

File ID: 2026-00595

4/28/2026

[Contract] Integrated Pest Management (IPM) for Structural Pest Control Services (Citywide) with Rentokil North America Inc dba Terminix [Two-Thirds Vote Required]

File ID: 2026-00595

Location: Citywide

Recommendation: Pass a **Motion** by two-thirds vote: 1) suspending competitive bidding in the best interest of the city in favor of competitive negotiations with qualified providers; and 2) authorizing the City Manager or designee to execute PRC004187 with Rentokil North America Inc dba Terminix for IPM for Pest Control Services (citywide) for an amount not-to-exceed \$950,000 for a term of 5 years and two months.

Contact: Stacy Larkin, Contract and Compliance Specialist, (916) 808-5744, slarkin@cityofsacramento.org; Dayana Reyes-Zanaska, Procurement Services Manager, (916) 808-5524, dreyeszanaska@cityofsacramento.org; Peter Coletto, Director, (916) 808-5416, pcoletto@cityofsacramento.org; Department of Finance

Presenter: None

Attachments:

- 1-Description/Analysis
- 2-Agreement

Description/Analysis

Issue Detail: The City receives routine IPM services at over 125 City facilities and 38 Parks. The City awarded PRC002185 for facilities and PRC003556 for parks to PestMaster Services. The City was notified by PestMaster on April 1, 2026, that business operations in California are ceasing and both contracts are being cancelled effective April 30, 2026. Given the short notice and complexity of this project, there is not sufficient time to complete a formal solicitation.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code 3.56 regarding contracts for the purchase of nonprofessional services.

Under City Code Section 3.56.230, competitive bidding is not required for contracts of \$250,000 or more if the City Council determines on a 2/3 vote that it is in the best interests of the City to suspend

competitive bidding.

Economic Impacts: None.

Environmental Considerations: This report concerns administrative activities and governmental fiscal activities that do not constitute a “project” as defined by the California Environmental Quality Act (CEQA) Guidelines Sections 15378(b)(2) and 15378(b)(4) and are not subject to the provisions of CEQA (CEQA Guidelines Section 15060(c)(3)).

Sustainability: As a requirement to be considered for award, the contractors are either certified by third parties EcoWise or GreenPro to ensure an environmentally friendly approach to structural pest control. Any chemicals to be used will be reviewed and approved by the City's Facilities and Real Property Superintendent and the City's Water Quality Program Specialist to ensure environmental compliance.

Commission/Committee Action: Not applicable.

Rationale for Recommendation: The suspension of competitive bidding can be recommended for various reasons, including the use of alternative methods for contractor selection, such as using the competitive negotiation process wherein the Project Manager negotiates with two or more service providers to obtain a contract for the lowest price.

On December 12, 2022, the City issued RFQ No. Q23061521004, with a due date of January 5, 2023. One hundred and fifty firms were notified of this RFQ through the PlanetBids electronic bidding platform, twenty-eight firms viewed or downloaded the RFQ document, and Statements of Qualifications were received from five firms. The Statements of Qualifications were reviewed to establish a pool of qualified contractors. Four firms met the minimum requirements. PestMaster Services, Rentokil North America Inc dba Terminix, Advanced IPM and Orkin. City Council approved the qualified contractor pool through Motion 2023-0082 on March 28, 2023.

After receiving PestMaster's notice of termination, staff engaged both Rentokil North America Inc dba Terminix and Advanced IPM in the competitive negotiation process to select the most qualified contractor with the best value for the City. Rentokil North America Inc dba Terminix was determined to be the lowest responsive and responsible bidder. The rates offered by Rentokil North America Inc dba Terminix are 31% lower than Advanced IPM, and staff does not believe the City would get a lower rate through an invitation for bids. In light of the competitive rate offered by Rentokil North America Inc dba Terminix, and the limited notice City received of PestMaster's termination, staff recommends Council suspend competitive bidding in favor of competitive negotiations and recommends approval of PRC004187 with Rentokil North America Inc dba Terminix to provide IPM for Pest Control Services (citywide).

Financial Considerations: Sufficient funding is available in the FY2025/26 operating budgets for the departments requiring this service once the budget is adopted. Purchases made after FY2025/26 are subject to funding availability in the adopted budget of the applicable fiscal year.

Local Business Enterprise (LBE): Rentokil North America Inc dba Terminix is an LBE.

CONTRACT #: PRC004187
CONTRACT NAME: Integrated Pest Management (IPM) for Structural Pest Control (Citywide)
AGREEMENT TERM: May 1, 2026 – June 30, 2031
AUTHORIZED RENEWALS: None
DEPARTMENT/DIVISION: Finance/Procurement Services

PROJECT:
NOT-TO-FXCFFD AMOUNT: \$950,000
SOLICITATION: Alternative Method
LBE (Y/N): Y
COUNCIL FILE ID: 2026-00595

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

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

Rentokil North America Inc. dba Terminix
P.O. Box 802155, Chicago, IL 60680
Phone: (279) 235-0129/E-mail: matt.thorup@rentokil-terminix.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 May 1, 2026.
2. **Contract Documents.** This Contract includes each of the following documents, which are attached or incorporated by this reference (referred to collectively as the “Contract Documents”):

Invitation to Bid, Request for Qualifications, or Request for Proposals, and any Addenda
Exhibit A – Scope of Work
Exhibit B – Payment
Exhibit C – Insurance
Exhibit D – General Conditions
Purchase Orders

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 non-professional services described in Exhibit A (“Services”).

Contractor will not be compensated for non-professional 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.

Access to the various City Facilities as needed to perform scope of service.

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. **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.

9. **Living Wage.** This Contract may be subject to Sacramento City Code chapter 3.58, Living Wage. A summary of the requirements, entitled "Living Wage Requirements", can be viewed at: <https://www.cityofsacramento.org/Finance/Procurement/Contract-Ordinances>. The Living Wage Ordinance is 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 the requirements and shall fully comply with all applicable requirements of Sacramento City Code chapter 3.58. 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 3.58 and include these requirements in all subcontracts covered by Sacramento City Code chapter 3.58.

Contractor's violation of Sacramento City Code chapter 3.58 constitutes a material breach of this Contract, for which the City may terminate the Contract and pursue all available legal and equitable remedies.

In addition, for Services that constitute "Public Works" under California Labor Code Section 1720 et seq., if both prevailing wage and living wage requirements apply, Contractor shall pay the higher of the two rates.

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") are 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.

