

CITY OF STOCKTON
STANDARD AGREEMENT

ATTACHMENT D

Agreement Number:

1. This Agreement is entered into between the City of Stockton ("City") and Nor-Cal Construction, 5 Star Construction, B-Line Construction Inc, Golden Coast Construction and Restoration, Kustom US Inc dba Five Star Restoration a Division of Kustom, and Baylor Services Inc (each a "Contractor" and collectively the "Contractors") to provide Abatement and Emergency Board Up Services as set forth in Exhibit A to this Agreement.

2. The term of this Agreement is as follows, unless amended as described in Exhibit A and Exhibit C section 8:

Commences on: July 1, 2023 Terminates on: June 30, 2028

3. The maximum not to exceed amount to be paid to Contractor for the term of this Agreement, including if authorized, reimbursement of expenses, is: As per Exhibit E

4. The complete Agreement consists of all the following Agreement documents which by reference are incorporated and made a part of this Agreement. The parties agree to comply with the terms and conditions of this Agreement.


- (a) Exhibit A – Statement of Work
- (b) Exhibit B – Insurance
- (c) Exhibit C – General Terms & Conditions
- (d) Exhibit D – Professional Services Special Terms & Conditions
- (e) Exhibit E – Compensation Schedule
- (f) Exhibit F – Timeline

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

CONTRACTOR

Nor-Cal Construction

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):



4/12/23
Date

Authorized Signature

Don Davis, Owner and General Contractor

Printed Name and Title of Person Signing

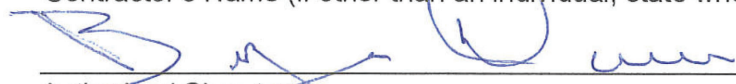
2315 Bonniebrook Drive, Stockton, CA 95207

Address

CONTRACTOR

5 Star Construction

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):



4-12-2023
Date

Authorized Signature

Bryan Lee Davis

Printed Name and Title of Person Signing

6507 W. Pacific Ave # 222
Address
STOCKTON, Cal 95207

CONTRACTOR

B-Line Construction Inc.

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

CORPORATION

Authorized Signature

David McCullough
Tan
2023.04.10
11:32:35 -07'00'

Date

4-10-2023

Printed Name and Title of Person Signing

DAVID TAN - GENERAL MANAGER

Address

430 Lea way , Sacramento , CA 95815

CONTRACTOR

Golden Coast Construction and Restoration

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

4/11/2023
Date

Thomas J. Biglin III Vice President

Printed Name and Title of Person Signing

1009 Enterprise Way Suite 350 Roseville CA 95678

Address

CONTRACTOR

Kustom US Inc dba Five Star Restoration a Division of Kustom

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

4/10/23

Date

Aaron Provencal - General Manager

Printed Name and Title of Person Signing

2372 Gold River Rd. Gold River, CA 95670

Address

CONTRACTOR

Baylor Services Inc

Contractor's Name (if other than an individual, state whether a corporation, partnership, etc.):

Daryl Baylor

Authorized Signature

Date

Daryl Baylor - President

4-10-23

Printed Name and Title of Person Signing

PO Box 499 Lockeford Ca 95237

Address

CITY OF STOCKTON

Harry Black, City Manager

Date

ATTEST:

Eliza R. Garza CMC, City Clerk

APPROVED AS TO FORM:

John M. Luebberke, City Attorney

BY:

EXHIBIT A
STATEMENT OF WORK

1. Project Objectives

- 1.1 To establish a pool of Contractors for abatement and board up services.

2. Project Scope

- 2.1 Property abatements are necessary to maintain compliance with City regulations when property owners fail to address neighborhood nuisances. Contractors shall provide abatement and emergency board up services based on an established rotating Contractors list for daytime non-emergencies and after-hours emergency board ups.

As each job is approved for abatement in Neighborhood Services Section, a Code Enforcement Officer will request the next available Contractor on the list. The Code Enforcement Officer shall contact the Contractor by telephone, if the Contractor is unavailable or unable to return the call within 15 minutes, the Code Enforcement Officer shall contact the next available Contractor listed. This process will continue until contact is made. Once contact is made, a job walk will be scheduled with the Contractor and Code Enforcement Officer. The Code Enforcement Officer will advise the Contractor of the tasks to be completed at the location. All costs & work must be approved by the Code Enforcement Officer prior to work beginning. Any change orders need to be approved by the Code Enforcement Officer before work is started. For after-hours emergencies, the Contractor may get called out and have the work authorized by the Fire Department and/or Code Enforcement Officer/Neighborhood Services Section (NSS). Contractors must not perform any abatement work on behalf of the City, unless requested from the rotating list and authorized to do so by NSS, Fire Department, or Police Department personnel.

