Agreement: Shelving Contract with Systems & Space, Inc. for Center for Sacramento History Storage Space at McClellan Park [Published for 10-day Review on 06/14/2024]

Location: Building 250, Bay N 5008 & 5016 Luce Avenue, McClellan, Sacramento County

Recommendation: Adopt a Resolution: 1) establishing the McClellan Park Archives Shelving Project (M17700200) as a new Capital Improvement Project (CIP); 2) authorizing the City Manager or the City Manager’s designee to transfer $270,000 (General Fund, Fund 1001) from the McClellan Park Storage Project (I17002000) to the McClellan Park Shelving Project (M17700200); 3) authorizing the City Manager or the City Manager’s designee to transfer $413,090 (Measure U Fund, Fund 2401) from the McClellan Park Storage Project (I17002000) to the McClellan Park Shelving Project (M17700200); 4) authorizing the City Manager or the City Manager’s designee to transfer $695,756 from the available fund balance of the Felt Fund (Fund 5015) to the McClellan Park Shelving Project (M17700200); 5) approving the use of the cooperative purchasing agreement with Sourcewell Contract Number #94262 for the purchase and installation of shelving for the storage facility at McClellan Park; and 6) authorizing the City Manager or the City Manager’s designee to execute an agreement with Systems & Space, Inc. for the purchase and installation of shelving for the storage facility at McClellan Park for an amount not to exceed $1,139,182.

Contact: Marcia Eymann, City Historian, (916) 808-5960, meymann@cityofsacramento.org; Dustin Hollingsworth, Assistant Director, (916) 808-5538, djhollingsworth@cityofsacramento.org; Convention and Cultural Services Department

Presenter: None

Attachments:
1-Description/Analysis
2-Resolution
3-Agreement

Description/Analysis
Issue Detail: Founded in 1953, the Center for Sacramento History (CSH) is the City and County’s official repository for historic collections. CSH’s collection contains countless irreplaceable artifacts from Sacramento’s history dating back to 1848. CSH is responsible for the care, maintenance, and protection of the items in this collection and to continue to collect relevant items that will tell the story
of Sacramento’s history for generations to come. These collections are held in the public trust and reflect the many aspects of the social, political, geographic, and cultural history of the Sacramento region.

In December of 2023 City Council passed a motion authorizing the City Manager or City Manager’s designee to execute a 10-year Lease Agreement with McClellan Realty LLC for space to store the collections of the Center for Sacramento History and Crocker Art Museum at McClellan Park.

To maximize the storage space for the Center for Sacramento History’s collections at McClellan Park a mix of compact, wide span, and pallet shelving will be used. This shelving will allow more collections items to be stored safely and to allow for growth. The shelving will become the City’s property and will be able to be relocated, if necessary, at the end of the lease term.

Purchase and installation of the shelving has become time sensitive as the leased space is expected to be ready for the City in the next few months and pricing has the potential to increase until an agreement is executed. A primary source of funding for the shelving is a $500,000 grant from the California Natural Resources Agency (CNRA) Community Reinvestment Grant for the purchase and installation of shelving to be used by CSH at McClellan Park. The City has yet to receive the grant funding. In order to move forward with the purchase of the shelving funding will come from the Felt Fund (Fund 5015) and will be reimbursed to the fund if and when the grant is received.

Policy Considerations: The City of Sacramento holds the collections for the CSH in public trust. It is the City’s responsibility to care for and preserve these collections in perpetuity. Specifically, it will uphold CSH’s mission, “The Center educates and enriches the public by collecting, preserving, and making accessible the region’s vast cultural heritage.” As conveyed in the Collections Management Policy, as approved by council in 2017, Section VII of the Policy sets forth the Center’s “legal, ethical, and professional obligations to provide proper physical care for its collections held in the public trust; it will provide necessary care for materials both accessioned and borrowed as set by accepted professional standards in the Archival and Museum fields.”

The Winchester G and Mary Alice Felt Fund F5015 was established in February of 2003 upon the bequest of Winchester G. and Mary Alice Felt for the purpose of collection development preservation and care at the Center for Sacramento History (then known as The Sacramento Archives and Museum Collection Center). The use of the fund for the purchase of shelving aligns with the requirements of the fund given that that the shelving is providing optimal storage conditions for collection care.

Per City Code 3.56.240, the City Manager, where advantageous to the City, may, by cooperative purchasing agreements approved by the City Council, purchase supplies or nonprofessional services through legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City.
Systems and Space is the Northern California authorized Area Contractor for Spacesaver Corporation, the manufacturer of the shelving. Spacesaver specifies that their warranty is dependent on all installations being performed by factory trained and certified technicians. Section 2.3.5 of the Community Workforce and Training Agreement (CWTA), which typically applies to projects over one million dollars, provides an exemption when the work is performed by employees of an Original Equipment Manufacturer or vendor in order to maintain the warranty.

The Sacramento City Code section 4.04.020 and Council Rules of Procedure (Chapter 7, Section E.2.d) mandate that unless waived by a two-thirds vote of the City Council, all labor agreements and all agreements greater than $1,000,000 shall be made available to the public at least ten (10) days prior to council action. This item was published for 10-day review on June 14, 2024, in compliance with the City Code.

**Economic Impacts:** The CSH draws cultural tourists and visitors to Sacramento including film crews from Netflix, HBO and other producers and studios, seeking the extensive and unique collections that the CSH has to offer. The CSH’s film, photography, and archival collections are used around the world and generate revenue for the City. These historic collections document the City’s origins from 1848 up to the 21st century and are an essential part of our democracy.

The CSH also contributes to the prestige and professional reputation of the City.

**Environmental Considerations:** Not applicable.

**Sustainability:** The shelving will be able to be relocated to another location at the end of the lease term, if necessary, and has the potential to have a useful life of several decades.

**Commission/Committee Action:** Not applicable.

**Rationale for Recommendation:** In order to optimize the space being leased at McClellan and to organize the historic collections for efficiency a variety of shelving types are necessary. The compact shelving is specifically designed to move, allowing maximum use of the available floor space.

To maximize cost savings and staff resources, many government agencies share contracting efforts through cooperative purchasing. This procurement approach increases pricing competitiveness and lowers operating costs through volume purchasing.

The City of Sacramento (City) has used both regional and national cooperative purchasing agreements to complement its own contracting initiatives. Cooperative purchasing enables City departments to evaluate a broader range of contracting opportunities and to share resources with other jurisdictions. Cooperative purchasing also leverages internal and external resources to
maximize cost-saving opportunities for the City.

**Financial Considerations:** The cost of the shelving including installation is $1,139,182 with a total project cost of approximately $1.4 million. The adoption of this resolution will make sufficient funding available in the McClellan Park Shelving Project (M17700200) to execute the agreement with Systems & Space, Inc. in an amount not to exceed $1,139,182, from the sources noted below.

In March of 2023, Council adopted Resolution No. 2023-055 establishing the McClellan Park Storage Project (I17002000) for CSH’s collections to be moved and for shelving to be used at McClellan Park. Currently this project has a balance of $683,090, which will be moved to the McClellan Park Shelving Project CIP (M17700200) as a more appropriate means for the purchase and installation of the shelving. The remaining $695,756 will come from the available fund balance of the Felt Fund (Fund 5015).

The City has been awarded a $500,000 grant from the California Natural Resources Agency (CNRA) Community Reinvestment Grant for the purchase and installation of shelving to be used by CSH at McClellan Park. The funding is designated for the McClellan Park Shelving Project (I17002000). When that funding becomes available, the Felt Fund (Fund 5015) will be reimbursed up to $500,000. Staff will return to Council upon receipt of the grant funding for the appropriate authority to accept and budget the grant funding and to reimburse the Felt Fund.

**Local Business Enterprise (LBE):** Not applicable.
RESOLUTION 2024-
Adopted by the Sacramento City Council
June 25, 2024

Shelving Contract with Systems & Space, Inc., for Center for Sacramento History storage space at McClellan Park

BACKGROUND

A. In March of 2023, City Council adopted Resolution No. 2023-0055 establishing the McClellan Park Storage Project MYOP (I17002000) for the Center for Sacramento History’s (CSH) collections to be moved and for shelving to be used at McClellan Park.

B. In December 2023 the City Council passed a motion authorizing the City Manager to execute a 10-year Lease Agreement with McClellan Realty, LLC for space to store the collections of the CSH and Crocker Art Museum at McClellan Park.

C. To maximize the storage space for the CSH’s collections at McClellan Park, a mix of compact wide-span and pallet shelving will be used. The shelving will be able to be relocated to another location at the end of the lease term, if necessary, and has the potential to have a useful life of several decades.

D. Per City Code 3.56.240, the City Manager, where advantageous to the City, may, by cooperative purchasing agreements approved by the City Council, purchase supplies or nonprofessional services through legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City.

E. Systems & Space, Inc. is the Northern California authorized Area Contractor for Spacesaver Corporation, the manufacturer of the shelving. Spacesaver specifies that their warranty is dependent on all installations being performed by factory trained and certified technicians. Section 2.3.5 of the Community Workforce and Training Agreement (CWTA), which typically applies to projects over one million dollars, provides an exemption when the work is performed by employees of an Original Equipment Manufacturer or vendor in order to maintain the warranty.

F. The Felt Fund (5015) was established in February of 2003 upon the bequest of Winchester G. and Mary Alice Felt for the purpose of collection development preservation and care at the CSH. The use of the fund for the purchase of
shelving aligns with the requirements of the fund as the shelving is providing optimal storage conditions for collection care.

G. The CSH will receive a $500,000 grant from the California Natural Resources Agency (CNRA) Community Reinvestment Grant for the purchase and installation of shelving at McClellan Park. However, in order to make the storage space serviceable, the purchase and installation of shelving must precede receipt of the CNRA grant.

H. In order to complete this project, staff recommends establishing the McClellan Park Archives Shelving Project (M17700200) as a new Capital Improvement Project (CIP) and transferring funding from the available fund balance of the Felt Fund (Fund 5015) and the McClellan Park Storage Project MYOP (I17002000) to the purchase and installation of shelving.

I. Upon approval of the transfers from the available fund balance of the Felt Fund (Fund 5015) and the McClellan Park Storage Project MYOP (I17002000) in the total amount of $1,378,846 to the McClellan Park Archives Shelving Project (M17700200), there will be sufficient funding to execute the agreement with Systems & Space, Inc. for the purchase and installation of shelving.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. The McClellan Park Archives Shelving Project (M17700200) is established as a new Capital Improvement Project.

Section 2. The City Manager or the City Manager’s designee is authorized to transfer $270,000 (General Fund, Fund 1001) from the McClellan Park Storage Project (I17002000) to the McClellan Park Shelving Project (M17700200).

Section 3. The City Manager or the City Manager’s designee is authorized to transfer $413,090 (Measure U Fund, Fund 2401) from the McClellan Park Storage Project (I17002000) to the McClellan Park Shelving Project (M17700200).

Section 4. The City Manager or the City Manager’s designee is authorized to transfer $695,756 from the available fund balance of the Felt Fund (Fund 5015) to the McClellan Park Shelving Project (M17700200).

Section 5. The use of the cooperative purchasing agreement with Sourcewell Contract Number 94262 for the purchase and installation of shelving is authorized.

Section 6. The City Manager or the City Manager’s designee is authorized to execute an agreement with Systems & Space, Inc. for the purchase and
installation of shelving for the storage facility at McClellan Park for an amount not to exceed $1,139,182.
THIS CONTRACT is made at Sacramento, California, by and between the CITY OF SACRAMENTO, a charter city and municipal corporation ("CITY"), and

Systems & Space, Inc.
500 Boulder Ct., Suite B
Pleasanton, CA 94566
Phone: 925-426-1955/Fax: 925-426-0882
E-mail: cbelmont@systemsnspace.com

("Contractor"), as of the Effective Date, as defined below.

The City and Contractor agree as follows:

1. Effective Date. This Contract shall be effective beginning the date it is fully executed by the duly authorized parties.

2. Contract Documents. 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.

City of Sacramento Archives, 250 McClellan, 5108 Luce Ave., McClellan, CA 95652

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:


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:


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.


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

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

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:

   Marcia Eymann/Historic District Manager
   551 Sequoia Pacific Blvd., Sacramento, CA 95811
   Phone: 916-808-5960/E-mail: meymann@cityofsacramento.org

   The CONTRACTOR Representative for this Agreement is:

   Catherine Belmont/Systems Planner
   500 Boulder Ct., Suite B, Pleasanton, CA 94566
   Phone: 415-686-5618/E-mail: cbelmont@systemsnspace.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 not to extend beyond December 31, 2025. 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.
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 $1,139,181.40. 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]:

___X___ 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

________ 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 3.60.180 and applicable provisions of the California Labor Code, which require, among other things, that Contractor and all subcontractors pay not less than the prevailing rate of wages, as determined by the Director of the California Department of Industrial Relations (“DIR”) in accordance with California Labor Code section 1773. Contractor and every subcontractor shall maintain payroll records and submit certified payrolls and other labor compliance documentation electronically when and as required by CITY. In addition, Labor Code Section 1771.4 requires the Contractor and any subcontractor performing any Public 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 3.60.180. 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 3.60.190, Section 1777.5 et seq. of the California Labor Code, and implementing regulations set forth in Title 8 of the California Code of Regulations, governing the employment of apprentices. The Contractor and any subcontractors performing Public 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 3.60.180 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.
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.

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

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

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

3. **Automobile Liability Minimum Scope and Limits of Insurance Coverage.** *(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 minimum limits of insurance required above may be satisfied by a combination of primary and umbrella or excess insurance coverage, provided that any umbrella or excess insurance contains, or is endorsed to contain, a provision that it will apply on a primary basis for the benefit of the City, and any insurance or self-insurance maintained by City, its officials, employees, or volunteers will be in excess of Contractor's umbrella or excess coverage and will not contribute to it.

5. **Workers’ Compensation Minimum Scope and Limits of Insurance Coverage.** *(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 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. **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.

8. **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.

9. **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, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

B. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each 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
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.
ATTACHMENT 1 TO EXHIBIT A

City Of Sacramento
CENTER FOR SACRAMENTO HISTORY

Date: 5/24/2024
Prepared For: Marcia Eymann
Quote Number: 20884-41700
Valid through 7/4/2024
Prepared by: Catherine Belmont

Confidential
© 2023 Systems & Space, Inc. The information in this transmittal is proprietary to Systems & Space, Inc. It is provided on the condition that it remains in confidence between Systems & Space, Inc. and the recipient of this quote. Do Not Copy, Distribute nor Share the Contents of this proposal without the written permission of Systems & Space, Inc.
**Customer Quote**

# 20884-41700

Expires: 7/4/2024

---

**Buyer**
Marcia Eymann  
City Of Sacramento  
Center for Sacramento History  
551 Sequoia Pacific Blvd.  
Sacramento, CA 95811

**Install Address**
Marcia Eymann  
City of Sacramento Archives  
250 McClellan  
5108 Luce Ave.  
McClellan, CA 95652

---

<table>
<thead>
<tr>
<th>project #</th>
<th>salesperson</th>
<th>quote name</th>
<th>payment terms</th>
<th>print date</th>
</tr>
</thead>
<tbody>
<tr>
<td>20884</td>
<td>Catherine Belmont</td>
<td>20884-AR7M-R9-OPT2 Sourcewell 2024</td>
<td>30% deposit at order; monthly progress billings N30</td>
<td>5/24/2024</td>
</tr>
</tbody>
</table>

Sourcewell Contract ID #94262 City of Sacramento (list on Purchase Order)  
Sourcewell - Spacesaver #110923-SPC

---

**ActivRac7**
(2) HD Mechanical Assist Shelving Systems - 4 Post Shelving

**Wide Span Shelving**
(35) Standard/Heavy Weight Sections

**Pallet Shelving (reuse)**
(19) Sections

Permits specifically excluded

Total includes Payment & Performance Bonds

**Onsite Hourly Installation Rates**

Master Installer: $175 per hour  
Lead Installer: $170 per hour  
Installer: $155 per hour

Seismic calculations of the mobile shelving systems include cost for analysis data signed and sealed by a qualified professional engineer responsible for their preparation. Installation will adhere to these seismic calculations

Attached drawings includes layout and elevations

---

Total: $1,139,181.40
Systems & Space, Inc. 500 Boulder Ct., Suite B Pleasanton, CA 94566

Project# 20884  City of Sacramento – Center for Sacramento History

ActiRac 7 (2) HD Mechanical Assist Mobile Shelving Systems
Wide Span Shelving (35) Standard/Heavy Weight Sections
Pallet Shelving (reuse) (19) Sections

Pricing Breakout

**Large HDMS System (303 sections)**
- Material: $353,414.16
- Tax: $30,923.74
- Total: $384,337.90

**Small HDMS System (156 sections)**
- Material: $171,652.22
- Tax: $15,019.55
- Total: $186,671.77

**Wide Span Shelving (10 HD sections, 25 SD sections)**
- Material: $53,188.85
- Tax: $4,654.04
- Total: $57,842.89

**Freight/Install**
- Freight: $135,137.81
- Install: $360,423.90
- Total: $495,561.71

**Tear Down/Touch Up of Existing Racks**
- Labor: $14,767.13

**Project Total:** $1,139,181.40
**Certificate of Liability Insurance**

**Issuer:** Leavitt Pacific Insurance Brokers, Inc.

**Insured:** Systems and Space, Inc.

**Address:**
- Systems and Space, Inc.
  - 500 Boulder Court
  - Pleasanton, CA 94566

**Contact Person:** Brittanee Starke
- Phone: (408) 288-6262
- Fax: (408) 298-7635
- Email: britt-starke@leavitt.com

**Insurers:**
- Travelers Indemnity Company of Connecticut
- Travelers Property Casualty Company of America
- St. Paul Surplus Lines Insurance Company

**Certificate Information:**

<table>
<thead>
<tr>
<th>INSURED</th>
<th>TYPE OF INSURANCE</th>
<th>ADDL. INSURER</th>
<th>ADDED INSURED</th>
<th>LIMITS</th>
</tr>
</thead>
</table>
| A       | Commercial General Liability | Leavitt Pacific Insurance Brokers, Inc. | NA | EACH OCCURRENCE
|         |                   |                |                | $1,000,000 |
|         |                   |                |                | DAMAGE TO RENTED PREMISES (per occurrence) | $300,000 |
|         |                   |                |                | MED EXP (any one person) | $5,000 |
|         |                   |                |                | PERSONAL & ADV INJURY | $1,000,000 |
|         |                   |                |                | GENERAL AGGREGATE | $2,000,000 |
|         |                   |                |                | PRODUCTS - COMP/OP AGG | $2,000,000 |
| B       | Automobile Liability | Leavitt Pacific Insurance Brokers, Inc. | NA | EACH OCCURRENCE
|         |                   |                |                | $1,000,000 |
|         |                   |                |                | BODILY INJURY (per person) | $5,000 |
|         |                   |                |                | BODILY INJURY (per accident) | $10,000,000 |
|         |                   |                |                | PROPERTY DAMAGE (per accident) | $5,000 |
|         |                   |                |                | $10,000,000 |

**City of Sacramento, its officials, employees and volunteers are included as Additional Insured.**

**Certificate Holder:**

City of Sacramento

c/o EXIGIS LLC

PO Box 947

Murrieta, CA 92564

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

Fred Stafford/MIDATO

© 1988-2014 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS
The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

(b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

(a) How, when and where the "occurrence" or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) if a claim is made or "suit" is brought against the additional insured:
(a) Immediately record the specifics of the claim or "suit" and the date received; and

(b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.

(3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.

(4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insurance for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4, Other Insurance, of Section IV - Commercial General Liability Conditions.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Affinity
a division of Marsh USA LLC.
PO BOX 14404
Des Moines, IA 50306-9686

INSURED
ADP TotalSource DE IV, Inc.
5800 Windward Parkway
Alpharetta, GA 30005

LICENSING
Systems & Space Inc
500 Boulder Court Suite B
Pleasanton, CA 94566

CERTIFICATE NUMBER:

COVERAGES

COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE

EACH OCCURRENCE $1,000,000

POLICY PERIOD $1,000,000

CLAIMS-MADE GENERAL AGGREGATE $1,000,000

PRODUCTS COMPOUNDS

AUTO LIABILITY

ANY AUTO

SCHEDULED AUTOS

SCHEDULED AUTOS

PROPERTY DAMAGE

MEDICAL EXPENSE

PERSONAL INJURY

$500,000

PER ACCIDENT $25,000

PER PERSON $25,000

$25,000

$25,000

$25,000

$25,000

UMBERLLA LIABILITY

EXCESS LIABILITY

ADDITIONAL INSURED

N/A

OTHER

INDEMNIFICATION

Y/N

X

WC 034284338 CA

07/01/2023

07/01/2024

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jo Phillips

The ACORD name and logo are registered marks of ACORD.
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be ___% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

WAIVER OF SUBROGATION IN FAVOR OF City of Sacramento AS RESPECTS OF JOB PERFORMED BY Systems & Space Inc AS REQUIRED BY WRITTEN CONTRACT.

Person or Organization

City of Sacramento
PO Box 947
Murrieta, CA 92564

Job Description

20884 Museum Warehouse 5108 Luce Avenue, McClellan, CA 95652

Notes:

1. This endorsement may be used to waive the company's right of subrogation against named third parties who may be responsible for an injury.

2. The sentence in ( ) is optional with the company. It limits the endorsement to apply to specific jobs of the insured, and only to the extent that the insured is required to obtain this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 07/01/2023
Policy No. WC 034284338 CA
Endorsement No

Insured
ADP TotalSource DE IV, Inc.
5800 Windward Parkway
Alpharetta, GA 30005

Systems & Space Inc
500 Boulder Court Suite B
Pleasanton, CA 94566

Countersigned by

©1998 by the Workers' Compensation Insurance Rating Bureau of California. All rights reserved.
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:

Title:

Additional Signature (if required):

Title: Controller/Principal

CITY OF SACRAMENTO
A Municipal Corporation

APPROVED AS TO FORM:

Signature:

Title:

Reviewed By:

Signature:  

Title:  Senior Deputy City Attorney

Approved By:

Signature:

Title:

Additional Signature (if required):

Title: