

File ID: 2026-00751

4/28/2026

[Contract] 2026 Relief Wells Inspection, Testing, and Rehabilitation

File ID: 2026-00751

Location: Citywide

Recommendation: Pass a **Motion** authorizing the City Manager or designee to execute a Professional Services Agreement with Kleinfelder, Inc. to rehabilitate, test, and inspect 66 relief wells for the Sacramento Area Flood Control Agency (SAFCA) Levee Maintenance Project (I14120300), for an amount not to exceed \$598,450.

Contact: Gary Gulseth, Project Manager, (916) 808-1415, ggulseth@cityofsacramento.org; Sherill Huun, Engineering & Water Resources Division Manager, (916) 808-1455, shuun@cityofsacramento.org; Dalia Fadl, Director, (916) 808-3765, dfadl@cityofsacramento.org; Department of Utilities

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Agreement

Description/Analysis

Issue Detail: Staff recommends the City Council approve an agreement with Kleinfelder Inc., for rehabilitation, testing, and inspection of 66 relief wells. Between 2006 and 2017, the United States Army Corps of Engineers (Corps) installed 66 relief wells along levees in the City of Sacramento (City) to relieve hydrostatic pressure in the substrata adjacent to levees. These wells are located along the east side of the Sacramento River and the north side of North Beach Lake (Morrison Creek). In July 2007, the City signed an agreement (City Agreement No. 2007-1307) with the Sacramento Area Flood Control Agency (SAFCA) to perform prescribed maintenance and testing per guidelines established by the Corps every five (5) years. The obligations from the 2007 agreement with SAFCA remain in force.

Policy Considerations: City Council approval is required for professional service agreements of \$250,000 or more per City Code 3.56.090.

Economic Impacts: None.

Environmental Considerations: This report concerns activities that have been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Sections 15301 and 15309. The activities consist of the operation, repair, maintenance of existing utility systems (CEQA Guidelines 15301) and inspections to check the performance of an operation, or quality, health, or safety of a project (CEQA Guidelines Section 15309).

Sustainability: The proposed project is consistent with the 2040 General Plan under policy PFS-4.4 as it rehabilitates, replaces, and expands critical infrastructure to ensure reliability and safety.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: On December 10, 2025, a Request for Proposal (RFP) (P25141311016) was advertised and issued on PlanetBids to solicit professional services for the rehabilitation, testing, and inspection of 66 relief wells. On the due date of January 14, 2026, four (4) proposals were received. After reviewing the proposals and scoring the consultants out of 105 total points, Kleinfelder, Inc. was selected to provide the requested services after the following ranking:

Ranking	Consultant	Points
1	Kleinfelder , Inc.	95
2	Bartley Pump, PM. LLC	78
3	Living Water Industries LLC	75
4	Roadrunner Drilling & Pump Company, Inc.	73

A four (4)-member evaluation team that included staff from the Department of Utilities (DOU), evaluated the proposals. Kleinfelder, Inc. was the top-ranked firm.

Financial Considerations: The proposed agreement is for an amount not to exceed \$598,450. Sufficient funding exists in the SAFCA Levee Maintenance Project (I14120300, Fund 6211) to award the agreement.

There are no General Funds allocated or planned for this project.

Local Business Enterprise (LBE): Kleinfelder, Inc. is an LBE.

Background: The United States Army Corps of Engineers (Corps) has installed 66 relief wells near the toes of the Sacramento River levee and North Beach Lake (Morrison Creek) levee. The purpose

of the relief wells is to reduce the potential for embankment instability by relieving hydrostatic pressures in the embankments and underlying soil substrata. Six (6) relief wells were installed in 2006 at Pioneer Reservoir (2100 Front Street), ten (10) relief wells were installed in 2004 at Sump 132 (7520 Pocket Road), and fifty (50) relief wells were installed in 2005 at North Beach Lake near Sump 89 (Delta Shores development).

In July 2007, the City signed an agreement with the Sacramento Area Flood Control Agency (SAFCA) to perform prescribed maintenance and testing per guidelines established by the Corps, and to monitor their operation during high river levels. Condition assessment and performance testing of each well is recommended every 5 years. The DOU has developed an ongoing program to meet these requirements. The obligations from the 2007 agreement with SAFCA remain in place.

All 66 relief wells were inspected, tested, and rehabilitated (where necessary) in 2021. The wells at Pioneer Reservoir, North Beach Lake, and Sump 132 were previously tested in 2015, 2010, and 2007, respectively. The Sump 132 and North Beach Lake relief wells were also inspected in 2018. In this current agreement, all 66 relief wells will again be inspected, tested, and rehabilitated (where necessary).

CONTRACT #: PRC0004127
CONTRACT NAME: 2026 Relief Wells Inspection, Testing and Rehabilitation
AGREEMENT TERM: Execution through 12/31/2026
AUTHORIZED RENEWALS: None
DEPARTMENT/DIVISION: Department of Utilities/Engineering and Water Resources

PROJECT: I14120310
NOT-TO-EXCEED AMOUNT: \$598,450
SOLICITATION: P25141311016
LBE (Y/N): Y
COUNCIL FILE ID: 2026-00751

CITY OF SACRAMENTO

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

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

Kleinfelder, Inc.
3130 Kilgore Road, Suite 200, Rancho Cordova, CA 95670
Phone 916-366-1701/Fax 916-366-7013/jzilles@kleinfelder.com

(“CONTRACTOR”), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

- 1. Effective Date.** This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.
- 2. Contract Documents.** All exhibits and documents attached or referred to in this Contract are incorporated as if set forth herein, including Exhibit A (titled “Scope of Services”) and Exhibit B (titled “Payment”).

If there is a conflict between the terms and conditions of any document prepared or provided by the Contractor and made a part of this Contract and the other terms or conditions of the Contract, the other terms and conditions of the Contract control.

- 3. Services.** Subject to the terms and conditions set forth in this Contract, CONTRACTOR shall provide to CITY the services described in Exhibit A (“Services”).

CONTRACTOR will not be compensated for services outside the scope of Exhibit A (“Additional Services”) unless, before providing Additional Services: (a) CONTRACTOR notifies CITY and CITY agrees that the Additional Services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these Additional Services; and (c) CITY, after notice, approves in writing a Supplemental Contract specifying the Additional Services and the amount of additional compensation to be paid Contractor.

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

4. **Payment.** CITY shall pay CONTRACTOR at the times and in the manner set forth in Exhibit B. CONTRACTOR shall submit all invoices to CITY in the manner specified in Exhibit B.
5. **Facilities and Equipment.** Except as set forth below, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment required for CONTRACTOR to perform this Contract. CITY shall furnish to CONTRACTOR only the facilities and equipment listed below, if any.
6. **Insurance.** Contractor shall, at its sole cost and expense, maintain the insurance coverage described in the attached Exhibit C.
7. **General Conditions.** Contractor shall comply with the terms and conditions set forth in the attached Exhibit D.
8. **Additional Requirements for Surveying, Material Testing, and Inspection Services.** If this Contract includes any land surveying, material testing, or inspection services provided for a City construction project, during the design, pre-construction, construction, or post-construction phases of the project, the Contractor and any subcontractor or subconsultant performing any such services shall comply with the provisions specified in Exhibit E.
9. **Non-Discrimination in Employee Benefits.** This Contract may be subject to Sacramento City Code chapter 3.54, Non- Discrimination in Employee Benefits by City Contractors. A summary of the requirements, entitled "Requirements of the Non-Discrimination in Employee Benefits Code (Equal Benefits Ordinance)," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.54. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance.

Contractor's violation of Sacramento City Code chapter 3.54 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

10. **Considering Criminal Conviction Information in the Employment Application Process.** This Contract may be subject to the requirements of Sacramento City Code chapter 3.62, Procedures for Considering Criminal Conviction Information in the Employment Application Process. A summary of the requirements, entitled "Ban-The-Box Requirements," can be viewed at:

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

The Ban-The-Box Requirements are applicable to certain contracts with the City in an amount of \$250,000 or more (either initial value or total value after amendment) or if the total value of all Contractor's contracts with the City is \$250,000 or more over a 12-month period.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.62. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.62 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.62.

Contractor's violation of Sacramento City Code chapter 3.62 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

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

<https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>.

Contractor acknowledges and represents that Contractor has read and understands these requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.64. If requested by City, Contractor shall promptly provide any documents and information required by City to verify Contractor's compliance. Contractor shall require applicable subcontractors to fully comply with all applicable requirements of Sacramento City Code chapter 3.64 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.64.

Contractor's violation of Sacramento City Code chapter 3.64 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

12. **Authority.** The person signing this Contract for CONTRACTOR represents and warrants that he or she has read, understands, and agrees to all the Contract terms and is fully authorized to sign this Contract on behalf of the CONTRACTOR and to bind the CONTRACTOR to the performance of the Contract's obligations.

[Signature Pages Follow Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Gary Gulseth/Senior Engineer
1395 35th Ave., Sacramento, CA 95822
Phone: 916-808-1415/E-mail: ggulseth@cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Joe Zilles/Principal Geologist/Project Manager
313 Kilgore Rd., Rancho Cordova, CA 95670
Phone: 916-719-6107/E-mail: jzilles@Kleinfelder.com*

Unless otherwise provided in this Contract, all Contractor questions and correspondence pertaining to this Contract must be addressed to the City Representative. All City questions and correspondence must be addressed to the Contractor Representative.

- 2. Scope of Services.** Contractor shall provide Services to City as set forth in Attachment 1 to this Exhibit A.
- 3. Time of Performance.** The Services described in this Contract shall be provided through December 31, 2026. Contractor shall provide the Services in accordance with any schedule in Attachment 1 to this Exhibit A. Contractor shall immediately notify the City if Contractor is unable to make delivery of Goods or perform Services in compliance with this Contract.
- 4. Conflict of Interest Requirements.** The individual(s) who will provide Services pursuant to this Contract are "Consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code: ___ yes ___X___ no [check one]

Contractor shall cause the following to occur within 30 days after execution of this Contract:

- (A) Identify the individuals who will provide Services or perform Work under this Contract as "Consultants"; and
- (B) Cause these individuals to file with the City Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Contract, Contractor shall cause these individuals to file with the City Representative annual statements of economic interests and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code. The City may withhold all or a portion of any payment due under this Contract or impose fines on the individuals until all required statements are filed.

TASK 1: WELL REHABILITATION

- The selected firm shall provide all personnel, equipment, materials, and energy necessary to inspect the wells. Any field services for this project are restricted to the period between May 1st and September 30th.
- **Well Head Inspection** – Each well head shall be disassembled to assess its condition and provide access to the well for additional activities. Visual inspection shall be performed for the manholes, well heads, piping, valves, flap gates, gaskets, well guards, and cover plates. Determine the depths to water and total depths of each well to evaluate if deposition of sand or other materials has occurred. Reassembly shall include installation of new gaskets and re-labeling/stenciling of well identification information if needed.
- **Video Inspection of Each Well** – Video inspection shall be used to assess each well’s condition before and after rehabilitation. The purpose of the video inspection will be to document the condition of the casings, welds, screens, and to evaluate the impact any biofouling or deposits is having in reducing water flow into the well. In addition, any visible sediment accumulation shall be properly documented according to Section 11-6 of the U.S. Army Corps of Engineers’ **Engineer Manual 1110-2-1914 dated March 7, 2025 (the Manual)**. The video inspections shall be performed as follows:
 - Prior to video inspection of the well, sediment within the well shall be removed and water in the well shall be cleared of excess turbidity according to Section 11-5 of the Manual.
 - A well inspection camera consisting of a high-resolution lens with zoom capabilities that provide both axial (downhole) and radial (side view) perspectives shall be used. The side view camera lens shall also rotate 360 degrees. A centralizing device shall be used to keep the camera away from the casing sidewall and as close as possible to the center of the well.
 - A camera with a sufficiently bright light source should be used to clearly illuminate the well casing and screen from the side view perspective. The camera should also have a sufficiently bright light source in the downhole perspective to clearly illuminate the surrounding environment for a downhole distance of at least three-foot distance.
 - A downhole view shall be maintained while descending through the well with use of side scan views as necessary to inspect areas for potential casing or screen damage until the bottom of the well is reached. A side scan view with slow continuous rotation shall be maintained while ascending at a rate no greater than 0.1 feet per second through the well with stops as necessary to inspect areas for potential casing or screen damage until the top of the well is reached (video to continue above the water level). The Contractor shall provide two copies of the video log on an electronic storage device (flash drive or portable hard drive) to the Engineer within five (5) days of completing the video. A written report shall accompany any video observations documenting findings for each well according to Section 11-6 of the Manual.

- The camera inspection system shall include the capability to imprint text onto the video media to document well name, date, continuous displayed camera depth, and observations during the video inspection.

TASK 2: PUMPING TEST OF EACH WELL

- The selected firm shall provide constant rate pumping tests appropriate for achieving the highest historical pumping rate for the well.
- Pumping tests are not permitted during or immediately after rain events or for any well that is discharging during high river, creek or canal levels. Written approval from the City's project manager shall be acquired prior to the commencement of any pumping tests.
- Pump testing must be performed by a California licensed (C-57) well contractor and according to the Manual. All activities must comply with the current City of Sacramento's Standard Specifications. Discharges from pump testing must comply with the City's National Pollutant Discharge Elimination System Municipal Separated Storm Sewer Permit.
- Monitoring shall be performed and equipment used to ensure turbidity levels of the discharge do not exceed 100 NTUs (Nephelometric Turbidity Unit). An above-ground settling tank shall be used to capture any sediment in the discharge (minimum volume 1,000 gallons).

- The pump testing shall be performed as follows:
 - Provide, install and operate all pumps, flow meters, throttling devices, valves, sampling ports, piping, power supplies, measuring instruments, well probes, transducers, timing equipment, and the discharge water conveyance system as necessary to properly conduct the pumping tests. An accurate, in-line flow meter which reads both instantaneous and cumulative discharge shall be used.
 - Measure and record static water levels in each well hourly for 24 hours prior to conducting test pumping. Water level measuring device precision shall be within 0.01 feet.
 - If static water level data collected in the 24 hour period prior to the pump test indicates the presence of tidal influences on water levels in the well, then water level monitoring shall be conducted simultaneously with pump testing by monitoring water levels in a well outside of the zone of influence of the testing (within the same project site) in order to provide data necessary to eliminate tidal influences from the data set. If a well meeting these requirements is not available, then the additional static water measurements should occur for 72 hours prior to the pump test and/or local stream gage data may be used, if available. The selected firm may provide an alternative method for removing tidal influences from the dataset.
 - Prior to the start of pump testing a well, the static water level of the well selected for testing must be fully recovered from the drawdown resulting from pumping of an adjacent well.

- Upon startup, an attempt must be made to adjust the pumping rate to the highest and most recent pump testing flow rate achieved when the well was last tested (2021). The dataset from last tested will be provided by the City. During the adjustment process, the pumping rates and resulting water levels shall be monitored and recorded. Recording intervals shall be one minute for the first 10 minutes, every 5 minutes for the next hour, and every 10 minutes for the remainder of the test. A Rossum sand tester shall be used to establish the sand content of the discharge and the cumulative amount recorded at each interval.
- The pumping water level shall not be allowed to fall so low that the pump cavitates. If pump cavitation occurs, pumping shall cease and water levels in the well shall be allowed to recover to within 90 percent of the initial static water level. Following recovery, the pumping test may resume, and the pumping rate shall be reduced to eliminate cavitation. The well shall be pumped at the adjusted rate for a minimum of 1-hour with the pumping water level monitored and recorded every 5-minutes after the flow adjustment. The test shall be performed for a minimum of 2 hours and continue until the pumping water level stabilizes such that the water level does not drop more than 0.05 foot per 15 minutes, or the test reaches 4 hours in length.
- At the conclusion of the test, the water level shall be recorded every 5 minutes until the water level reaches 90 percent of the previously recorded static water level.

TASK 3: WELL REHABILITATION & RE-TEST (IF SCR ≤ 80%)

- The selected firm shall provide all personnel, equipment, materials, and energy necessary to rehabilitate the wells identified in this contract if pre-rehabilitation pump tests indicate a Specific Capacity Ratio (SCR) of 80 percent or less. If rehabilitation is deemed necessary, discharged waters shall be treated prior to disposal (e.g. filtered). All well rehabilitation must be performed by a California licensed (C-57) well contractor and according to the Manual.
- **Pre-Rehabilitation Activities – Assessment and Decision Point**
 - Prior to initiating rehabilitation activities, a pump test shall be performed and evaluated on each well per Section 11-5 & 11-6 of the Manual.
 - Simultaneously, the bottom of each well shall be tagged and the volume of sediment in the well shall be determined. The determined volume of sediment shall be removed from the well.
 - Decision Point: If the determined SCR is greater than 80 percent, the well shall be considered adequately performing, and further mechanical brushing, airlifting, or surging rehabilitation activities, as described below, shall not be performed. If the SCR is 80 percent or less, the following rehabilitation activities shall be initiated according to Section 11-6 of the Manual.

- **Mechanical Brushing (If SCR ≤ 80%)**
 - Removal of material in the well shall be accomplished by brushing and pumping (or airlifting). Any oil floating on the water surface shall be removed before work begins and discharged offsite at a permitted facility.
 - Brushing and sediment removal shall be performed in a single trip down the well. Mechanical cleaning shall be accomplished with nylon brushes that provide coverage of the well side wall without damage by gouging or scratching the surface.
 - Simultaneously with the brushing, water shall be removed by pumping or airlifting. The rate of brushing shall not exceed 10 feet per hour below the static water level, and brushing shall progress from the shallowest to deepest portions of the well.
 - The rate of pumping or airlifting shall be no less than 200 gallons per minute (gpm).
 - Once the brushing is complete, sediment accumulated in the bottom of the well shall be removed by pumping or airlifting. The sediment removal process shall continue until the discharge is visibly clear.
- **Isolation Pumping/Surging within the Screen Interval (If SCR ≤ 80%)**
 - The selected firm shall isolate pumping/surging within the screen interval at a rate of approximately 35 gpm using a 2-foot-long isolation/swabbing tool moved over a 4-foot zone to remove loosened sediment, biofoul, and encrustations from the well.
 - The swabbing tool (double surge block) shall be sized to allow approximately one inch of clearance between the tool (surge block circumference) and the screen. The swabbing shall begin slowly and progress to a faster action only when doing so does not damage the well.
 - The swabbing shall progress in 10-foot sections from the shallowest to deepest portions of the well. The amount of settleable solids in the discharge shall be evaluated as the swabbing progresses. The process shall continue for at least 60 minutes per 10-foot section.
 - The process shall continue for each screened interval until the discharge is visibly clear and contains less than 10 ppm settleable solids, as estimated using an Imhoff cone (one-tenth of the 0.1 ml division, per California Groundwater Association Article 230)
- **Disposition of Discharge Water**
 - The discharge water generated during rehabilitation (if performed) shall be handled by incorporating “Best Management Practices (BMP’s) that shall include discharging into a 500-gallon poly tank, followed by pumping into a 3,500-gallon compartmentalized weir tank where solids are to settle.

- No turbid discharge shall be permitted to enter the drainage canal at any time during assessment or rehabilitation work. Any discharged water that is visibly contaminated shall be contained and discharged offsite at a permitted location.
- To ensure the effectiveness of the rehabilitation procedures, pump tests shall be performed on the wells following rehabilitation. The pump test shall follow the same procedures and standards outlined in Task 2.

TASK 4: RELIEF WELL CAP REPAIR

- The existing bottom well plugs on wells RW-11 and RW-25 at North Beach Lake are broken, creating an open condition at the bottom of each well that allows soil migration through the well base. The purpose of Task 4 is to repair or replace the damaged plugs at each well. Following repair or replacement, the wells shall be inspected, tested, and rehabilitated as described in Tasks 1, 2, and 3. The selected firm shall propose a written procedure for the repair or replacement of the damaged plugs for approval by the Engineer.
- Previously, the approved method for relief well repair was liner installation. The existing wells are constructed of PVC. If liner installation is proposed, the liner material and well screen openings shall match the original well unless otherwise approved by the Engineer. The liner shall extend the full depth of the well and have an outer diameter approximately equal to the inner diameter of the original well casing. The liner size may be subject to change based on future assessment. The liner shall be secured to the original well using at least three equidistantly spaced stainless-steel screws at the top of the well, positioned to avoid interference with the dynamic well cap. Screw holes shall be pre-drilled to prevent cracking during installation. Rubber gaskets may be installed between the liner and the original well to maintain a uniform gap (optional). The existing dynamic well cap basket may not fit in the lined wells due to reduced diameter; assume a new dynamic well cap basket for each well is required.

TASK 5: PROJECT COMMUNICATION

- The selected firm shall schedule several meetings during project implementation, including a kickoff meeting and bi-weekly coordination calls. The firm selected shall also provide monthly progress reports that include descriptions of work completed, upcoming work, and schedule updates. The selected firm shall also participate in other general project communication as needed.

TASK 6: DELIVERABLES

- **Interim Deliverables**
 - After field work at each of the three project sites is completed, a summary of the rehabilitation results shall be provided. The three (3) preliminary reports shall be provided electronically in MS WORD with any supporting data provided in MS EXCEL. The reports should be provided within 10 business days of completing the fieldwork at the report's respective site.

- The following documentation shall be included in each report:
 - ❖ Summary of work efforts completed.
 - ❖ Summary results for rehabilitation work in each well.
 - ❖ Preliminary recommendations for any additional work efforts that may be required.
- **Final Deliverables**
 - A final report shall be provided at the completion of the project. Two bound hard copies and an electronic copy of the report in MS WORD shall be provided, including copies of video logs and other field documentation. Also, an electronic copy in MS EXCEL of all pump testing data shall be provided.
 - The final report and associated data interpretations shall be reviewed, approved, and stamped by a California-licensed Professional Geologist (PG) or a California-licensed Professional Engineer (PE) in accordance with the California Business and Professions Code.
 - The PG or PE shall be in responsible charge of evaluating performance data, Specific Capacity Ratio (SCR) results, and any hydrogeologic interpretations presented in the report. The PG's or PE's name, license number, and signature shall appear on the title page of the final report.
 - The following documentation shall be included in the report:
 - ❖ Introduction
 - ❖ Summary of rehabilitation and inspection efforts
 - ❖ Description of the observations encountered during the inspection and pump testing
 - ❖ Pump testing results, including specific capacity of the wells and comparison of pre- and post-test results and with prior specific capacity data
 - ❖ Copies of the daily field reports for the services and work performed
 - ❖ Test pumping records
 - ❖ Recommendations for future maintenance
 - ❖ Flash drive or hard drive with each video inspection, along with a written summary report

EXHIBIT B

PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the provision of Services as set forth in Exhibit A, including any authorized reimbursable expenses, shall not exceed the total sum of \$ 598,450. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Billable Rates.** Contractor shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum, or other basis, as set forth in Exhibit A or Attachment 1 to this Exhibit B and any applicable special provisions included in the request for bids or proposals. If there is a conflict between Exhibit A or Exhibit B and the Special Provisions, Exhibit A or Exhibit B controls.
3. **CONTRACTOR's Reimbursable Expenses.** "Reimbursable Expenses" are limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper satisfaction of the Contract and are only payable if specifically authorized in advance in writing by the City. No charges or markup will be allowed unless specified in the Contract, including charges for travel and transportation.
4. **Payments to CONTRACTOR.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. Invoices must be submitted to either of the addresses specified below.
 - (1) Email. Submit email invoices and any attachments to:
apinvoices@cityofsacramento.org
 - (2) Postal Mail. If emailing is not an option, mail to:
A/P Processing Center
City of Sacramento
915 I Street, Floor 4
Sacramento, CA 95814-2608
 - C. All invoices submitted by CONTRACTOR must contain the following information:
 - (1) Job/Project Name
 - (2) CITY's current Purchase Order Number
 - (3) CONTRACTOR's Invoice Number
 - (4) Date of Invoice Issuance

- (5) Work Order Number (if applicable)
- (6) CITY representative identified on the Purchase Order
- (7) CONTRACTOR's remit address
- (8) Description of services billed under Invoice
- (9) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (10) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Services and Reimbursable Expenses. Invoices that do not conform to the format outlined above will be returned to CONTRACTOR for correction. CITY is not responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described above.

- 5. **Additional Services.** Additional Services shall be provided only when a Supplemental Contract authorizing the Additional Services is approved in writing by the City in accordance with the City's contract amendment procedures. The City reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform the Additional Services.
- 6. **Accounting Records of CONTRACTOR.** During performance of this Contract and for a period of three years after completion of performance, CONTRACTOR shall maintain all accounting and financial records related to this Contract, in accordance with generally accepted accounting practices, including records of Contractor's costs for performance under this Contract and records of Contractor's Reimbursable Expenses. Contractor shall keep and make records available for inspection and audit by representatives of the CITY upon reasonable written notice.
- 7. **Tax Payments.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of the payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this section.

ATTACHMENT 1 TO EXHIBIT B

I. COMPENSATION AND PAYMENT

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

2. If a substitution involves Key Staff, CONTRACTOR shall request and justify the need for substitution and obtain written approval from CITY Project Manager. The justification shall include a resume of the proposed new Key Staff.

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

No work shall commence until written approval by the CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of approval by the City, shall not be reimbursed.

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

No work shall commence until the Supplemental Agreement is executed and written notification has been provided by CITY Project Manager. Any work not in compliance with the above, and performed prior to the date of the execution of the Supplemental Agreement by the City, shall not be reimbursed.

G. Monthly Invoices

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

6. CONTRACTOR shall not add a mark-up to SUBCONTRACTORS for professional services or other direct costs included in the approved 10-H form(s).
 - a. Cost of equipment must not exceed State of California, California State Transportation Agency, Department of Transportation, Division of Construction Labor Surcharge and Equipment Rental Rates effective time of work is performed.
7. Invoices for approved monthly services shall be submitted by CONTRACTOR and received by CITY Project Manager within 45 calendar days of the completion of the approved monthly services specified in the Task, Budget, and Billing Summary.

II. COST PRINCIPLES

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

III. CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose any financial, business, or other relationship with CITY that may have an impact upon the outcome of this contract, or any ensuing CITY construction project. CONTRACTOR shall list current clients who may have a financial interest in the outcome of this contract, or any ensuing CITY construction project, which will follow.
- B. CONTRACTOR certifies that it does not now have, nor shall it acquire in the future, any financial or business interest that would conflict with the performance of services under this contract.

- C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article III.
- D. CONTRACTOR certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. Except for SUBCONTRACTORS whose services are limited to providing surveying or materials testing information, no SUBCONTRACTOR who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

IV. PROVISIONS FOR REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

- A. CONTRACTOR certifies to the best of his or her knowledge and belief that:
 - 1. No state, federal or CITY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

VI. AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by CITY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by CITY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by CITY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

D. CONTRACTOR and SUBCONTRACTORS' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONTRACTOR's responsibility to

ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by CITY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by CITY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

VII. SUBCONTRACTING

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

VIII. RETENTION OF RECORDS/AUDIT

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

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

CITY OF SACRAMENTO 10-H FORM

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

CONTRACTOR Name: **Kleinfelder, Inc**

Date: **2/19/2026**

Project Name: **2026 Relief Well Inspection Testing and Rehab**

Project #:

Fringe Benefit % + ***Overhead %** = **Combined %**
56.90% + **93.15%** = **150.05%**

Profit %: **12.00%**

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

Key Staff	Prevailing Wage	Classification	Name	Actual Base Hourly Rate Paid to Employee For Reference Only (Does not include any Fringe or OH)	Actual Fully Loaded Rate For Reference Only (Includes Fringe, OH & Profit)	Approved Flat Hourly Billing Rate	OT 1.5x Negotiated Flat Hourly Billing Rate	OT 2x Negotiated Flat Hourly Billing Rate
X		Senior Principal Professional	Steven Wiesner	\$110.59	\$309.71	\$309.71	N/A	N/A
X		Senior Principal Professional	Joe Zilles	\$89.11	\$249.56	\$249.56	N/A	N/A
		Senior Professional	Justin Crose	\$69.78	\$195.42	\$195.42	N/A	N/A
		Senior Professional	Darryl Berberi-Hill	\$62.57	\$175.23	\$175.23	\$262.85	\$350.46
		Staff Professional II	Jordan Annand	\$43.92	\$122.98	\$122.98	\$184.46	\$245.95
X		Principal Professional	Robert Kovacs	\$84.52	\$236.70	\$236.70	N/A	N/A
X		Senior Principal Professional	Jim Finegan	\$89.18	\$249.75	\$249.75	N/A	N/A
X		Health & Safety Manager II	Chris Chan	\$86.43	\$242.05	\$242.05	N/A	N/A
		Professional	Erin Abendroth	\$38.43	\$107.63	\$107.63	\$161.44	\$215.25
		Professional	Issac Rubalcava	\$37.01	\$103.65	\$103.65	\$155.47	\$207.30
		Staff Professional II	Sarah Sheridan	\$44.10	\$123.50	\$123.50	N/A	N/A
		Senior Professional	Jay Zlotkowski	\$62.73	\$175.68	\$175.68	N/A	N/A
		Staff Professional I	Edrei Espinosa	\$38.65	\$108.24	\$108.24	N/A	N/A
		Administrative Specialist	Colleen Tissue	\$34.05	\$95.36	\$95.36	N/A	N/A
		Project Controls Manager	Kate Casedei	\$76.97	\$215.56	\$215.56	N/A	N/A
		Senior Administrative Specialist	Amber Klomp	\$40.02	\$112.08	\$112.08	N/A	N/A
		Project Controls Specialist	Mia Fraser	\$37.74	\$105.69	\$105.69	N/A	N/A
X		Soils/Asphalt Technician (PW)	Soils/Asphalt Technician	\$88.29	\$247.26	\$247.26	\$322.46	\$397.62
X		Bldg Const Inspector (PW)	Bldg Const Inspector	\$95.99	\$268.83	\$268.83	\$354.80	\$440.75
X		Soils/Asphalt Technician (PW Second Shift)	Soils/Asphalt Technician SS	\$95.00	\$266.05	\$266.05	\$350.63	\$435.21
X		Bldg Const Inspector (PW Second Shift)	Bldg Const Inspector SS	\$103.66	\$290.31	\$290.31	\$387.01	\$483.71

Other Direct Costs (ODC) Items and Rates	Estimated ODC Budgets Shall Be Included in Cost Proposal.	Description	Rate	Total
		Mileage	0.725	\$ 3,040.00
Field Supplies	12.5	\$ 875.00		
Confined Space Equipment	2000	\$ 2,000.00		
Data Logger	1500	\$ 1,500.00		
		\$ -		
		\$ -		
		TOTAL	\$ 7,415.00	

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

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

CONTRACTOR/SUBCONTRACTOR'S AUTHORIZED PERSON SIGNATURE

(type/print name here)

EXHIBIT C

INSURANCE

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

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

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

- 2. General Liability Minimum Scope and Limits of Insurance Coverage.** Commercial General Liability Insurance is required providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage, and personal injury, arising out of activities performed by or on behalf of the Contractor and subcontractors, products and completed operations of Contractor and subcontractors, and premises owned, leased, or used by Contractor and subcontractors, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy. If a general aggregate limit applies, either the general aggregate limit shall apply separately (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of: activities performed by or on behalf of Contractor and subcontractors; products and completed operations of Contractor and subcontractors; and premises owned, leased, or used by Contractor and subcontractors.

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

 X Automobile Liability Insurance is required providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.

The City, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

___ No automobile liability insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that a motor vehicle will not be used in the performance of any work or services under this agreement. If, however, Contractor does transport items under this Contract, or this Contract is amended to require any employees of Contractor to use a vehicle to perform services under the Contract, Contractor understands that it must maintain and provide evidence of Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the Contractor.”

4. **Excess Insurance.** The CONTRACTOR may use Umbrella or Excess Policies to meet the required liability limits. This form of insurance will be acceptable provided that any umbrella or excess policies provide all of the insurance coverages required and meet the other requirements for the primary policies as set forth in this Agreement. Umbrella and/or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided in the underlying primary policy.

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

5. **Workers' Compensation Minimum Scope and Limits of Insurance Coverage.** *(Check the applicable provision.)*

X Workers' Compensation Insurance is required with statutory limits and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Workers' Compensation policy shall include a waiver of subrogation in favor of the City.

___ No work or services will be performed on or at CITY facilities or CITY Property, therefore a Workers' Compensation waiver of subrogation in favor of the CITY is not required.

___ No Workers' Compensation insurance is required, and by signing this Contract, Contractor certifies as follows:

“Contractor certifies that its business has no employees, and that it does not employ anyone, and is therefore exempt from the legal requirements to provide Workers' Compensation insurance. If, however, Contractor hires any employee during the term of this Contract, Contractor understands that Workers' Compensation with statutory limits and Employer's Liability Insurance

with a limit of not less than one million dollars (\$1,000,000) is required. The Workers' Compensation policy will include a waiver of subrogation in favor of the City."

6. Professional Liability Minimum Scope and Limits of Insurance Coverage. Professional Liability Insurance for errors and omissions, or malpractice with limits of not less than one million dollars (\$1,000,000):

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

- a. If Professional Liability insurance is provided on a claims made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

7. Other Insurance Provisions. The policies must contain, or be endorsed to contain, the following provisions:

- A. Contractor's insurance coverage, including excess insurance, shall be primary and non-contributory insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers will be in excess of Contractor's insurance and will not contribute with it.
- B. Any failure to comply with reporting provisions of the policies will not affect coverage provided to the City, its officials, employees or volunteers.
- C. Coverage shall state that Contractor's insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Contractor shall provide the City with 30 days written notice of cancellation or material change in the policy language or terms.

8. Waiver of Subrogation. CONTRACTOR hereby grants to City a waiver of any right to subrogation which any insurer may acquire against the City by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from an insurer.

9. **Acceptability of Insurance.** Insurance must be placed with insurers with a Bests' rating of not less than A:VI. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Exhibit C must be declared to and approved by the City in writing before execution of this Contract.

10. **Verification of Coverage.**

A. Contractor shall furnish City with certificates and required endorsements evidencing the insurance required. Certificates of insurance must be signed by an authorized representative of the insurance carrier. Copies of policies shall be delivered to the City Representative on demand.

B. Contractor shall send all insurance certificates and endorsements, including policy renewals, during the term of this Contract directly to:

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

C. Certificate Holder must be listed as:

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

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

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

EXHIBIT D

GENERAL CONDITIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel will be entitled to any benefits payable to CITY employees. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Contract, and CONTRACTOR will be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Contract or by reason of the nature and/or performance under this Contract.
- B. It is further understood and agreed by the parties that CONTRACTOR, in the performance of its obligations, is subject to the City's control and direction as to the designation of tasks to be performed and the results to be accomplished under this Contract, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing the results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Contract, this use will be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that the use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Contract, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Contract. As used in this Contract, "sole discretion" or "sole judgment" means that the party authorized to exercise its discretion or judgment may do so based on an unfettered assessment of its own interests, without considering how its decision affects the other party, and unconstrained by the implied covenant of good faith and fair dealing.
- C. If, in the performance of this Contract, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as otherwise provided in this Contract, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR will issue W-2 or 1099 Forms for income and employment tax purposes for all CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this section will survive any expiration or termination of this Contract. Nothing in this Contract creates an exclusive relationship between CITY and

CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by any additional persons or companies so long as CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has, and shall maintain at all times during the term of this Contract at its sole cost and expense, all licenses, permits, qualifications, and approvals of any nature that are legally required for CONTRACTOR to practice its profession or fulfill the terms of this Contract, including a City Business Operations Tax Certificate and any required certification issued by the California Secretary of State.
3. **Time.** Time is of the essence in the performance of this Contract. CONTRACTOR shall devote the necessary time and effort to its performance under this Contract. Neither party will be considered in default of this Contract, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or will acquire any interest, directly or indirectly, that would conflict in any manner with the CITY's interests or that would in any way hinder CONTRACTOR's performance under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest will be employed by it as an officer, employee, agent or subcontractor, without the City's written consent.

CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the City's interests during the performance of this Contract. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any former City officer or employee shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission, or committee.

6. **Hazardous Substances.** "Hazardous Substances" means any substance, material, waste, or other pollutant or contaminant that is or becomes designated, classified, or regulated as hazardous or toxic under any law, regulation, rule, order, decree, or other governmental requirement now in effect or later enacted. If Contractor is shipping Hazardous Substances, Contractor must supply a Safety Data Sheet ("SDS") with the first shipment of Hazardous Substances to each City location receiving the Hazardous Substances. If the content of an SDS is revised, Contractor must provide a revised SDS to each City location receiving Hazardous Substances.
7. **Confidentiality of CITY Information.** During performance of this Contract, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes,

trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY.

CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the City's prior written consent.

In addition, CONTRACTOR must comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this section is a material violation of this Contract and shall justify legal and equitable relief.

8. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR under this Contract. In this Contract, the term "information" means and includes: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR under this Contract infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten days after CITY is served with any such claim, action, lawsuit or other proceeding. However, City's failure to provide notice within the ten-day period does not relieve CONTRACTOR of its obligations hereunder, which survive any termination or expiration of this Contract.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with Contractor's performance, will be disclosed upon receipt of a request for disclosure, in accordance with the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR will then have five days from the date it receives notice to petition the court for a protective order to prevent the disclosure of the information. The CONTRACTOR shall have sole responsibility for defense of the actual

“trade secret” designation of such information.

D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and seek a protective order, in accordance with the provisions of subsection C, above, constitutes a complete waiver by CONTRACTOR of any rights regarding the information designated “trade secret” by CONTRACTOR, and the information will be disclosed by CITY in accordance with the Public Records Act.

9. Notification of Material Changes in Business. Contractor agrees that if it experiences any material changes in its business, including a reorganization, refinancing, restructuring, leveraged buyout, bankruptcy, name change, or loss of key personnel, it will immediately notify the City of the changes. Contractor also agrees to immediately notify the City of any condition that may jeopardize the scheduled delivery or fulfillment of Contractor's obligations to the City under this Contract.

10. Standard of Performance. CONTRACTOR shall perform in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California and in compliance with all requirements of this Contract.

CONTRACTOR shall assign only competent personnel to perform on its behalf under this Contract. CONTRACTOR must notify the CITY in writing of any changes in CONTRACTOR's staff assigned to perform under this Contract, before any performance by the new staff member. If the CITY, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. CONTRACTOR shall immediately remove the assigned person upon receipt of the notice.

11. Performance or Different Terms and Conditions. The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.

12. Emergency/Declared Disaster Requirements. If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption

13. Term; Suspension; Termination.

- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately suspend its activities under this Contract, as specified in the notice.
- C. The CITY shall have the right to terminate this Contract at any time by giving a written notice of termination to CONTRACTOR. Upon receipt of such notice, CONTRACTOR shall immediately cease performance under this Contract as specified in the notice. If the CITY terminates this Contract:
 - (1) CONTRACTOR shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.
 - (2) The CITY shall pay CONTRACTOR the reasonable value of Goods or Services provided by CONTRACTOR before termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Contract not been terminated or had CONTRACTOR completed performance required by this Contract. CONTRACTOR shall furnish to the CITY any financial information requested by the City to determine the reasonable value of the Goods or Services provided by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

14. Default by Contractor. In case of default by the Contractor, the City reserves the right to procure the Goods or Services from other sources and deduct from any monies due, or that may thereafter become due to the Contractor, the difference between the price named in this Contract and the actual cost to the City to procure from an alternate source. Prices paid by the City will be considered the prevailing market price at the time such purchase is made.

15. Indemnity.

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, to the fullest extent permitted under law, from and against all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, and expenses of every type and description, whether arising on or off the site of the work or services performed under this Contract, including any fees and costs reasonably incurred by City's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Claims"), including Claims for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, that arise out of, pertain to, or

relate to any negligent act or omission, recklessness, or willful misconduct related in any way to the performance of or failure to perform this Contract by Contractor, any subcontractor (including lower-tier subcontractors) or agent of Contractor, their respective officers and employees, and anyone else for whose acts of omissions any of them may be liable, whether or not the Claims are litigated, settled, or reduced to judgment; provided that the foregoing indemnity does not apply to liability for damages for death or bodily injury to persons, injury to property, or other loss, damage, or expense, to the extent arising from the active negligence or willful misconduct of, or defects in design furnished by, City, its agents, servants, or independent contractors who are directly responsible to City, except when such agents, servants, or independent contractors are under the supervision and control of Contractor or any subcontractor (including lower-tier subcontractors) or agent of Contractor. While Contractor's defense costs ordinarily cannot exceed Contractor's proportionate percentage of fault, if one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution, the Contractor shall meet and confer with the City and other parties regarding the unpaid defense costs.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by City of any of the insurance policies or coverages described in this Contract will not affect or limit any of City's rights under this Section, nor will the limits of any insurance limit the liability of Contractor hereunder. This Section will not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of the Contractor Information Section, above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

16. Funding Availability.

- A. This Contract is subject to the budget and fiscal provisions of the Charter and the Sacramento City Code.
- B. The City's payment obligation under this Contract will not exceed the amount of funds appropriated and approved for this Contract by the Sacramento City Council.
- C. This Section shall govern over any other contrary provision of the Contract.

17. Equal Employment Opportunity. During the performance of this Contract, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with all state, local, and federal anti-discrimination laws and regulations, including the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375, 12086, and 13672, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), referred to collectively as the "Regulations."
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and before completion of the work under this Contract, shall not discriminate

on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.

- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with the Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Contract, the CITY shall impose any sanctions it determines are appropriate including:
- (1) Withholding of payments to CONTRACTOR under this Contract until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of this Contract, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. The City may direct CONTRACTOR to take specific actions to enforce these provisions, including sanctions for noncompliance; provided, however, that if CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request that the CITY join such litigation to protect the City's interests.

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

19. Modification of Contract. The Contractor shall take no direction from any City employee that

changes the executed terms and conditions of the Contract, including Exhibit A, or any change that impacts the cost, price, or schedule, before receiving a written, signed modification to the Contract.

- 20. Severability.** If a court with jurisdiction rules that any portion of this Contract or its application to any person or circumstance is invalid or unenforceable, the remainder of this Contract will not be affected thereby and will remain valid and enforceable as written, to the greatest extent permitted by law.
- 21. Waiver.** Neither the CITY's acceptance of, or payment for, any Goods or Services, nor any waiver by either party of any default, breach or condition precedent, will be construed as a waiver of any provision of this Contract, nor as a waiver of any other default, breach or condition precedent or any other right hereunder. No waiver will be effective unless it is in writing and signed by the waiving party.
- 22. Governing Law.** This Contract shall be governed, construed and enforced in accordance with the laws of the State of California, except that the rule of interpretation in California Civil Code section 1654 will not apply. Venue of any litigation arising out of this Contract will lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
- 23. Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Contract. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Contract without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
- 24. Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 23, above.
- 25. Compliance with Laws.** The Contractor shall be responsible for strict compliance with all applicable laws, regulations, court orders and other legal requirements applicable to the work to be accomplished under the Contract, including the California Occupational Safety and Health Act and all applicable safety orders issued by the Division of Occupational Safety and Health, Department of Industrial Relations, State of California, and all applicable requirements of Underwriters Laboratories and the Federal Communication Commission.
- 26. Debarment Certification**

 - A. Pursuant to 2 CFR, Part 200, and applicable Executive Orders, the City is restricted in its ability to contract with certain parties that are debarred, suspended, or otherwise excluded or ineligible for participating in Federal assistance programs or activities. By signing this Agreement, CONTRACTOR warrants and certifies under penalty of perjury under the laws of the State of California that Contractor, including any owner, partner,

director, officer, or principal of the CONTRACTOR, or any person in a position with management responsibility or responsibility for the administration of federal funds:

(1) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency;

(2) Has not within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract (federal, state, or local); violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, or other criminal felony;

(3) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b) above; or

(4) Has not, within a three-year period preceding this certification, had one or more public contracts (federal, state, or local) or transactions terminated for cause or default.

(5) Has not been notified, within a three-year period preceding this certification, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied. Federal taxes are considered delinquent if the tax liability has been finally determined and the taxpayer is delinquent in making payment, as defined in Section 52.209-5 of the Federal Acquisition Regulations.

B. CONTRACTOR further warrants and certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department/agency. Any exceptions to the warranties and certifications in this Section must be disclosed to the City.

C. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor's responsibility. Disclosures must indicate to whom exceptions apply, the initiating agency, and dates of action.

D. City will review the Federal Government's System for Award Management Exclusions maintained by the General Services Administration for eligibility, prior to the execution of this Agreement. The CONTRACTOR shall provide immediate written notice to the City if, at any time prior to execution, the CONTRACTOR learns this certification is erroneous or has become erroneous by reason of changed circumstances. If it is later determined that the Contractor's warranties and certification in this Section were erroneous, the City may terminate this Agreement for default.

EXHIBIT E

ADDITIONAL REQUIREMENTS FOR SURVEYING, MATERIAL TESTING, AND INSPECTION SERVICES

The Services provided under this Contract include land surveying, material testing, or inspection services provided for a City construction project during the design, pre-construction, construction, or post-construction phases of the project. Therefore, the services include "Public Work" under the California Labor Code and is subject to the following requirements:

- A. Payment of Prevailing Wages: Contractor and any subcontractor(s) performing any Public Work shall comply with the provisions of Sacramento City Code section 3.60.040 and applicable provisions of the California Labor Code, which require, among other things, that CONTRACTOR and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations ("DIR") in accordance with California Labor Code section 1773. CONTRACTOR and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the CONTRACTOR and any subcontractor performing any Public Work to furnish electronic payroll records directly to the Labor Commissioner. Contractor shall include these requirements in every subcontract.

This Agreement is subject to compliance monitoring and enforcement by the DIR, as specified in California Labor Code section 1771.4. The Contractor and any subcontractor will be subject to withholding and penalties for violation of prevailing wage requirements in accordance with applicable law, including Labor Code Sections 1726, 1741, 1771.5, and 1775, and City Code Section 3.60.040. Questions regarding the City's Labor Compliance Program should be directed to the City Representative.

- B. DIR Registration: California Labor Code Section 1725.5 requires the CONTRACTOR and all subcontractors performing Public Works services to be currently registered with the DIR, as specified in California Labor Code Section 1725.5. California Labor Code Section 1771.1 provides that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal (subject to the requirements of Section 4104 of the California Public Contract Code), or engage in the performance of any contract for Public Work, unless currently registered and qualified to perform Public Work in accordance with California Labor Code Section 1725.5.

Further information can be found on DIR's website at <http://www.dir.ca.gov/Public-Works/Contractors.html>. The above summary is provided solely for informational purposes and does not in any way affect the CONTRACTOR's and subcontractors' obligation to comply in all respects with all other applicable laws and regulations. The CONTRACTOR shall disseminate these provisions to all subcontractors.

Before the performance of work by Contractor or any subcontractor(s) under this Contract, Contractor shall furnish Contractor's and any subcontractors' current DIR

registration number(s). The Contractor's current DIR registration number and the current DIR registration number of all subcontractors will be listed on the Subcontractor and LBE Participation Verification Form, incorporated herein.

To be completed by the City Representative if this Agreement is for the performance of any Public Work:

Contractor DIR registration #: _____1000001733_____

- C. Workers' Compensation Certification. In accordance with California Labor Code Section 1861, by signing this Contract, Contractor acknowledges and represents that Contractor is aware of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and that Contractor will comply with the provisions of the Labor Code before commencing performance under this Contract.

- D. Apprentices. If this Contract is for the performance of any Public Work, and the amount of the Contract is \$30,000 or more, the Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.050, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public Work will be subject to penalties for apprenticeship violations in accordance with Labor Code Section 1777.7.

- E. Working Hours. If this Contract is for the performance of any Public Work, Contractor and any subcontractors performing any Public Work under this Contract must comply with and be subject to enforcement under, the provisions of Sacramento City Code Section 3.60.040 and California Labor Code Section 1810 et seq., governing the working hours of employees performing Public Work.

- F. Failure to Comply with Labor Compliance. If all applicable labor compliance requirements are not met, the City will have the right to withhold or reject a payment request and/or invoice, in whole or in part, without in any way relieving Contractor or its subcontractors of any obligations under this Contract.

- G. Subcontractors. The Contractor shall include these provisions A through F in every subcontract or sub-agreement for any subcontractors performing work under this Contract.

City of
SACRAMENTO
Finance Department

BUSINESS OPERATIONS TAX CERTIFICATE

Business Name **KLEINFELDER, INC.**
Business Address **9969 HORN RD**
Owner **THE KLEINFELDER GROUP**
Type of Business **Consultant**
Tax Classification **Gross Receipts**
Expires **03/31/2026**
Mailing Address **GL DEPT**
KLEINFELDER, INC.
770 FIRST AVE STE 400
SAN DIEGO, CA 92101-3532

92779



92779

TOTAL PAID:
\$3,625.58

**THIS STUB MAY BE
FOLDED/DETACHED
BEFORE POSTING**

MUST BE POSTED IN CONSPICUOUS PLACE

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KLEINFELDER, INC.</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC</p> <p><input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 770 FIRST AVENUE, SUITE 400</p> <p>6 City, state, and ZIP code SAN DIEGO, CA 92101</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
or									
Employer identification number									
9	4	-	1	5	3	2	5	1	3

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here

Signature of U.S. person ▶

Date ▶

1-05-2022

General Instructions

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

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

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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: Steven Wiesner
Steven Wiesner (Apr 13, 2026 15:15:42 PDT)

Title: Senior Principal Engineer/Vice President

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature:

Title:

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: