limited to:

- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Consultation and Coordination with regulatory agencies including but not limited to Sacramento County Environmental Management, Department of Toxic and Substances Control, State Water Resources Control Board,
- Remedial Action Plans, Work Plans and Cleanup Plans
- Asbestos, lead and other hazardous building material testing
- Contaminant characterization of impacted soils and groundwater
- Excavation and fill placement
- Groundwater monitoring including system installation
- Hazardous waste management, removal and/or transportation
- Indoor air quality assessment and testing (vapor intrusion analysis)
- Monitoring and control, risk assessment and risk reduction recommendations
- Remedial systems design, operation and maintenance
- Historical, Cultural and Archaeological Resource studies
- Remedial alternatives evaluation and feasibility studies
- Risk assessments and feasibility studies
- Geophysical surveys
- Cleanup Oversight
- State and/or Federally funded grant preparation, compliance and execution
- Subsurface investigations including delineation of contaminant plumes; and
- Underground storage tank checks, management and removal.

CONTRACTOR understands and agrees that work will be assigned to CONTRACTOR on an individual task order basis, by City’s issuance of a written assignment. It is understood and agreed by CONTRACTOR that City reserves the right not to assign any tasks to CONTRACTOR. If services are performed under this Agreement, total payment for said services shall not exceed that amount stated in Exhibit B. CONTRACTOR shall not commence work prior to receipt of a notice of assignment from CITY. CONTRACTOR shall perform, comply with, and be subject to all provisions of this Agreement with regard to any work performed pursuant to such written assignment.
# Stantec Schedule of Billing Rates

## 2019 Hourly billing rate schedule*

<table>
<thead>
<tr>
<th>Billing Level</th>
<th>Hourly Rate</th>
<th>Description</th>
</tr>
</thead>
</table>
| 3             | $102        | Junior Level position  
|               |             | - Independently carries out assignments of limited scope using standard procedures, methods and techniques  
| 4             | $111        | - Assists senior staff in carrying out more advanced procedures  
| 5             | $121        | - Completed work is reviewed for feasibility and soundness of judgment  
|               |             | - Generally, one to three years' experience |
| 6             | $126        | Fully Qualified Professional Position  
|               |             | - Carries out assignments requiring general familiarity within a broad field of the respective profession  
| 7             | $137        | - Makes decisions by using a combination of standard methods and techniques  
| 8             | $142        | - Actively participates in planning to ensure the achievement of objectives  
|               |             | - Works independently to interpret information and resolve difficulties  
|               |             | - Generally, three to six years' experience |
| 9             | $152        | First Level Supervisor or first complete Level of Specialization  
| 10            | $158        | - Provides applied professional knowledge and initiative in planning and coordinating work programs  
| 11            | $168        | - Adapts established guidelines as necessary to address unusual issues  
|               |             | - Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment  
|               |             | - Generally, five to nine years' experience |
| 12            | $177        | Highly Specialized Technical Professional or Supervisor of groups of professionals  
| 13            | $185        | - Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise  
| 14            | $201        | - Participates in short and long range planning to ensure the achievement of objectives  
|               |             | - Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures  
|               |             | - Reviews and evaluates technical work  
|               |             | - Graduates from an appropriate post-secondary program, with credentials or equivalent  
|               |             | - Generally, ten to fifteen years' experience with extensive, broad experience |
| 15            | $211        | Senior Level Consultant or Management  
| 16            | $225        | - Recognized as an authority in a specific field with qualifications of significant value  
| 17            | $234        | - Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise  
|               |             | - Independently conceives programs and problems for investigation  
|               |             | - Participates in discussions to ensure the achievement of program and/or project objectives  
|               |             | - Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects  
|               |             | - Generally, more than twelve years' experience with extensive experience |
| 18            | $237        | Senior Level Management under review by Vice President or higher  
| 19            | $245        | - Recognized as an authority in a specific field with qualifications of significant value  
| 20            | $255        | - Responsible for long range planning within a specific area of practice or region  
| 21            | $270        | - Makes decisions which are far reaching and limited only by objectives and policies of the organization  
|               |             | - Plans/approves projects requiring significant human resources or capital investment  
|               |             | - Graduates from an appropriate post-secondary program, with credentials or equivalent  
|               |             | - Generally, fifteen years' experience with extensive professional and management experience |

* Overtime will be charged at 1.5 times the standard billing rate. All labor rates will be subject to annual increase, adjusted annually effective January 1.

## Other Direct Disbursements

- Vehicle Mileage.................................................. Prevailing IRS Rate
- Subcontract Services........................................... Actual Cost + 10%
- Travel/Per Diem................................................. Actual Cost + 10%
- Per Diem................................................................ $150/day
- Capital Purchases and Expendable Materials.............. Actual Cost + 10%
- Express Delivery and Shipping............................... Actual Cost + 10%
- Standard Field Equipment......................................(See Next Page)
Other Direct Disbursements

<table>
<thead>
<tr>
<th>Disbursement</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vehicle Mileage</td>
<td>Prevailing IRS Rate</td>
</tr>
<tr>
<td>Subcontract Services</td>
<td>Actual Cost +10%</td>
</tr>
<tr>
<td>Travel/Per Diem</td>
<td>Actual Cost +10%</td>
</tr>
<tr>
<td>Capital Purchases and Expendable Materials</td>
<td>Actual Cost +10%</td>
</tr>
<tr>
<td>Postage and Shipping</td>
<td>Actual Cost +10%</td>
</tr>
<tr>
<td>Standard Field Equipment</td>
<td>(See Attached Schedule)</td>
</tr>
</tbody>
</table>

**Standard Field Equipment:**

<table>
<thead>
<tr>
<th>Standard Field Equipment</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Air Sampling Equipment</td>
<td>$65/day</td>
</tr>
<tr>
<td>Baller – Disposable</td>
<td>$10/each</td>
</tr>
<tr>
<td>Baller – Disposable Weighted</td>
<td>$15/each</td>
</tr>
<tr>
<td>Baller – Quick E-Baller System</td>
<td>$85/day</td>
</tr>
<tr>
<td>Baller – Reusable</td>
<td>$20/day</td>
</tr>
<tr>
<td>Drum – 55 Gallons</td>
<td>$65/each</td>
</tr>
<tr>
<td>Digital Camera</td>
<td>$25/day</td>
</tr>
<tr>
<td>Draeger Sampler (Tubes not included)</td>
<td>$30/day</td>
</tr>
<tr>
<td>Field Communication – Two-Way Radio</td>
<td>$20/day</td>
</tr>
<tr>
<td>Field Computer</td>
<td>$55/day</td>
</tr>
<tr>
<td>Field Test Kit – Groundwater</td>
<td>$55/each</td>
</tr>
<tr>
<td>Field Test Kit – Soil</td>
<td>$55/each</td>
</tr>
<tr>
<td>Field Test Kit – SVE</td>
<td>$55/each</td>
</tr>
<tr>
<td>Field Vehicle – Mileage</td>
<td>Prevailing IRS rate</td>
</tr>
<tr>
<td>Field Vehicle</td>
<td>$135/day</td>
</tr>
<tr>
<td>Field Vehicle – Sampling Truck</td>
<td>$275/day</td>
</tr>
<tr>
<td>Field Vehicle – Truck/Van</td>
<td>$160/day</td>
</tr>
<tr>
<td>Flame Ionization Detector (FID)</td>
<td>$145/day</td>
</tr>
<tr>
<td>Generator</td>
<td>$70/day</td>
</tr>
<tr>
<td>Gloves – Colored Cloth</td>
<td>$5/pair</td>
</tr>
<tr>
<td>Gloves – Colored Leather</td>
<td>$15/pair</td>
</tr>
<tr>
<td>Gloves – Colored Nitrile</td>
<td>$0.25/pair</td>
</tr>
<tr>
<td>Gloves – Kevlar Under Glove</td>
<td>$5.00/pair</td>
</tr>
<tr>
<td>H&amp;S – Level B Safety Equipment</td>
<td>$185/day</td>
</tr>
<tr>
<td>H&amp;S – Level C Safety Equipment</td>
<td>$95/day</td>
</tr>
<tr>
<td>H&amp;S – Level D Safety Equipment</td>
<td>$40/day</td>
</tr>
<tr>
<td>H&amp;S – Traffic Control Equipment</td>
<td>$65/day</td>
</tr>
<tr>
<td>Hand Auger</td>
<td>$30/day</td>
</tr>
<tr>
<td>Low Flow Purge/Sampling System</td>
<td>$85/day</td>
</tr>
<tr>
<td>Meter – Oil/Water Interface</td>
<td>$40/day</td>
</tr>
<tr>
<td>Meter – Anemometer</td>
<td>$25/day</td>
</tr>
<tr>
<td>Meter – CO</td>
<td>$65/day</td>
</tr>
<tr>
<td>Meter – Data Logger</td>
<td>$140/day</td>
</tr>
<tr>
<td>Meter – Dissolved Oxygen</td>
<td>$65/day</td>
</tr>
<tr>
<td>Meter – DO/ORP/Temp/Conductivity</td>
<td>$100/day</td>
</tr>
<tr>
<td>Meter – Dosimeter</td>
<td>$45/day</td>
</tr>
<tr>
<td>Meter – Ferrous Iron</td>
<td>$5/day</td>
</tr>
<tr>
<td>Meter – Flow</td>
<td>$30/day</td>
</tr>
<tr>
<td>Meter – H2S Detector</td>
<td>$80/day</td>
</tr>
<tr>
<td>Meter – LEL/02</td>
<td>$80/day</td>
</tr>
<tr>
<td>Meter – Magnehelic (Gauge)</td>
<td>$35/day</td>
</tr>
</tbody>
</table>
### Other Direct Disbursements

<table>
<thead>
<tr>
<th>Standard Field Equipment</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meter – Magnetometer</td>
<td>$50/day</td>
</tr>
<tr>
<td>Meter – Manometer</td>
<td>$25/day</td>
</tr>
<tr>
<td>Meter – Measuring Wheel</td>
<td>$10/day</td>
</tr>
<tr>
<td>Meter – Metal Detector</td>
<td>$45/day</td>
</tr>
<tr>
<td>Meter – Multimeter</td>
<td>$110/day</td>
</tr>
<tr>
<td>Meter – O2/CO2</td>
<td>$110/day</td>
</tr>
<tr>
<td>Meter – ORP</td>
<td>$25/day</td>
</tr>
<tr>
<td>Meter – Other</td>
<td>quote/day</td>
</tr>
<tr>
<td>Meter – Ozone</td>
<td>$25/day</td>
</tr>
<tr>
<td>Meter – pH/Temp/Conductivity</td>
<td>$30/day</td>
</tr>
<tr>
<td>Meter – Turbidity</td>
<td>$70/day</td>
</tr>
<tr>
<td>Meter – Dust Monitor</td>
<td>$120/day</td>
</tr>
<tr>
<td>Meter – Velocity</td>
<td>$25/day</td>
</tr>
<tr>
<td>Meter – Water Level Indicator</td>
<td>$35/day</td>
</tr>
<tr>
<td>Photoionization Detector (PID)</td>
<td>$110/day</td>
</tr>
<tr>
<td>Pressure Washer</td>
<td>$45/day</td>
</tr>
<tr>
<td>Pump – Air Sampling</td>
<td>$45/day</td>
</tr>
<tr>
<td>Pump – Centrifugal</td>
<td>$50/day</td>
</tr>
<tr>
<td>Pump – Groundwater Sampling</td>
<td>$110/day</td>
</tr>
<tr>
<td>Pump – Peristaltic</td>
<td>$50/day</td>
</tr>
<tr>
<td>Pump – Trash</td>
<td>$35/day</td>
</tr>
<tr>
<td>Pump – Well Sampling</td>
<td>$25/day</td>
</tr>
<tr>
<td>Pump – Well Sampling/Purge</td>
<td>$45/day</td>
</tr>
<tr>
<td>Reproduction – 11x17 Color Plot/Print/Copy</td>
<td>$2/copy</td>
</tr>
<tr>
<td>Reproduction – 24x36 Color Plot/Print</td>
<td>$10/copy</td>
</tr>
<tr>
<td>Reproduction – 8.5x11 B&amp;W Copies</td>
<td>$0.15/copy</td>
</tr>
<tr>
<td>Reproduction – 8.5x11 Color Copies</td>
<td>$1.25/copy</td>
</tr>
<tr>
<td>Reproduction – Oversized B&amp;W Plot/Print</td>
<td>$10/copy</td>
</tr>
<tr>
<td>Reproduction – Oversized Color Plot/Print</td>
<td>$15/copy</td>
</tr>
<tr>
<td>Soil Sample Ring/Sleeve</td>
<td>$10/each</td>
</tr>
<tr>
<td>Survey Equipment – Laser Plane Level &amp; Receiver</td>
<td>$200/day</td>
</tr>
<tr>
<td>Transducer</td>
<td>$30/each</td>
</tr>
<tr>
<td>Tedlar Bag</td>
<td>$15/each</td>
</tr>
</tbody>
</table>

**NOTE:** Other equipment needs will be priced on a per project basis.
Interim Agreement Report

Created: 2019-10-14
By: lmartinez@cityofsacramento.org
Status: Out for Signature
Transaction ID: CBJCHBCABAAsP7niAWxhaP-XXlcK0KuVuo3uE2PMLzb

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"PRC000621_1_0.pdf" History

Document created by lmartinez@cityofsacramento.org
2019-10-14 - 8:22:42 PM GMT - IP address: 208.87.80.2

Document emailed to Lauren Martinez (lmartinez@cityofsacramento.org) for approval
2019-10-14 - 8:22:49 PM GMT

Email viewed by Lauren Martinez (lmartinez@cityofsacramento.org)
2019-10-14 - 8:24:21 PM GMT - IP address: 208.87.80.2

Document approved by Lauren Martinez (lmartinez@cityofsacramento.org)
Approval Date: 2019-10-14 - 8:24:36 PM GMT - Time Source: server - IP address: 208.87.80.2

Document emailed to Elias Rashmawi (elias.rashmawi@stantec.com) for signature
2019-10-14 - 0:24:30 PM GMT

Email viewed by Elias Rashmawi (elias.rashmawi@stantec.com)
2019-10-14 - 8:56:55 PM GMT - IP address: 12.235.183.190

Document e-signed by Elias Rashmawi (elias.rashmawi@stantec.com)
Signature Date: 2019-10-14 - 9:20:58 PM GMT - Time Source: server - IP address: 12.235.183.190

Document emailed to Michael Sparks (msparks@cityofsacramento.org) for signature
2019-10-14 - 9:29:59 PM GMT

Email viewed by Michael Sparks (msparks@cityofsacramento.org)
2019-10-14 - 9:42:25 PM GMT - IP address: 208.87.80.2

Document e-signed by Michael Sparks (msparks@cityofsacramento.org)
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