After three (3) occurrences of a Contractor failing to respond or deny a job the Contractor may be suspended or removed from the list at the discretion of Neighborhood Services Section; unless the department has been advised of unavailability prior to the request by the Contractor in writing.

- Contractors may be removed from the Rotating Contractors List if they do not have current business license, insurance, and DIR,

do not respond to a job quote request, poor quality of work, inappropriate billing, or for failure to follow the guidelines of the contract established by City of Stockton, Risk Services, Neighborhood Services, or Purchasing division and agreed upon by the Contractor.

- The Neighborhood Services Section will notify Contractor of removal from list, in writing via email, the condition(s) to be reinstated on the list, and if the removal is permanent.
- Should the Contractor disagree with the removal, the Contractor shall file an appeal to the Police Services Manager in Neighborhood Services Section within ten (10) days of removal notification.

Upon completion of work and approval by City Department, the Contractor shall submit an itemized invoice by email to NSS.

3. **Specifications**

3.1 SPECIFICATIONS FOR THE REMOVAL OF GRAFFITI

Item I: GENERAL DESCRIPTIONS OF WORK

It is required that all graffiti be removed in the manner appropriate to the affected surface. Paint that is used to cover graffiti must match as close as possible the color and type (latex, oil base, etc.) of existing paint.

In the case of terrazzo, or natural rock, it may be required that this type of surface be water or sand blasted. Painting may not be necessary; however, once the graffiti is removed, the surface must be resealed properly to eliminate water damage or leakage.

Contractors are required to have in their possession the following fully functional equipment:

- Paint
- Paint Roller, Paint Sprayer, etc.
- High Pressure Washer
- Absorbent
- Fire extinguisher or back-pack hand pump fire extinguisher
- First Aid Kit
- Any other requested equipment or materials required by the Code Enforcement Officer

Item II: GENERAL INFORMATION

Removal shall mean that the entire surface encompassed by the graffiti

be cleaned and painted, and/or water or sand blasted and resealed, as specified in the General Description of Work. If the only issue being abated is Graffiti, the Contractor will be paid for 100 square feet minimum.

3.2 SPECIFICATIONS FOR THE SECURING OF STRUCTURE(S)

Item I: GENERAL DESCRIPTIONS OF WORK

Secure structure(s) and/or accessory structure(s) against illegal entry by boarding up all openings, including doors and windows, with a minimum one-half inch (1/2") thick exterior- type plywood or approved equal material, to be cut to fit screen inset molding stop and secured by flatten screw shanks in accordance with the Code Enforcement Officer's instruction. In some cases, shoring may be required for stabilization of structure. On request, doors may be secured with 3/4 inch plywood.

Exception to this is aluminum and vinyl windows. Securing of aluminum and vinyl windows will be done in accordance with the Code Enforcement Officer's instruction during site inspection to avoid any unnecessary damage to the window frame. All boards used for securing must be painted to match the exterior building's color.

Contractors shall be required to have in their possession the following fully functional equipment:

- Plywood, Lumber, or other needed securing materials
- Drill/Screw Gun
- Saw
- Extension Ladder
- Generator (When requested or needed)
- Paint
- Paint Roller
- Screws and Lag bolts
- Any other requested equipment or materials required by the Code Enforcement Officer
- Fire extinguisher or back-pack hand pump fire extinguisher
- First Aid Kit
- Lighting (Only Required for Contractors on the After-Hours Emergency Contractor List)

Item II: GENERAL INFORMATION

Securing shall mean all openings, including, but not limited to doors,

windows, basement openings, over-sized under floor vent openings and any other opening which may need securing as determined by the Code Enforcement Officer.

If the Contractor encounters individuals in the structure, he/she is to advise them of pending action and request that they leave the premises and notify the Code Enforcement Officer. If further resistance is encountered, the Contractor shall report immediately to the Code Enforcement Officer and provisions for the inspector and/or Police Department will be made to accompany or meet with the Contractor at the site to secure the premises.

No securing shall be conducted until the officer has verified the structure is vacant.

3.3 GENERAL CONDITIONS

- Acting in the performance of this agreement the Contractor and/or the agents and their employees shall act in an independent capacity and not as officers, employees or agents of the City.
- The Department, its officers and employees, shall not be liable for any loss, damage, or injury of any kind or nature as may arise out of any acts, duties, or obligations on the part of the Contractors, their agents, or employees, under this agreement; nor for any materials or equipment used in performing the work; nor for injury or damage to any person or persons, either workmen or the public; nor for damage to adjoining property from any cause whatsoever during the progress of the work or any time before final acceptance.
- The Contractor shall process and consider all claims for damage or injury in a courteous manner and as promptly as conditions warrant.
- The Contractor shall promptly answer inquires and complaints of the Department, relative to any work charges, damages, or any other questions that may arise as a result for abatements operations by the Contractor.
- The Contractor shall notify the Department by phone before 4:00 p.m. the same working day or by 8:00 a.m. the next working day in the event that fixtures or utilities are damaged or destroyed by the Contractor. The Contractor shall then follow up the phone call with a written statement to be submitted with the billing. When the Contractor or responsible person is unavailable to rectify the situation, the Department shall make necessary arrangements to repair the

damaged or destroyed items when said damaged or destroyed items affect the health and/or well-being of property owner or adjacent property owners. Contractor is responsible for correcting, replacing, or paying all damages to property, fixtures, or utilities, whether the Contractor, Property Owner, or City does repairs.

- The Contractor shall be fully informed of and comply with all existing and future State and/or Federal laws and all City ordinances and regulations of the City which in any manner affect those engaged or employed in the work or the materials used in the work or which, in any way, affect the conduct of the work, and all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
- The Department shall decide all questions which may arise as to the quality or acceptability of work performed, and as to the manner of performance and rate of progress of the work and all questions which arise as to the interpretation of the specifications. All work performed by the Contractor shall be done to the satisfaction of the Department. The Department or authorized representative reserves the right to inspect the work.
- All equipment and tools shall be furnished, fully operable, operated and maintained by the Contractor. There will be no extra charge made to the Department for the same, except as may be pre-approved by the Department or tools/equipment not on the required equipment list. All fuel, materials, supplies, etc., to perform the Agreement shall be furnished at no extra charge to the Department. Contractor shall have reserve equipment available within a twenty-four (24) period or a time set by the Department.
- Before and after any parcel is abated, the Contractor shall take two (2) to four (4) clear and precise dated digital photos in color of the property which work is abated, demonstrating the need for these services. Contractor shall furnish his own camera and memory card or data disc for proper storage of digital photos. Contractor is responsible for furnishing all photos to the Department at its sole cost and expense. These photos shall be taken immediately before and after abatement work is done and submitted with the invoice for payment to the Department. Each photo shall include the date picture was taken and the address and Code Enforcement officer's name assigned to that particular project. Each "after" picture shall be taken from a like location as the "before" picture showing some

common outstanding landmark. There shall be no charge for digital photos. Digital photos must be uploaded into VSS as a pdf file. Contractors shall store photos for a minimum of 180 days.

- All Contractors on the City's Rotating Abatement and Emergency Board up List's are required to register on the Vendor Self-Service (VSS) portal at www.stocktonca.gov/vendorportal and submit itemized invoices for completed work by email to NSS to ensure payment.
- Invoices need to be submitted within five (5) business days after the work has been finished and approved by the Code Enforcement Officer. This requirement is a mandatory condition to remain on the City of Stockton's Rotating & Emergency Contractor List. Invoices presented to the City of Stockton for payment must include the following before payment will be made:
 - Purchase Order Number/Contract number
 - Property Address or APN where work was completed
 - Date abatement was completed
 - Itemized breakdown of number of employees, hours for each, cost of each and a total for each employee
 - Itemized breakdown of materials and equipment (when applicable) used showing kind, quantity, and cost as well as a total for each.
 - Any additional fees, (i.e., dumping fees, etc.) that have been pre-approved by the Code Enforcement Officer
 - Photos (4) – 2 before abatement & 2 after abatement
 - Total cost of all categories
 - Contractor confirmation that prevailing wage will be paid
 - Copy of bid sheet signed by the Code Enforcement Officer and Contractor

This information is required in the event of an appeal, which may require us to present a detailed breakdown to the hearing officer. Invoices without this information will be returned and payment delayed until the required information is provided. The Department will expedite payments due to the best of its ability within the framework of Policy. The Department will deduct errors from future billing upon verification of Contractor error. Contractor will be provided an itemized statement describing the deductions. Invoices received thirty (30) days from the date of abatement completion may not be honored.

- The Contractor may be required to appear to Administrative or Court hearings, at the request of the City, to verify work completed and/or costs.
- The City reserves the right to terminate Contractor's assignment if the City determines the Contractor is not completing their work at a satisfactory level and designate another City approved Contractor to complete the work.
- The Contractor shall be responsible for meeting all provisions and/or regulations of the Occupational Health and Safety Act (O.S.H.A.).
- The Department requires all Contractors to be on site within one (1) hour from the initial contact with the Code Enforcement Officer, unless otherwise arranged with the Code Enforcement Officer.
- Job specifications and costs to be approved prior to the Contractor beginning the work.
- At completion of the work, the Contractor is to contact the Code Enforcement Officer to verify work for approval of payment.
- Set prices have been established for abatements. Reference Standard Prices for Rotating Contractor's List & After-Hours Emergency Abatements (Exhibit E).
- All abatements not listed will be negotiated and pre-approved by the Department, before work begins.
- The City reserves the right to request additional bids from the Rotating Contractors List or to reject all bids. The City reserves the right to negotiate a price for each item if bids are above or below the desired price range for any services.
- At times there will be the need for specialized Contractors to abate certain violations (i.e., electricians, mechanical contractors, etc.). These Contractors will be obtained by the Contractor and shall become their sub-Contractor or employee.

- Contractors shall have the following **minimum** material stored locally for abatements and available at all times:
 - Ten (10) 4' x 8' Sheets ½ Plywood
 - Five (5) 4' x 8' Sheets ¾ Plywood
 - Fifteen (15) 2" x 4" x 8" Studs
 - Five (5) 4" x 4" x 8" Studs
 - All hardware needed for securing
- Failure to comply with any of the requirements of the Rotating Contractor List may result in suspension or removal from either of the Rotating Contractors Lists for the City.

3.4 THE CITY NEIGHBORHOOD SERVICES SECTION STANDARD PRICING

The City's Neighborhood Services Section pricing schedule is described on Exhibit E.

4. **Notices**

Pursuant to Exhibit C – General Terms and Conditions, Section 15 – Notices, the mailing address for all required notices is as follows:

Contractor: <u>Nor-Cal Construction</u> <u>2315 Bonniebrook Dr</u> <u>Stockton, CA 95207</u>	City: <u>City of Stockton</u> <u>Attn: City Manager</u> <u>425 N El Dorado St</u> <u>Stockton, CA 95202</u>
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Contractor: 5 Star Construction
6507 N Pacific Av #222
Stockton, CA 95207

Contractor: Golden Coast Construction and Restoration
1009 Enterprise Wy
Roseville, CA 95678

Contractor: B-Line Construction Inc
430 Lea Wy
Sacramento, CA 95815

Contractor: Kustom US Inc dba Five Star Restoration a Division of Kustom
2372 Gold River Rd
Gold River, CA 95670

Contractor: Baylor Services Inc
4000 N Wilson Wy
Stockton, CA 95205

5. Option to Renew.

Total term of the Agreement shall not exceed 5 years. There is no option for renew term.

Exhibit B:
Insurance Requirements
(Abatement and Emergency Board Up Services)

Contractor shall procure and maintain for the duration of the contract, *and for 5 years thereafter*, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability**: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Pollution Liability** (*only regarding use of herbicides or chemicals in the course of work*) applicable to the work being performed, to include non-aerial spraying of pesticides and herbicides, etc., with a limit no less than **\$1,000,000** per claim or occurrence and **\$1,000,000** aggregate per policy period of one year.

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

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration,

and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Other Insurance Provisions

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

1. **The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

2. For any claims related to this project, the **Contractor's insurance coverage shall be primary and non-contributory** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

Claims Made Policies (Pollution Only)

If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City of Stockton for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Umbrella or Excess Policies

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City of Stockton.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. **The Workers' Compensation policy shall be endorsed with a**

waiver of subrogation in favor of the City of Stockton for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and **a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements**. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Duration of Coverage

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work***.

Special Risks or Circumstances

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

Certificate Holder Address

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

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. **Goods, Equipment and Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to City the services described in Exhibit A of the Agreement. Contractor shall provide said services at the time, place and in the manner specified in Exhibit A of the Agreement.

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

3. **Compensation.** City shall pay Contractor for services rendered pursuant to this Agreement as described more particularly in Exhibit A and Exhibit E to the Agreement.

3.1 Invoices submitted by Contractor to City must contain a brief description of work performed, time spent and City reference number. Within thirty (30) days of receipt of Contractor's invoice, City will review invoice, and if acceptable make payment on approved invoice.

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

4. **Sufficiency of Contractor's Work.** All Contractor services, work, and deliverables shall be performed in a good and workmanlike manner with due diligence in accordance with the degree of skill normally exercised by similar contractors supplying services and work of a similar nature, and in conformance with applicable laws, codes and professional standards. Contractor's work shall be adequate and sufficient to meet the purposes of this Agreement.

5. **Ownership of Work.** All reports, work product, all other documents completed or partially completed by Contractor or its approved subcontractors, in performance of this Agreement, and if applicable, drawings, designs, and plan review comments shall become the property of the City. Any and all copyrightable subject matter in all materials is hereby assigned to the City and the Contractor and its approved subcontractors agree

to execute any additional documents that may be necessary to evidence such assignment. All materials shall be delivered to the City upon completion or termination of the work under this Agreement. If any materials are lost, damaged or destroyed before final delivery to the City, the Contractor shall replace them at its own expense. Contractor and its approved subcontractors shall keep materials confidential. Materials shall not be used for purposes other than performance of services under this Agreement and shall not be disclosed to anyone not connected with these services, unless the City provides prior written consent.

6. Timeliness. Time is of the essence in this Agreement. Further, Contractor acknowledges that the failure of Contractor to comply with the time limits described in Exhibit A and Exhibit F may result in economic or other losses to the City.

7. Changes. Both parties to this Agreement understand that it may become desirable or necessary during the term of this Agreement for City to modify the scope of services provided for under this Agreement. Any material extension or change in the scope of work shall be discussed with City and the change and cost shall be memorialized in a written amendment to the original contract prior to the performance of the additional work. Until the amendment is so executed, City will not be responsible to pay any charges Contractor may incur in performing such additional services, and Contractor shall not be required to perform any such additional services.

8. Amendment. No variation of the terms of this Agreement shall be valid unless an amendment is made in writing and signed by both parties.

9. Contractor's Status.

9.1 In performing the obligations set forth in this Agreement, Contractor shall have the status of an independent contractor and Contractor shall not be considered to be an employee of the City for any purpose. All persons working for or under the direction of Contractor are its agents and employees and are not agents or employees of City. Contractor by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of City. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the City. No agent, officer or employee of the City is to be considered an employee of the Contractor. It is understood by both Contractor and City that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

9.2 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to City only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to City's

control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

9.3 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

9.4 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

10. Subcontractor.

10.1 Subcontractors shall not be recognized as having any direct or contractual relationship with City. Contractor shall be responsible for the work of subcontractors, which shall be subject to the provisions of this Agreement. Subcontractors will be provided with a copy of the Agreement and be bound by its terms. Contractor is responsible to City for the acts and omissions of its subcontractors and persons directly or indirectly employed by them.

10.2 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages working conditions, discipline, hiring, and discharging or any other term of employment or requirement of law shall be determined by Contractor.

10.3 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's personnel.

11. Termination.

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

11. 2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

11.3 Funding- Non-Appropriation. It is mutually understood between the Parties that payment to the Contractor for performance shall be dependent upon the availability of appropriations by the City Council for the purposes of this Agreement. No legal liability on the part of the City for any payment may arise under this Agreement until funds are made available and until the Contractor has received funding availability, which will be confirmed in writing. If funding for any fiscal year is reduced or deleted, or if the City loses funding for any reason, the City, in its sole discretion, shall have the option to either (a) cause this Agreement to be canceled or terminated pursuant to applicable provisions of the Agreement; or (b) offer to amend the Agreement to reflect the reduced funding for this Agreement.

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

13. Indemnity and Hold Harmless. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

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

15. Notices. All notices herein required shall be in writing and shall be sent by certified or registered mail, postage prepaid, addressed in Exhibit A to this Agreement.

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

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

18. **Records and Audits.** Contractor shall maintain all records regarding this Agreement and the services performed for a period of three (3) years from the date that final payment is made. At any time during normal business hours, the records shall be made available to the City to inspect and audit. To the extent Contractor renders services on a time and materials basis, Contractor shall maintain complete and accurate accounting records, in a form prescribed by City or, if not prescribed by City, in accordance with generally accepted accounting principles, such records to include, but not be limited to, payroll records, attendance cards, time sheets, and job summaries.

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

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

21. **Waiver.** In the event either City or Contractor at any time waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or of any other covenant, condition or obligation. No payment, partial payment, acceptance, or partial acceptance by City shall operate as a waiver on the part of City of any of its rights under this Agreement.

22. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

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

24. Severability. If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or city statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

25. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any federal, state, or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition (including genetic characteristics), marital status, age, political affiliation, gender identity, gender expression, sex or sexual orientation, family and medical care leave, pregnancy leave, or disability leave. Contractor and its officers, employees, agents, representative or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the City's nondiscrimination policy; the Fair Employment and Housing Act (Government Code sections 12990 (et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulation or Code of Federal Regulations. Title VI of the Civil Rights Act of 1964 requires that "no person in the United States shall, on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." (42 USC Section 2000d). <http://www.dol.gov/oasam/regs/statutes/titlevi.htm>. The City requires compliance with the requirements of Title VI in all of its programs and activities regardless of funding source.

26. Force Majeure. Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.

27. Taxes and Charges. Contractor shall be responsible for payment of all taxes, fees, contributions or charges applicable to the conduct of the Contractor's business.

28. Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive but will be cumulative of all other rights and remedies to which may be legally entitled.

29. Advice of Attorney. Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

30. Heading Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

31. Entire Agreement, Integration, and Modification.

31.1 This Agreement represents the entire integrated agreement between Contractor and the City; supersedes all prior negotiations, representations, or agreements, either written or oral between the parties and may be amended only by a written Amendment signed by the Contractor and City Manager.

31.2 All Exhibits to this Agreement and this Agreement are intended to be construed as a single document.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority. The individual(s) executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

EXHIBIT D

PROFESSIONAL SERVICES SPECIAL TERMS AND CONDITIONS

1. **Definitions.** The following words and phrases have the following meanings for purposes of this Agreement:

1.1 "Services" means, collectively, the services, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

1.2 "Deliverable" means quantifiable goods or services that will be provided upon completion of a project. A deliverable is any tangible material, work or thing delivered by one party to the other, including associated technical documentation. A deliverable can be tangible or intangible parts of the development process, and often are specified functions or characteristics of the project.

2. **General.** The following terms and conditions are applicable for the Professional Services only. The special conditions shall be read in conjunction with the Standard Agreement, General Terms and Conditions ("GTC") Exhibit C, and all other Exhibits identified in the Standard Agreement.

2.1 Where any portion of the GTC is in conflict to or at variance with any provisions of the Special Conditions of the Agreement, then unless a different intention stated, the provision(s) of the Special Conditions of the Agreement shall be deemed to override the provision(s) of GTC only to the extent that such conflict or variations in the Special Conditions of the Agreement are not possible of being reconciled with the provisions of the GTC.

2.2 In the case of modification of a part or provision of the GTC, the unaltered part or provision, or both shall remain in effect. The Special Conditions shall relate to a particular project and be peculiar to that project but shall not weaken the character or intent of the GTC.

3. **Time for Performance.**

3.1 Contractor shall perform the services according to the schedule contained in Exhibit F.

3.2 Timeliness of Performance i) Contractor shall provide the Services, and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Exhibit A and Exhibit F. ii) Neither Contractor nor Contractor's agents, employees nor subcontractors are entitled to any damages from the City, nor is any party entitled to be reimbursed by the City, for damages, charges or other

losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the City.

4. Standard of Performance

In addition to Exhibit C, Section 4 and 17, Contractor agrees as follows:

4.1 Contractor's Services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Contractor shall comply with the profession's standard of performance, applicable laws, regulations, and industry standards. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under California law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Agreement.

4.2 Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the City and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary. Contractor shall assure that all services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its subcontractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

4.3 If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the City does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the City's rights against Contractor either under this Agreement, at law or in equity.

5. Compensation

5.1 In addition to Section 3 Compensation in Exhibit C – GTC, the Contractor shall be compensated for the services provided under this Agreement as follows:

5.1.1 Contractor shall be compensated for services rendered and accepted under this Agreement and shall be paid monthly, in arrears on a not to exceed

basis, based upon the rates set forth in Exhibit E attached hereto and made a part of this Agreement.

6. Personnel

6.1 None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written agreement and shall be subject to each provision of this Agreement. Contractor shall provide subcontractor a copy of this fully executed Agreement.

6.2 Contractor agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement. The payment made to Contractor pursuant to this Agreement shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents, and subcontractors are entitled for performance of any work under this Agreement. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any workers' compensation insurance on behalf of Contractor. 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 such payments upon request.

6.3 Key Personnel: Because of the special skills required to satisfy the requirements of this Agreement, Contractor shall not reassign or replace key personnel without the written consent of the City, which consent the City will not unreasonably withhold. "key personnel" means those job titles and the persons assigned to those positions in accordance with the provisions of this Agreement. The City may at any time in writing notify Contractor that the City will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor shall immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of key personnel is found in Exhibit A, Scope of Services.

7. Reports and Information

Contractor shall at such times and in such forms as the City may require furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters are covered by this Agreement as specified in Exhibit A and Exhibit E.

8. Findings Confidential

All of the reports, information, data, et cetera, prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is required by applicable law or by proper legal or governmental authority, is already rightfully in the Contractor's possession without obligation of confidentiality, is independently developed by Contractor outside the scope of this Agreement or is rightfully obtained from third parties. Contractor shall give City prompt notice of any such legal or governmental demand and reasonably cooperate with City in any effort to seek a protective order or otherwise to contest such required disclosure.

9. Copyright

No materials, including but not limited to reports, maps, or documents produced as a result of this Agreement, in whole or in part, shall be available to Contractor for copyright purposes. Any such materials produced as a result of this Agreement that might be subject to copyright shall be the property of the City and all such rights shall belong to the City, and the City shall be sole and exclusive entity who may exercise such rights.

10. Deliverables

Contractor shall prepare or provide to the City various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the City. The City may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the City made this Agreement or for which the City intends to use the Deliverables. If the City determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, or if it is possible to do so, within 30 days after receipt of notice from the City specifying the failure, then the City, by written notice, may treat the failure as a default of this Agreement. Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the City. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

11. Applicable Laws

Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

12. Prevailing Wage

It shall be the responsibility of the Contractor to comply, when applicable, with the prevailing wage rates in accordance with the State of California Department of Industrial Relations. It shall further be the responsibility of the Contractor to monitor the prevailing wage rates as established by the California Department of Industrial Relations for any increase in rates during the term of this Agreement and adjust wage rates accordingly.

CONTRACTOR REGISTRATION REQUIREMENTS- Pursuant to Labor Code Section 1771.1(a): 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 Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of this section for an unregistered Contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the Contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Department of Industrial Relations- Contractor Registration information and web link: <https://www.dir.ca.gov/public-works/publicworks.html>. In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project may be subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit, as well as the City of Stockton.

EXHIBIT E
COMPENSATION SCHEDULE

The Contractor shall be compensated for the services identified in Exhibit A, Exhibit C, and Exhibit D to this Agreement as follows:

1. Project Price

1.1 The maximum the Contractors shall be paid on this Agreement is \$ 2,550,000 (hereafter the “not to exceed” amount). The “not to exceed” amount includes all payments to be made pursuant to this Agreement, including City approved reimbursable expenses, if any. Nothing in this Agreement requires the City to pay for work that does not meet the Standard of Performance identified in Exhibit D section 4 or other requirements of this Agreement.

1.2 Standard Reimbursable Items: Only the reimbursable items identified in Exhibit A, C, and D (Compensation), shall be compensated to the Contractor. Reimbursable expenses will be reimbursed without markup. Fees plus reimbursable expenses shall not exceed the amount set forth in section 1.1 of this Exhibit and a copy of the original invoice for the items listed in i, ii or iii below shall be attached to the invoice submitted to the City for reimbursement. Payments shall be based upon work documents submitted by the Contractor to the City and accepted by the City as being satisfactory to City’s needs. The City shall not pay a markup on any of the items listed in i, ii or iii. Additionally, items such as a telephone, fax, postage or freight are already included in the billable hourly rate. Contractor shall be reimbursed the direct expenses, which are the actual cost of the following items that are reasonable, necessary and actually incurred, by the Contractor in connection with the services:

- i. Expenses, fees or charges for printing, reproduction or binding of documents at actual costs with no markup added to the actual cost.
- ii. Any filing fees, permit fees, or other fees paid or advanced by the Contractor at actual costs with no markup added to the actual cost.
- iii. Travel expenses shall be reimbursed in accordance with the City’s travel policy, which is incorporated herein by reference. Reimbursement shall be made at actual costs with no markup added to the actual cost.

1.3 The Contractor shall be entitled to receive payments for its work performed pursuant to the Agreement. The City will pay Contractor based on invoices for acceptable work performed and approved until the “not to exceed” amount is reached. Thereafter, Contractor must complete services based on the Agreement without additional compensation unless there is a material change to the Statement of Work and Scope by a written Amendment.

1.4 If work is completed before the “not to exceed” amount is reached, the Contractor’s compensation will be based on the Contractor’s invoices previously submitted for acceptable work performed and approved.

1.5 Subcontractor Costs: Compensation for subcontractors shall be limited to the same restrictions imposed on the Contractor. Maximum markup Contractor may apply to subcontractor fees, minus reimbursable expenses, shall not exceed 20 %.

2. Task Price. Below is the price for the services and reimbursable expenses as described in Exhibit A of this Agreement.



**NEIGHBORHOOD SERVICES SECTION
STANDARD PRICES FOR ROTATING CONTRACTOR'S LIST**

ITEM DESCRIPTION		Proposed Fee
SECURING STRUCTURES/BOARD-UPS		
1	Plywood Board-Up: 4' x 8' Door/Opening (M: \$30.00)	\$125.00
2	Plywood Board-Up: 8' x 8' Double Door (M: \$60.00)	\$250.00
3	Plywood Board-Up: 2' 6" x 8' (or smaller) Window (M: \$15.00)	\$110.00
4	Plywood Board-Up: 4' x 4' (or smaller) Window/Opening (M: \$15.00)	\$115.00
5	Plywood Board-Up: 4' x 6' (or smaller) Window (M: \$30.00)	\$125.00
6	Plywood Board-Up: 4' x 8' (or smaller) Window (M: \$30.00)	\$140.00
7	Plywood Board-Up: 8' x 8' (or smaller) Window (M: \$60.00)	\$250.00
8	Plywood Per Piece: 15/32 4' x 8' (All Materials Only)	\$30.00
9	Plywood Per Piece: 3/4 4' x 8' (All Materials Only)	\$40.00
10	Lumber Per Piece: 2" x 4" x 8' (All Materials Only)	\$4.00
11	Lumber Per Piece: 2" x 6" x 8' (All Materials Only)	\$7.00
12	Lumber Per Piece: 2" x 8" x 8' (All Materials Only)	\$8.00
13	Lumber Per Piece: 4" x 4" x 8' (All Materials Only)	\$14.00
14	Labor cost per hour for items 8-13 (1 Hour Minimum)	\$95.00
FENCE REPLACEMENT/REPAIR		
15	Replace/Repair: Chain Link Fence (Per Foot)	\$50.00
16	Replace/Repair: Solid Wood Fence (Per Foot)	\$45.00
17	Labor cost per hour for items 15-16 (1 Hour Minimum)	\$95.00
GRAFFITI REMOVAL		
18	Remove: Graffiti (Per Square Foot/100 Sq. Ft Min)	\$3.00
19	Labor cost per hour for items 15-16 (1 Hour Minimum)	\$95.00



**NEIGHBORHOOD SERVICES SECTION
STANDARD PRICES FOR ROTATING CONTRACTOR'S LIST**

ITEM DESCRIPTION		Proposed Fee
YARD/LOT CLEAN UP		
20	Remove: Garbage, Junk, Debris, Weeds, & Other Shrubbery (Per Hour/On Site)	\$90.00
21	Dump Loads: Standard Trailer (6 Yards or 4' x 8' x 5') - FULL	\$155.00
22	Dump Loads: Standard Trailer (6 Yards or 4' x 8' x 5') - 3/4	\$130.00
23	Dump Loads: Standard Trailer (6 Yards or 4' x 8' x 5') - 1/2	\$105.00
24	Dump Loads: Standard Trailer (6 Yards or 4' x 8' x 5') - 1/4	\$55.00
25	Dump Loads: Additional Yards to Standard Trailer/Per Yard	\$25.00
26	Tire Disposal: Tire Only (Per Tire)	\$10.00
27	Tire Disposal: Tire with Rim (Per Tire)	\$15.00
OTHER		
28	Stand By Time (Flat Rate Approved by CEO/Per Hour)	\$90.00
29	Other Repairs (Negotiated Price)	
TOTAL AMOUNT		\$



**NEIGHBORHOOD SERVICES SECTION
STANDARD PRICES FOR EMERGENCY
SECURING/BOARD-UPS**

ITEM DESCRIPTION	Proposed Fee
SECURING STRUCTURES/BOARD-UPS	
1 Plywood Board-Up: 4' x 8' Door/Opening (M: \$30.00)	\$185.00
2 Plywood Board-Up: 8' x 8' Double Door (M: \$60.00)	\$310.00
3 Plywood Board-Up: 2' 6" x 8' (or smaller) Window (M: \$15.00)	\$170.00
4 Plywood Board-Up: 4' x 4' (or smaller) Window/Opening (M: \$15.00)	\$175.00
5 Plywood Board-Up: 4' x 6' (or smaller) Window (M: \$30.00)	\$185.00
6 Plywood Board-Up: 4' x 8' (or smaller) Window (M: \$30.00)	\$200.00
7 Plywood Board-Up: 8' x 8' (or smaller) Window (M: \$60.00)	\$310.00
8 Plywood Per Piece: 15/32 4' x 8' (All Materials Only)	\$30.00
9 Plywood Per Piece: 19/32 4' x 8' (All Materials Only)	\$40.00
10 Lumber Per Piece: 2" x 4" x 8' (All Materials Only)	\$4.00
11 Lumber Per Piece: 2" x 6" x 8' (All Materials Only)	\$7.00
12 Lumber Per Piece: 2" x 8" x 8' (All Materials Only)	\$8.00
13 Lumber Per Piece: 4" x 4" x 8' (All Materials Only)	\$14.00
14 Labor cost per hour for items 8-13 (1 Hour Minimum)	\$155.00
15 Remove: Debris (Per Hour/On Site)	\$125.00
16 Call Out Time (Flat Rate per Call)	\$250.00
17 Stand By Time (Flat Rate per Hour/Per Employee)	\$150.00
OTHER	
18 Other Repairs (Negotiated Price)	

5. Invoice to Address. Each invoice submitted shall identify the specific task(s) listed in Exhibit A and this Exhibit, and the completed work product/deliverable for the agreed upon price listed in this Exhibit. Itemized invoices shall be submitted by email to NSS as per Exhibit A.

EXHIBIT F

TIMELINE

1. Contractor shall complete the requested services identified in Exhibit A as follows:

1.1 **TIMELINE FOR COMPLETION OF WORK**

1.1.1 Timeline for completion of work will be determined by the project scope and decided by the City personnel in charge of the project through the term of the contract.