[Signatures Page Following Exhibits]

EXHIBIT A

SCOPE OF SERVICES

1. Representatives.

The CITY Representative for this Agreement is:

*Stacy Larkin, Contract & Compliance Specialist
City of Sacramento, Department of Finance, Procurement Services Division
915 I Street, 2nd Floor, Sacramento, CA 95814-2614
Phone: (916) 808-5744/E-mail: slarkin@cityofsacramento.org*

The CONTRACTOR Representative for this Agreement is:

*Matthew Thorup
Terminix Commercial Pest Control
10161 Croydon Way #1, Sacramento, CA 95827
Phone: (279) 235-0129/E-mail: matt.thorup@rentokil-terminix.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 for a term of 5 years and two months beginning May 1, 2026 through and including June 30, 2031. 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 perform Services in compliance with this Contract.

Attachment 1 to Exhibit A – Scope of Services

- 1) **DUTIES SUMMARY:** The Contractor shall control for and mitigate against pest infestations located in and around the various City premises and provided Integrated Pest Management (IPM) services. The Contractor shall employ IPM strategies such as habitat modification, exclusion, removal of food and water sources, sanitation and making repairs. Since this is an IPM contract, chemical controls shall be used primarily as a last resort and only after approval by the City on a case-by-case basis.
- 2) **TERM OF SERVICE:** The term of service shall be for five years, two months beginning May 1, 2026 through June 30, 2031.
- 3) **DIR REGISTRATION:** All contractors and subcontractors working on this contract shall be registered with the California Department of Industrial Relations (DIR) during the term of the contract.
- 4) **PEST LICENSE:** At a minimum, the Contractor shall have and maintain a Branch 2 General Pest License as issued by the Structural Pest Control Board within the Department of Consumers Affairs. The Contractor may also hold Branch 1 Fumigation and Branch 3 Termite Licenses or subcontract with a firm or firms that does hold these licenses. Persons employed by the contractor to perform pest control services on this contract shall either be licensed by the same board and possess a field representative's license in the proper branch or be under the direct supervision of an employee holding a valid field representative's license in the proper branch.
- 5) **LAWS AND REGULATIONS:** The Contractor shall perform its services in accordance with the requirements of the State of California, Department of Consumer Affairs, Structural Pest Control Act, Business and Professions Code Division 3, Chapter 14, and other applicable laws. In the event of a change in existing law(s) as it pertains to the services herein, the Contractor shall have the right to revise the service charges upon approval of the City. It is the responsibility of the contractor to secure any necessary use permits or licenses required for the use of any pesticides and to abide by any conditions set forth in those permits or licenses. It is incumbent upon the contractor and those in its employ to be aware of the injurious nature of any pesticide used and to ensure proper safeguards in the application of those pesticides.
- 6) **ENVIRONMENTAL CERTIFICATION:** The Contractor shall be certified for using environmentally friendly methods for pest mitigation. Certification from Eco Wise, Green Pro, or a similar organization approved by the City is required. The Contractor Shall be Integrated Rodent Management (IPM) certified and follow all principles and practices of IPM management. The contract must be knowledgeable in the identification of rodents causing damage to grass, walkways and sport fields including life cycles, habits and conditions affecting rodent populations.
- 7) **LIMITED WARRANTY:** The Contractor warrants that the products used shall be free of defects in workmanship for a period of one year from the date of application or installation.
- 8) **PEST INFESTATION SERVICE:** The Contractor shall provide control and mitigation of the following pests at rates as set forth in Attachment 1 to Exhibit B:
 - a) Ants, centipedes, clothes moths, cockroaches, crickets, earwigs, fleas, mice, millipedes, paper wasps, rats, silverfish, spiders including black widow and brown recluse, and ticks.
 - b) The control of bedbugs will also be required at all Fire Station locations.
 - c) Frequency of service may be changed during the term of the contract through a revision of the purchase order used to pay for the services. The cost for the service will be adjusted accordingly.

Attachment 1 to Exhibit A – Scope of Services

- 9) **APPROVAL OF METHODS:** The City reserves the right to approve or disapprove of any pest mitigation method used by the Contractor at City facilities prior to the initiation of services.
- 10) **DATES AND TIMES FOR SERVICE:** The dates and times for regularly scheduled service shall be agreed upon in advance in writing by the City and the Contractor.
****Note: Service for Parks locations will take place Tuesday – Thursday**
- 11) **INITIAL SERVICE VISIT:** The Contractor shall walk each site to determine the best integrated pest control method to mitigate pests. Initial service visit may include application of approved pesticides to the interior of the structure and/or to the exterior perimeter of the structure, and/or place traps to the exterior of the structure, at its discretion as necessary to control and mitigate against the pest listed above.
- 12) **SUBSEQUENT ROUTINE VISITS:** The Contractor shall apply pesticides and empty/replace traps. The Contractor may follow up with sites visits to locations at their discretion at no additional cost to the City.
- 13) **EMPLOYEE IDENTIFICATION:** The Contractor shall furnish employees that are in the Contractor’s uniform and have a photo ID badge issued by the Contractor.
- 14) **ACCESS TO PROPERTY:** The City shall allow access to locations by the Contractor’s personnel to perform contracted duties at the locations.
- a) The City cannot guarantee that City staff will be available to meet or consult with the Contractor at the time of the service.
 - b) Some City locations may require that Contractor personnel check in prior to starting service.
 - c) The City reserves the right to deny admittance to any of the Contractor’s personnel if, in the City’s sole opinion, there is potential issues with allowing personnel on the site.
- 15) **FACILITY CORRECTION REPORTING:** The Contractor shall report to the City facility conditions conducive to the breeding and harborage of pests. This includes water leakage and landscape management.
- a) The City cannot guarantee the schedule for repairs to that facility.
 - b) The City understands and accepts that lack of requested repairs may hamper the completion of pest mitigation tasks at the location by the Contractor.
 - c) The Contractor shall provide monthly service/activity reports to Park Management
- 16) **DELIVERABLES:** The following items will be delivered to the City’s representative to ensure contract compliance:
- a) Copies of the badges and licenses held by the staff who work on this contract.
 - b) An IPM plan or plans for the City locations that they are awarded within thirty days of being awarded a contract. The plan must identify the proposed primary pesticides and alternatives by California Environmental Protection Agency (EPA) accepted common name (generic name). Proposed trapping or exclusion devices for pests, if any, should also be included. The plan should describe in detail the contractor's means for monitoring pest populations in and around the building(s).
 - c) Completed work orders, job tickets, or other supporting documents as one PDF file when the monthly invoice is submitted. The supporting documents should include the location, date and time, and a brief description of the service that was performed.
 - d) Meet quarterly with City personnel to discuss the IPM plan, challenges to providing service, seasonal changes in service, and other matters that effect the IPM plan and the contract.

Attachment 1 to Exhibit A – Scope of Services

- e) Upon request, a copy of the monthly report of all pesticides used in the City as provided to the county agricultural commissioner will be provided to the City.
- f) Maps of the locations, showing location of all traps or trapping devices, and bait station locations, may be required by the City. A list can be substituted instead of a map if this alternative is approved by the City on a case-by-case basis.
- g) A logbook at each location serviced under the contract. The logbook shall contain a copy of the IPM plan and a copy of the Safety Data Sheet (SDS) for each pesticide used at that location.
- h) A copy of all Health and Safety reports submitted to the California State Board of Health. A copy is also to be left with the Kitchen Chef or the manager for that site.

17) INSURANCE: The City's insurance requirements, as stated in Exhibit C of the non-professional service agreement, shall supersede those requirements stated by the Structural Control Board, Article 9, 8692 (a).

18) DISMISSAL OF UNSATISFACTORY EMPLOYEES: The Contractor shall furnish only employees who are competent and skilled for work under this contract. The City has the right to request that an employee not be used at a facility without stating a reason.

19) UNSATISFACTORY SERVICE: The Contractor shall be advised in writing by the City of any dissatisfaction with service. The Contractor shall correct the unsatisfactory condition within ten (10) calendar days. Continued failure to correct the unsatisfactory condition may result in the City determining that the contract needs to be terminated and the work performed by another contractor. In the event of unresolvable differences related to service, the City or Contractor may seek clarification from the State of California Structural Pest Control Board.

20) PURCHASE ORDER: A purchase order ("PO") or orders shall be issued by the City to encumber funds and pay for services. The purchase order is good for one fiscal year, July 1 through June 30 of the following year. A new purchase order or orders will be issued for each fiscal year. Contractor's invoices must reference the correct purchase order number. Payment cannot be made on an invoice if it is submitted without a PO number or if an incorrect PO number is referenced.

21) EQUIPMENT: All vehicles and equipment used in the performance of work assigned under this contract shall be in good working order and in compliance with all local, state, and federal laws.

A. Vehicles shall display signage denoting the contractor's name, telephone number, and "City of Sacramento Park Operation's Contractor." City identification signs shall not be displayed when performing any work outside the scope of this contract.

B. Contractor vehicles will be equipped with all warning lights, signage, and other equipment necessary to safely work in the City right-of-way.

22) NON-LETHAL RELOCATION OF BEES IN PARKS AND OPEN SPACES: Involves safely capturing and relocating bee colonies from areas where they may pose a risk to public safety. Trained professionals will use humane, non-invasive methods to ensure bees are not harmed during the process. The relocation will be done to suitable habitats that support the bees' health and environmental roles. All actions will comply with local regulations and best practices for bee conservation.

Attachment 1 to Exhibit A – Scope of Services

23) HOLIDAYS: The City observes the following days as holidays and most City offices are closed:

- New Year's Day - *January 1
- Martin Luther King Day - Third Monday in January
- President's Day - Third Monday in February
- Cesar Chavez Day - *March 31
- Memorial Day - Last Monday in May
- Juneteenth – *June 19
- Independence Day - *July 4
- Labor Day - First Monday in September
- Veterans Day - *November 11
- Thanksgiving Day - Fourth Thursday in November
- Day After Thanksgiving - Fourth Friday in November
- Christmas Day - *December 25

* If this Holiday falls on a Saturday, it is observed on the preceding Friday, if on a Sunday, then the succeeding Monday.

Half-Day Holidays: In addition to the above-named holidays, most City facilities also observe a half day of work on Christmas Eve, December 24, and New Year's Eve, December 31, and close at noon on those days. If a Half-Day Holiday falls on a Saturday or Sunday, it is observed on the preceding Friday afternoon.

The Contractor will not perform routine tasks on City holidays. However, some City facilities are open 24/7 or on holidays, such as the 311 and 911 Communications Centers, the Parking Garages, Animal Care, Water Treatment Plants, Sacramento Valley Station, Old Sacramento Historical Area, Fire and Police Facilities, et al. Additional or Emergency Services may be required on those days.

Attachment 1 to Exhibit A – Scope of Services

24) COOPERATIVE PURCHASING (aka “piggybacking”): If mutually agreeable to both parties, the use of any resulting contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner, or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

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 \$ **950,000**. The payments specified in this Exhibit B shall be the only payments made to Contractor unless the City approves a Supplemental Contract.
2. **Pricing.** Contractor shall be paid 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.
4. **Miscellaneous Charges.** No additional charges will be allowed unless specified in the Contract, including charges for transportation, fuel, containers, packing, or disposal.
5. **Payments to Contractor.** Contractor is responsible for supplying all documentation necessary to verify invoices to the City's satisfaction.
 - A. Payment terms are NET 30 days, unless the Contractor offers a prompt payment discount that was accepted by the City or as otherwise stated in this Contract. Any prompt payment discounts will be computed from the date of acceptance by the City, or from the date an invoice is received, whichever occurs later.
 - 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) Itemized description of items billed under Invoice
- (9) Itemized description of all authorized Reimbursable Expenses
- (10) Itemized description of all applicable taxes (sales, use, excise, etc.)
- (11) Amount of Invoice (itemize all authorized Reimbursable Expenses)
- (12) Total Billed to Date under Contract (if applicable)

D. Items must be separated into Goods, Services, and Reimbursable Expenses. All applicable sales, use, excise, or similar taxes, including federal excise tax, must be itemized separately on the invoice. Invoices that do not conform to the format outlined above will be returned to Contractor for correction. City is not responsible for delays in payment to Contractor resulting from Contractor's failure to comply with the invoice format described above.

E. For Goods only, a bill of lading number and weight of shipment will be shown for shipments on the Government Bill of Lading.

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

6. **Additional Services.** Additional Services shall be provided only when a 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.

7. **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.

8. **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.

9. **Public Works Requirements.** *[To be completed by the City Representative:]*

The services provided under this Contract include ***[check one if applicable]:***

_____ Construction work in an amount exceeding \$25,000;

_____ 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; or

___XX___ Alteration, demolition, repair, or maintenance work in an amount exceeding \$15,000.

If any of the lines is checked above, this Contract includes “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.

- 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.

ATTACHMENT 1 TO EXHIBIT B

Billable hourly rate to provide regular service as defined in the scope =	\$110.00
Year 2	3% (\$113.30) \$113.00
Year 3	3% (\$116.70) \$117.00
Year 4	3% (\$120.20) \$120.00
Year 5	3% (\$123.81) \$124.00

Monthly Invoice for routine pest control services*

Group 1- Office Buildings, etc. (weekly price X 52 weeks / 12 months) =	\$ 4,542.63
Group 2- Community and Senior Centers =	\$ 952.60
Group 3- Corporation Yards and Mechanical or Storage Facilities =	\$ 1,857.90
Group 4- Fire Department =	\$ 1,738.00
Group 5- Marina, Museums, Theatres, et al =	\$ 528.00
Group 6- Police Department =	\$ 620.40
Group 7- Water Treatment Plants and Reservoirs =	\$ 1,306.80
**Group 8- "4th R" Afterschool Program Sites =	\$ 990.00
Group 9- Swimming Pools =	\$ 728.20
Group 10-Parks	\$ 4,977.50
Group 11- Parking Garages (COMING ONLINE 06/2028)	
TOTAL MONTHLY INVOICE AMOUNT =	\$ 18,242.03

*During the first 60 days of performance, the parties agree to review the hours per service and adjust up/or down as needed per site. Once that period has expired pricing locks for the remainder of the first term.

**Group 8 Service is "As Needed", invoicing will reflect only service performed not a flat monthly fee

FACILITY NAME	Address	Hours per Service	Service Level	Cost Per Location
300 RICHARDS	300 RICHARDS	1.31	Weekly	\$ 144.10
911 COMMUNICATIONS BUILDING	7397 SAN JOAQUIN ST	0.56	Bi-Weekly	\$ 123.20
ANIMAL FRONT STREET SHELTER - Admin	2127 FRONT ST	0.77	Bi-Weekly	\$ 169.40
CITY HALL - Historic/New & Courtyard between the two buildings	915 I STREET	1.25	Weekly	\$ 137.50
OUTREACH & ENGAGEMENT CENTER	3615 AUBURN BLVD	0.56	Weekly	\$ 61.60
ROSEVILLE ROAD SHELTER & SERVICE CAMPUS	3900 ROSEVILLE RD	1.5	Bi-Weekly	\$ 330.00
SVS - SACRAMENTO VALLEY STATION (AMTRAK TRAIN DEPOT)	401 I ST	0.75	Weekly	\$ 82.50
Monthly Total				\$ 1,048.30

1- Office Bldgs etc

FACILITY NAME	Address	Hours per Service	Service Level	Cost Per Location
BELLE COLLEDGE COMMUNITY CENTER	5699 SO. LAND PARK DR	0.4	Monthly	\$ 44.00
CLUNIE COMMUNITY CENTER	607 ALHAMBRA	0.5	Monthly	\$ 55.00
COLOMA COMMUNITY CENTER	4623 T ST	0.5	Monthly	\$ 55.00
ETHEL MacLEOD HART SENIOR CENTER	915 27TH ST	0.4	Monthly	\$ 44.00
EVELYN MOORE COMMUNITY CENTER	1402 DICKSON ST	0.4	Monthly	\$ 44.00
GEORGE SIM COMMUNITY CENTER	6207 LOGAN ST	0.4	Monthly	\$ 44.00
JOE MIMS JR / HAGGINWOOD COMMUNITY CENTER	3271 MARYSVILLE BLVD	0.4	Monthly	\$ 44.00
JOHNSTON COMMUNITY CENTER	231 ELEANOR AVE	0.4	Monthly	\$ 44.00
MAX BAER PARK / ELMO SLIDER CLUBHOUSE	7851 35TH AVE	0.4	Monthly	\$ 44.00
McKINLEY PARK ROSE GARDEN / aka FREDERICK N. EVANS MEMORIAL	3255 H ST	0.4	Monthly	\$ 44.00
NORTH NATOMAS COMMUNITY CENTER	2631 NEW MARKET DR	0.25	Monthly	\$ 27.50
NORTH NATOMAS AQUATICS COMPLEX (swimming pool, et al)	2601 NEW MARKET DR	0.25	Monthly	\$ 27.50
OAK PARK COMMUNITY CENTER	3425 MARTIN LUTHER KING JR BLVD	0.86	Monthly	\$ 94.60
ROBERTSON COMMUNITY CENTER	3525 NORWOOD AVE	0.4	Monthly	\$ 44.00
SAM & BONNIE PANNELL COMMUNITY CENTER***	2450 MEADOWVIEW RD	1	Monthly	\$ 110.00
SHEPARD GARDEN & ARTS CENTER	3316 MCKINLEY BLVD	0.2	Monthly	\$ 22.00
SHEPARD GARDEN & ARTS CENTER - patio area	3316 MCKINLEY BLVD	0.2	Monthly	\$ 22.00
SOUTH NATOMAS COMMUNITY CENTER	2921 TRUXEL RD	0.4	Monthly	\$ 44.00
SOUTH SIDE CLUBHOUSE	2051 6TH ST	0.5	Monthly	\$ 55.00
WOODLAKE CLUBHOUSE	500 ARDEN WAY	0.4	Monthly	\$ 44.00
Monthly Total				\$ 952.60

2- Community & Senior Centers

***1 hr /mo Mar-Oct, Bi monthly Nov-Feb

3-Corporation Yards and Mechanical or Storage Facilities

FACILITY NAME	Address	Hours per Service	Service Level	Cost Per Location
MEADOWVIEW COMPLEX - BLDG 1	2812 MEADOWVIEW RD	0.5	Monthly	\$ 55.00
MEADOWVIEW COMPLEX - BLDG 2	2812 MEADOWVIEW RD	0.5	Monthly	\$ 55.00
MEADOWVIEW COMPLEX - BLDG 3	2812 MEADOWVIEW RD	0.7	Monthly	\$ 77.00
MEADOWVIEW COMPLEX - BLDG 5 (Guard Shack)	2812 MEADOWVIEW RD	0.1	Monthly	\$ 11.00
MEADOWVIEW COMPLEX - BLDG 6 (warehouse)	2812 MEADOWVIEW RD	0.7	Monthly	\$ 77.00
MEADOWVIEW COMPLEX - OES BLDG (vacant)	2800 MEADOWVIEW RD	0.66	Monthly	\$ 72.60
NACY - NORTH AREA CORPORATION YARD - BLDG 1	918 DEL PASO RD	0.32	Monthly	\$ 35.20
NACY - NORTH AREA CORPORATION YARD - BLDG 2	918 DEL PASO RD	0.32	Monthly	\$ 35.20
NACY - NORTH AREA CORPORATION YARD - BLDG 3	918 DEL PASO RD	0.32	Monthly	\$ 35.20
NACY - NORTH AREA CORPORATION YARD - DOCK & STORAGE	918 DEL PASO RD	0.32	Monthly	\$ 35.20
NACY - NORTH AREA CORPORATION YARD - GUARD HOUSE	918 DEL PASO RD	0.11	Monthly	\$ 12.10
SACY - SOUTH AREA CORPORATION YARD - BLDG 1	5730 24TH STREET	1	Monthly	\$ 110.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 2	5730 24TH STREET	0.1	Monthly	\$ 11.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 3	5730 24TH STREET	1	Monthly	\$ 110.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 4	5730 24TH STREET	1	Monthly	\$ 110.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 5	5730 24TH STREET	0.1	Monthly	\$ 11.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 6	5730 24TH STREET	0.1	Monthly	\$ 11.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 7	5730 24TH STREET	0.45	Monthly	\$ 49.50
SACY - SOUTH AREA CORPORATION YARD - BLDG 8	5730 24TH STREET	0.45	Monthly	\$ 49.50
SACY - SOUTH AREA CORPORATION YARD - BLDG 9	5730 24TH STREET	0.1	Monthly	\$ 11.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 10	5730 24TH STREET	0.1	Monthly	\$ 11.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 11	5730 24TH STREET	0.1	Monthly	\$ 11.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 12	5730 24TH STREET	1	Monthly	\$ 110.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 13	5730 24TH STREET	1	Monthly	\$ 110.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 14	5730 24TH STREET	0.1	Monthly	\$ 11.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 15	5730 24TH STREET	0.1	Monthly	\$ 11.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 16	5730 24TH STREET	0.45	Monthly	\$ 49.50
SACY - SOUTH AREA CORPORATION YARD - BLDG 17	5730 24TH STREET	1	Monthly	\$ 110.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 18	5730 24TH STREET	0.4	Monthly	\$ 44.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 19	5730 24TH STREET	0.45	Monthly	\$ 49.50
SACY - SOUTH AREA CORPORATION YARD - BLDG 20	5730 24TH STREET	0.45	Monthly	\$ 49.50
SACY - SOUTH AREA CORPORATION YARD - BLDG 21	5730 24TH STREET	0.4	Monthly	\$ 44.00
SACY - SOUTH AREA CORPORATION YARD - BLDG 22	5730 24TH STREET	0.45	Monthly	\$ 49.50
SACY - SOUTH AREA CORPORATION YARD - GUARD SHACK ENTRANCE	5730 24TH STREET	0.1	Monthly	\$ 11.00
SACY - SOUTH AREA CORPORATION YARD - GUARD SHACK EXIT	5730 24TH STREET	0.1	Monthly	\$ 11.00

SUTTER'S LANDING - BLDG 2 - SKATE PARK	20 28TH ST	0.7	Monthly	\$	77.00
SUTTER'S LANDING - BLDG 3	20 28TH ST	0.32	Monthly	\$	35.20
SUTTER'S LANDING - GUARD SHACK	20 28TH ST	0.1	Monthly	\$	11.00
SUTTER'S LANDING - BLDG 4	20 28TH ST	0.32	Monthly	\$	35.20
WILLIAM LAND PARK CORPORATION YARD	3853 18th ST	0.4	Monthly	\$	44.00
Monthly Total				\$	1,857.90

FACILITY NAME	Address	Hours per Service	Service Level	Cost Per Location
FIRE DRILL TOWER BLDG	3230 J ST	0.4	Monthly	\$ 44.00
FIRE DEPARTMENT SPECIAL OPERATIONS TRAINING FACILITY	4519 FORCUM AVENUE	0.75	Monthly	\$ 82.50
FIRE EMS - "Caddy Shack"	3230 J ST	0.4	Monthly	\$ 44.00
FIRE EMS ANNEX - PPE warehouse, gym, & classroom	3230 J ST	0.4	Monthly	\$ 44.00
FIRE EMS OFFICE (Alhambra Reservoir Water Tower)	3230 J ST	0.4	Monthly	\$ 44.00
FIRE EMS - Warehouse / Shop	3230 J ST	0.4	Monthly	\$ 44.00
FIRE STATION #01	624 Q ST	0.4	Monthly	\$ 44.00
FIRE STATION #02	1229 I ST	0.4	Monthly	\$ 44.00
FIRE STATION #03	7208 ELKHORN BLVD	0.4	Monthly	\$ 44.00
FIRE STATION #04	3145 GRANADA WAY	0.4	Monthly	\$ 44.00
FIRE STATION #05	731 BROADWAY	0.4	Monthly	\$ 44.00
FIRE STATION #06	3301 MARTIN LUTHER KING JR BLVD	0.4	Monthly	\$ 44.00
FIRE STATION #07	6500 WYNDHAM DR	0.4	Monthly	\$ 44.00
FIRE STATION #08	5990 H ST	0.75	Monthly	\$ 82.50
FIRE STATION #10	5642 66TH ST	0.4	Monthly	\$ 44.00
FIRE STATION #11	785 FLORIN RD	0.4	Monthly	\$ 44.00
FIRE STATION #12	4500 24TH ST	0.4	Monthly	\$ 44.00
FIRE STATION #13	1100 43RD ST	0.4	Monthly	\$ 44.00
FIRE STATION #14	1400 N B ST	0.4	Monthly	\$ 44.00
FIRE STATION #14 (old site)	1341 N CST	0.4	Monthly	\$ 44.00
FIRE STATION #15	1640 W EL CAMINO AVE	0.4	Monthly	\$ 44.00
FIRE STATION #15 (old site, currently vacant)	1591 NEWBOROUGH DR	0.4	Monthly	\$ 44.00
FIRE STATION #16	7363 24TH ST	0.4	Monthly	\$ 44.00
FIRE STATION #17	1311 BELL AVE	0.4	Monthly	\$ 44.00
FIRE STATION #18	746 N. MARKET BLVD	0.4	Monthly	\$ 44.00
FIRE STATION #19	1700 CHALLENGE WY	0.75	Monthly	\$ 82.50
FIRE STATION #20	2512 RIO LINDA BLVD	0.4	Monthly	\$ 44.00
FIRE STATION #20 (old site)	300 ARDEN WAY	0.4	Monthly	\$ 44.00
FIRE STATION #30	1901 CLUB CENTER DR	0.4	Monthly	\$ 44.00

4-Fire Department

FIRE STATION #43	4201 EL CENTRO RD	0.4	Monthly	\$	44.00
FIRE STATION #56	3720 47TH AVE	0.4	Monthly	\$	44.00
FIRE STATION #57	7927 EAST PARKWAY	0.4	Monthly	\$	44.00
FIRE STATION #60	3301 JULLIARD DR	0.4	Monthly	\$	44.00
FIRE STATION #70	1910 ARICA WAY	0.4	Monthly	\$	44.00
FIRE STATION #99	5801 FLORIN PERKINS ROAD	0.4	Monthly	\$	44.00
FIRE TRAINING TOWER	SHELTER PATROL RD, BLDG #701	0.75	Monthly	\$	82.50
Monthly Total				\$	1,738.00

FACILITY NAME	Address	Hours per Service	Service Level	Cost Per Location	
ARCHIVES & MUSEUM STORAGE	5001 LUCE AVE #D, McCLELLAN	0.6	Monthly		
CENTER FOR SACRAMENTO HISTORY	551 SEQUOIA PACIFIC	0.5	Monthly		
CITY CEMETERY - Office	1001 BROADWAY	0.2	Monthly	\$ 22.00	
CITY CEMETERY - Chapel	1001 BROADWAY	0.1	Monthly	\$ 11.00	
CITY CEMETERY - Garage/Storage	1001 BROADWAY	0.2	Monthly	\$ 22.00	
CROCKER ART MUSEUM - Hasting & Pavilion	216 O ST	1.5	Monthly	\$ 165.00	
MEMORIAL AUDITORIUM	1515 J ST	1	Bi-Monthly		
MILLER REGIONAL PARK RESTROOMS - Marina	2710 MARINA VIEW DR	0.33	Monthly	\$ 36.30	
OLD SAC - 2ND ST RESTROOMS	1115 2ND ST	0.33	Monthly	\$ 36.30	
OLD SAC - PUBLIC MARKET	1100 FRONT ST	0.33	Monthly	\$ 36.30	
OLD SAC - RIVERFRONT	I STREET TO CAP/EMB	0.33	Monthly	\$ 36.30	
OLD SAC - STEAMER BUILDING	101 K ST	0.33	Monthly	\$ 36.30	
SACRAMENTO HISTORY MUSEUM	101 I STREET	0.75	Monthly	\$ 82.50	
SACRAMENTO MARINA	2710 RAMP WAY	0.4	Monthly	\$ 44.00	
SAFE CREDIT UNION CONVENTION CENTER	1401 K ST	1.5	Bi-Monthly		
SAFE CREDIT UNION PERFORMING ARTS THEATRE	1301 L ST	1	Bi-Monthly		
Monthly Total				\$	528.00

5- Marina, Museums, Theatres, et al

FACILITY NAME	Address	Hours per Service	Service Level	Cost Per Location
NOR CAL REG AIR OPERATIONS	4835 KILZER AVE #632	0.63	Monthly	\$ 69.30
NOR CAL REG HANGER	4835 KILZER AVE #732	0.63	Monthly	\$ 69.30
POLICE HORSE PATROL UNIT BARN	2700 FRONT STREET	0.2	Monthly	\$ 22.00
POLICE EQUESTRIAN/BOAT UNIT OFFICES	2700 FRONT STREET	0.2	Monthly	\$ 22.00
POLICE EVIDENCE & PROPERTY (Forensics)	555 SEQUOIA PACIFIC BLVD	0.33	Monthly	\$ 36.30
POLICE INTERNAL AFFAIRS	5760 FREEPORT BLVD	0.33	Monthly	\$ 36.30
POLICE NORTH COMMAND - WILLIAM J KINNEY	3550 MARYSVILLE BLVD	0.4	Monthly	\$ 44.00
POLICE NORTH COMMAND - WILLIAM J KINNEY - Garage	3550 MARYSVILLE BLVD	0.1	Monthly	\$ 11.00

partment

6 - Police Dept		Address	Hours per Service	Service Level	Cost Per Location
POLICE SOUTH COMMAND - JOSEPH E ROONEY	5303 FRANKLIN BLVD	0.5	Monthly	\$	55.00
POLICE SOUTH COMMAND - JOSEPH E ROONEY - Garage	5303 FRANKLIN BLVD	0.24	Monthly	\$	26.40
PSAB - PUBLIC SAFETY ADMIN BLDG - Fire & Police Admin	5770 FREEPORT BLVD	1.28	Monthly	\$	140.80
SAC REG DRIVER TRAINING FACILITY - Bldg 1 (modular)	3905 ALERT RD, MATHER, CA	0.16	Monthly	\$	17.60
SAC REG DRIVER TRAINING FACILITY - Bldg 2 (modular)	3905 ALERT RD, MATHER, CA	0.16	Monthly	\$	17.60
SAC REG DRIVER TRAINING FACILITY - Bldg 3 (modular)	3905 ALERT RD, MATHER, CA	0.16	Monthly	\$	17.60
SAC REG DRIVER TRAINING FACILITY - Bldg 4 (modular)	3905 ALERT RD, MATHER, CA	0.16	Monthly	\$	17.60
SAC REG DRIVER TRAINING FACILITY - Garage / fitness center	3915 ALERT RD, MATHER, CA	0.16	Monthly	\$	17.60
Monthly Total					\$ 620.40

7 - Water Treatment Plants and Reservoirs		Address	Hours per Service	Service Level	Cost Per Location
COMBINED W.T.P. BUSINESS / CUSTOMER / ENGINEERING SERVICES	1395 35TH AVE	1.42	Monthly	\$	156.20
COMBINED W.T.P. PLANT SERVICES - CONTROL BLDG	1391 35TH AVE	0.6	Monthly	\$	66.00
COMBINED W.T.P. PLANT SERVICES - ENGINEERING (modular trailers)	1391 35TH AVE	0.33	Monthly	\$	36.30
COMBINED W.T.P. PLANT SERVICES - MACHINE SHOP	1391 35TH AVE	0.33	Monthly	\$	36.30
E.A. FAIRBURN W.T.P. - Admin Bldg (offices)	7501 COLLEGE TOWN DR	0.5	Monthly	\$	55.00
E.A. FAIRBURN W.T.P. - Filter Bldg	7501 COLLEGE TOWN DR	0.21	Monthly	\$	23.10
E.A. FAIRBURN W.T.P. - High Service Pump	7501 COLLEGE TOWN DR	0.2	Monthly	\$	22.00
E.A. FAIRBURN W.T.P. - Lab	7501 COLLEGE TOWN DR	0.21	Monthly	\$	23.10
E.A. FAIRBURN W.T.P. - Low Lift Pump	7501 COLLEGE TOWN DR	0.21	Monthly	\$	23.10
RESERVOIR - ALHAMBRA	3230 J ST	0.33	Monthly	\$	36.30
RESERVOIR - CAPITAL GATEWAY	2008 TERRACINA DR	0.33	Monthly	\$	36.30
RESERVOIR - CITY COLLEGE	3585 23rd ST	0.33	Monthly	\$	36.30
RESERVOIR - EL CENTRO	5145 EL CENTRO RD	0.33	Monthly	\$	36.30
RESERVOIR - ELKHORN	1988 W ELKHORN BLVD	0.33	Monthly	\$	36.30
RESERVOIR - FLORIN	6290 POWER INN RD	0.33	Monthly	\$	36.30
RESERVOIR - FREEPORT	7788 FREEPORT BLVD	0.33	Monthly	\$	36.30
RESERVOIR - RIVERSIDE (aka SUMP 2)	3530 RIVERSIDE BLVD	0.33	Monthly	\$	36.30
RESERVOIR - ROBLA	4405 RIO LINDA BLVD	0.33	Monthly	\$	36.30
RESERVOIR - SAN JUAN	3320 WITTER WAY	0.5	Monthly	\$	55.00
RESERVOIR - SHASTA	8380 KASTANIS WAY	0.33	Monthly	\$	36.30
RESERVOIR - UC MEDICAL CENTER	4520 V ST	0.33	Monthly	\$	36.30
SAC RIVER W.T.P. - ADMIN (offices)	301 WATER ST	0.5	Monthly	\$	55.00
SAC RIVER W.T.P. - FILTER BLDG (circa 1921)	301 WATER ST	0.33	Monthly	\$	36.30
SAC RIVER W.T.P. - FILTER BLDG (circa 2004)	301 WATER ST	0.25	Monthly	\$	27.50
SAC RIVER W.T.P. - FILTER BLDG (circa 2016)	301 WATER ST	0.25	Monthly	\$	27.50
SAC RIVER W.T.P. - HEAD HOUSE	301 WATER ST	0.25	Monthly	\$	27.50

SAC RIVER W.T.P. - MACHINE SHOP	301 WATER ST	0.33	Monthly	\$	36.30
SAC RIVER W.T.P. - PUMP STATION	301 WATER ST	0.33	Monthly	\$	36.30
SAC RIVER W.T.P. - STORAGE BLDG	301 WATER ST	0.25	Monthly	\$	27.50
SAC RIVER W.T.P. - COAGULANT BUILDING	301 WATER ST	0.75	Monthly	\$	82.50
SAC RIVER W.T.P. - SUPERVISOR & ENGINEER BUILDING	301 WATER ST	0.5	Monthly	\$	55.00
SAC RIVER W.T.P. - INSTRUMENT TECH SHOP	301 WATER ST	0.33	Monthly	\$	36.30
Monthly Total					
\$ 1,306.80					
8 - "4th R" Afterschool Program Sites					
FACILITY NAME	Address	Hours per Service	Service Level	Cost Per Location	
ALICE BIRNEY	6251 13th ST	0.5	On Call	\$	55.00
BANCROFT	2929 BELMAR ST	0.5	On Call	\$	55.00
CALEB GREENWOOD	5457 CARLSON DR	0.5	On Call	\$	55.00
CROCKER RIVERSIDE	2970 RIVERSIDE BLVD	0.5	On Call	\$	55.00
DIDION	6490 HARMON DR	0.5	On Call	\$	55.00
HERON	5151 BANFIELD DR	0.5	On Call	\$	55.00
HIGHT	3200 NORTH PARK DR	0.5	On Call	\$	55.00
LEONARDO DA VINCI	4701 JOAQUIN WAY	0.5	On Call	\$	55.00
NATOMAS PARK	4700 CREST DR	0.5	On Call	\$	55.00
PASO VERDE	5240 PV SCHOLARS LANE	0.5	On Call	\$	55.00
PHOEBE HEARST	1410 60th ST	0.5	On Call	\$	55.00
PONY EXPRESS	1250 56th AVE	0.5	On Call	\$	55.00
REGENCY PARK	5901 BRIDGECROSS DR	0.5	On Call	\$	55.00
SEQUOIA	3333 ROSEMONT DR	0.5	On Call	\$	55.00
SUTTERVILLE	4967 MONTEREY WAY	0.5	On Call	\$	55.00
TINY TOTS TIME	1400 13th AVENUE	0.5	On Call	\$	55.00
TWO RIVERS	3201 W RIVER DR	0.5	On Call	\$	55.00
WITTER RANCH	3790 POPPY HILL WAY	0.5	On Call	\$	55.00
Monthly Total					
\$ 990.00					

FACILITY NAME	Address	Hours per Service	Service Level	Cost Per Location
CABRILLO POOL	1648 65TH AVE	0.56	Monthly	\$ 61.60
CLUNIE POOL	607 ALHAMBRA BLVD	0.4	Monthly	\$ 44.00
DOYLE POOL	2827 MENDEL WAY	0.4	Monthly	\$ 44.00
GEORGE SIM POOL	6207 LOGAN WAY	0.25	Monthly	\$ 27.50
GLENN HALL POOL	5201 CARLSON DR	0.4	Monthly	\$ 44.00
JOHNSTON POOL	231 ELEANOR AVE	0.25	Monthly	\$ 27.50
MANGAN POOL	2140 34TH AVE	0.4	Monthly	\$ 44.00

ing Pools

	POCKET CANAL-INCLUDES CHARTER POINTE & DUTRA	7525 POCKET RD	4	Monthly	\$	440.00
	PORTUGUESE COMMUNITY PARK	7350 DURFEE WY	0.75	Monthly	\$	82.50
	SACRAMENTO SOFTBALL COMPLEX	3450 LONGVIEW RD	1	Monthly	\$	110.00
	FRANK SEYMOUR PARK	845 FLORIN RD	3.5	Monthly	\$	385.00
	SOJOURNER TRUTH	7365 GLORIA DR	0.75	Monthly	\$	82.50
	TAHOE TALLAC PARK	7401 SAN JOAQUIN ST	1	Monthly	\$	110.00
	TONY COURT PARK	15 TONY CT	0.75	Monthly	\$	82.50
	BROOKS TRUITT PARK	1818 Q ST	0.75	Monthly	\$	82.50
	UNIVERSITY PARK	1900 UNIVERSITY AVE	1.5	Monthly	\$	165.00
	EDWIN Z'BERG PARK	7423 ALMA VISTA WY	0.75	Monthly	\$	82.50
		Monthly Total			\$	4,977.50

	FACILITY NAME	Address	Hours per Service	Service Level	Cost Per Location
11- Parking Garages	LOT C - MEMORIAL GARAGE	805 14TH ST	0.65	Monthly	
	LOT H - CAPITOL GARAGE	1126 11TH ST	0.63	Monthly	
	LOT H - PARKING METER SHOP	1126 11TH ST	0.2	Monthly	
	LOT I - CITY HALL GARAGE (including City offices on first floor)	1000 I ST	1.25	Bi-Monthly	
	LOT P - OLD SAC GARAGE	201 I ST	0.65	Monthly	
	LOT R - TOWER BRIDGE GARAGE	135 NEASHAM CIRCLE	0.65	Monthly	
			Monthly Total		

ATTACHMENT 2 TO EXHIBIT B - ADDITIONAL SERVICES

Rates for Additional Services

	<u>Per hour</u>
Additional Service ordered by the City on a WEEKEND =	\$ 127.50
Additional Service ordered by the City on a HOLIDAY =	\$ 170.00
Bat mitigation =	\$ 110.00
Bee mitigation (non-lethal) =	TBD
Beetle mitigation =	\$ 110.00
Flea mitigation =	\$ 110.00
Small Mammal mitigation =	TBD
Tick mitigation =	\$ 110.00
Termites =	\$ 110.00
Mechanically Introduce Carbon Monoxide =	\$ 800.00 initial, \$10/hole

Material Costs

	<u>Each</u>
Rodent Bait Stations =	\$ 25.00

Additional Services and Material Costs are to be quoted in writing by the Contractor and approved in writing by the City before work may begin.

Additional Services and Material Costs are to be billed separately from the invoice for routine monthly service.

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. **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.
7. **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.
8. **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.
9. **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.

10. **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. All products that Contractor delivers to City under this Contract must be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession.
- Contractor shall assign only competent personnel to perform on its behalf under this Contract. Contractor must notify the City in writing of any changes in Contractor's staff assigned to perform under this Contract, before any performance by the new staff member. If the City, in its sole discretion, determines that any person assigned by the Contractor to perform under this Contract is not performing in accordance with the standards required herein, City shall provide notice to Contractor. Contractor shall immediately remove the assigned person upon receipt of the notice.
- 11. Performance or Different Terms and Conditions.** The City's subsequent performance will not be construed as either acceptance of additional or different terms and conditions or a counteroffer by the Contractor, nor will the City's subsequent performance be viewed as acceptance of any provision of the Uniform Commercial Code, as adopted by any State, that is contrary to the terms and conditions contained herein. Contractor's performance shall conform to the applicable requirements of the Sacramento City Charter, Sacramento City Code, and all applicable State and Federal laws, and all the requirements of this Contract. The California Commercial Code will apply except as otherwise provided in the Contract.
- 12. Emergency/Declared Disaster Requirements.** If an emergency is declared by the City Manager, or if any portion of the City is declared a disaster area by the county, state or federal government, this Contract may be subjected to increased usage. The Contractor shall serve the City during a declared emergency or disaster, subject to the same terms and conditions that apply during non-emergency / non-disaster conditions. The pricing set forth in this Contract will apply, without mark-up, regardless of the circumstances. If the Contractor is unable to fulfill the terms of the Contract because of a disruption in its chain of supply or service, then the Contractor shall provide proof of the disruption. Acceptable forms of proof will include a letter or notice from the Contractor's source stating the reason for the disruption
- 13. Term; Suspension; Termination.**
- A. This Contract is effective on the Effective Date and continues in effect until both parties have fully performed their respective obligations under this Contract, unless sooner terminated as provided herein.
 - B. City shall have the right at any time to suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. Upon receipt of

such notice, Contractor shall immediately suspend its activities under this Contract, as specified in the notice.

C. The City shall have the right to terminate this Contract at any time by giving a written notice of termination to Contractor. Upon receipt of such notice, Contractor shall immediately cease performance under this Contract as specified in the notice. If the City terminates this Contract:

(1) Contractor shall, not later than five days after receipt of the notice, deliver all information prepared under this Contract to the City.

(2) The City shall pay Contractor the reasonable value of Goods or Services provided by Contractor before termination; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Contract not been terminated or had Contractor completed performance required by this Contract. Contractor shall furnish to the City any financial information requested by the City to determine the reasonable value of the Goods or Services provided by Contractor. The foregoing is cumulative and does not affect any right or remedy that City may have in law or equity.

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

15. Guarantee and Warranty. Contractor assumes design responsibility and warrants the articles to be free from design defect and suitable for the purposes intended by City. If it is determined by the City that the Goods and Services do not meet the minimum requirements of this Contract, the Contractor shall correct the same at Contractor's sole expense.

A. The Contractor agrees that the Goods and Services furnished under this Contract will be covered by the industry standard or better warranty.

B. Contractor further warrants that the Goods and Services furnished under this Contract will be covered by the most favorable commercial warranties the Contractor gives to any customer for the Goods and Services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the City at law or equity, or by any other clause of this Contract.

C. Any additional warranties provided by law, including the warranty of merchantability and warranty of fitness for a particular purpose will remain in full force and effect and inure to the City's benefit. City reserves all rights and remedies provided by law for breach of any applicable warranty related to the Goods and Services.

D. City's inspections, approval, acceptance, or payment for all or part of any Goods and

Services will in no way affect City's warranty rights.

16. Indemnity.

- A. Indemnity: Contractor shall defend, hold harmless, and indemnify City, its officers, and employees, and each and every one of them, 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 "Liabilities"), including Liabilities for personal injury or death, damage to personal, real, or intellectual property, damage to the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with 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 Liabilities (i) are caused in part by a party indemnified hereunder, or (ii) 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.
- 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 section 8.B., above.
- C. Survival. The provisions of this section will survive any expiration or termination of this Contract.

17. 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.

18. 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.

19. **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.
20. **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.
21. **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.
22. **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.
23. **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.
24. **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.
25. **Binding Effect.** This Contract is binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 24, above.
26. **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.

27. 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.

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: *Matthew Thorup*
Matthew Thorup (Apr 22, 2026 10:51:22 PDT)

Title: Account Executive

Additional Signature (if required):

Title:

CITY OF SACRAMENTO

A Municipal Corporation

APPROVED AS TO FORM:

Signature: *RM*
Ryan Meyerhoff (Apr 22, 2026 11:16:16 PDT)

Title: Senior Deputy City Attorney

Reviewed By:

Signature:

Title:

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: