

Exhibit "A"
Environmental Consultant Services Agreement

**AGREEMENT
CITY OF FRESNO, CALIFORNIA
CONSULTANT SERVICES**

THIS AGREEMENT is made and entered into effect on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and SWCA Incorporated, dba SWCA Environmental Consultants, an Arizona corporation (Consultant).

RECITALS

WHEREAS, the City desires to obtain professional Environmental Consultant services for federally-funded (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a Environmental Consultant Services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, the Consultant acknowledges that this Agreement is subject to the requirements of Fresno Municipal Code Section 4-107 and Administrative Order No. 6-19; and

WHEREAS, this Agreement will be administered for the City by its Development and Planning Director (Administrator) or designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. Scope of Services. The Consultant shall perform to the satisfaction of the City the services described in **Exhibit A**, including all work incidental to, or necessary to perform, such services even though not specifically described in **Exhibit A**.
2. Term of Agreement and Time for Performance. This Agreement shall be effective from the date first set forth above (Effective Date) and shall continue in full force and effect through July 1, 2024, subject to any earlier termination in accordance with this Agreement. The services of the Consultant as described in **Exhibit A** are to commence upon the Effective Date and shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement and in accordance with any performance schedule set forth in **Exhibit A**.
3. Compensation.
 - (a) The Consultant's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be a total fee not to exceed \$250,000.00, paid on the basis of the rates set forth in the schedule of fees and expenses contained in **Exhibit A**.

- (b) Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable in the normal course of City business. The City shall not be obligated to reimburse any expense for which it has not received a detailed invoice with applicable copies of representative and identifiable receipts or records substantiating such expense.
- (c) The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification shall include an adjustment to the Consultant's compensation. Any change in the scope of services must be made by written amendment to the Agreement signed by an authorized representative for each party. The Consultant shall not be entitled to any additional compensation if services are performed prior to a signed written amendment.

4. Termination, Remedies, and Force Majeure.

- (a) This Agreement shall terminate without any liability of the City to the Consultant upon the earlier of: (i) the Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against the Consultant; (ii) seven calendar days prior written notice with or without cause by the City to the Consultant; (iii) the City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement.
- (b) Immediately upon any termination or expiration of this Agreement, the Consultant shall (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to the City any and all unearned payments and all properties and materials in the possession of the Consultant that are owned by the City. Subject to the terms of this Agreement, the Consultant shall be paid compensation for services satisfactorily performed prior to the effective date of termination. The Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.
- (c) In the event of termination due to failure of the Consultant to satisfactorily perform in accordance with the terms of this Agreement, the City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, the City's damages caused by such failure. In no event shall any payment by the City pursuant to this Agreement constitute a waiver by the City of any breach of this Agreement which may then exist on the part of the Consultant, nor shall such payment impair or prejudice any remedy available to the City with respect to the breach.
- (d) Upon any breach of this Agreement by the Consultant, the City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect,

consequential, economic and incidental damages for the breach of the Agreement. If it is determined that the City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

- (e) The Consultant shall provide the City with adequate written assurances of future performance, upon Administrator's request, in the event the Consultant fails to comply with any terms or conditions of this Agreement.
- (f) The Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of the City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Consultant shall notify Administrator in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

5. Confidential Information and Ownership of Documents.

- (a) Any reports, information, or other data prepared or assembled by the Consultant pursuant to this Agreement shall not be made available to any individual or organization by the Consultant without the prior written approval of the Administrator. During the term of this Agreement, and thereafter, the Consultant shall not, without the prior written consent of the City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of the City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary in the City.
- (b) Any and all writings and documents prepared or provided by the Consultant pursuant to this Agreement are the property of the City at the time of preparation and shall be turned over to the City upon expiration or termination of the Agreement. The Consultant shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.
- (c) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 5.
- (d) This Section 5 shall survive expiration or termination of this Agreement.

6. Professional Skill. It is further mutually understood and agreed by and between the parties hereto that inasmuch as the Consultant represents to the City that the

Consultant and its subcontractors, if any, are skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, the City relies upon the skill of the Consultant and any subcontractors to do and perform such services in a skillful manner and the Consultant agrees to thus perform the services and require the same of any subcontractors. Therefore, any acceptance of such services by the City shall not operate as a release of the Consultant or any subcontractors from said professional standards.

7. Indemnification. To the furthest extent allowed by law, the Consultant shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Consultant, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Agreement.

8. Insurance.

- (a) Throughout the life of this Agreement, the Consultant shall pay for and maintain in full force and effect all insurance as required in **Exhibit B**, which is incorporated into and part of this Agreement, with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by the City's Risk Manager or designee at any time and in his/her sole discretion. The required policies of insurance as stated in **Exhibit B** shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.
- (b) If at any time during the life of the Agreement or any extension, the Consultant or any of its subcontractors/sub-consultants fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to the Consultant shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect

and that the premiums therefore have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Agreement. No action taken by the City pursuant to this section shall in any way relieve the Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by the City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

- (c) The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify the City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.
- (d) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall require each subcontractor/sub-consultant to provide insurance protection, as an additional insured, to the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with the Consultant and the City prior to the commencement of any services by the subcontractor. The Consultant and any subcontractor/sub-consultant shall establish additional insured status for the City, its officers, officials, employees, agents, and volunteers by using Insurance Service Office (ISO) form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

9. Conflict of Interest and Non-Solicitation.

- (a) Prior to the City's execution of this Agreement, the Consultant shall complete a City of Fresno conflict of interest disclosure statement in the form as set forth in **Exhibit C**. During the term of this Agreement, the Consultant shall have the obligation and duty to immediately notify the City in writing of any change to the information provided by the Consultant in such statement.
- (b) The Consultant shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation,

California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of the City, the Consultant shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, the Consultant and the respective subcontractor(s) are in full compliance with all laws and regulations. The Consultant shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, the Consultant shall immediately notify the City of these facts in writing.

- (c) In performing the work or services to be provided hereunder, the Consultant shall not employ or retain the services of any person while such person either is employed by the City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.
 - (d) The Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit, or procure this Agreement or any rights/benefits hereunder.
 - (e) Neither the Consultant, nor any of the Consultant's subcontractors performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. The Consultant and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, the Consultant shall remain responsible for complying with Section 9(b), above.
 - (f) If the Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, the Consultant shall include the provisions of this Section 9 in each subcontract and require its subcontractors to comply therewith.
 - (g) This Section 9 shall survive expiration or termination of this Agreement.
10. Recycling Program. In the event the Consultant maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, the Consultant at its sole cost and expense shall:
- (a) Immediately establish and maintain a viable and ongoing recycling program, approved by the City's Solid Waste Management Division, for

each office and facility. Literature describing the City recycling programs is available from the City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.

- (b) Immediately contact the City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (c) Cooperate with and demonstrate to the satisfaction of the City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the ongoing maintenance thereof.

11. General Terms.

- (a) Except as otherwise provided by law, all notices expressly required of the City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the Administrator or designee.
- (b) Records of the Consultant's expenses pertaining to the Project shall be kept on a generally recognized accounting basis and shall be available to the City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of the Consultant pertaining to the Project shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. If any litigation, claim, negotiations, audit or other action is commenced before the expiration of said time period, all records shall be retained and made available to the City until such action is resolved, or until the end of said time period whichever shall later occur. If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this paragraph. This Section 11(b) shall survive expiration or termination of this Agreement.
- (c) Prior to execution of this Agreement by the City, the Consultant shall have provided evidence to the City that the Consultant is licensed to perform the services called for by this Agreement (or that no license is required). If the Consultant should subcontract all or any portion of the work or services to be performed under this Agreement, the Consultant shall require each subcontractor to provide evidence to the City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

12. Nondiscrimination. To the extent required by controlling federal, state and local law, the Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as

a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:

- (a) The Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.
- (b) The Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (c) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
- (d) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of the Consultant's commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (e) If the Consultant should subcontract all or any portion of the services to be performed under this Agreement, the Consultant shall cause each subcontractor to also comply with the requirements of this Section 12.

13. Independent Contractor.

- (a) In the furnishing of the services provided for herein, the Consultant is acting solely as an independent contractor. Neither the Consultant, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venturer, partner or associate of the City for any purpose. The City shall have no right to control or supervise or direct the manner or method by which the Consultant shall perform its work and functions. However, the City shall retain the right to administer this Agreement so as to verify that the Consultant is performing its obligations in accordance with the terms and conditions thereof.
 - (b) This Agreement does not evidence a partnership or joint venture between the Consultant and the City. The Consultant shall have no authority to bind the City absent the City's express written consent. Except to the extent otherwise provided in this Agreement, the Consultant shall bear its own costs and expenses in pursuit thereof.
 - (c) Because of its status as an independent contractor, the Consultant and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to the City employees. The Consultant shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare and retirement benefits. In addition, together with its other obligations under this Agreement, the Consultant shall be solely responsible, indemnify, defend and save the City harmless from all matters relating to employment and tax withholding for and payment of the Consultant's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers' compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in the City employment benefits, entitlements, programs and/or funds offered employees of the City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, the Consultant may be providing services to others unrelated to the City or to this Agreement.
14. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.
15. Binding. Subject to Section 16, below, once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each

parties' respective heirs, successors, assigns, transferees, agents, servants, employees, and representatives.

16. Assignment.

(a) This Agreement is personal to the Consultant and there shall be no assignment by the Consultant of its rights or obligations under this Agreement without the prior written approval of the City Manager or designee. Any attempted assignment by the Consultant, its successors or assigns, shall be null and void unless approved in writing by the City Manager or designee.

(b) The Consultant hereby agrees not to assign the payment of any monies due the Consultant from the City under the terms of this Agreement to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due the Consultant directly to the Consultant.

17. Compliance With Law. In providing the services required under this Agreement, the Consultant shall at all times comply with all applicable laws of the United States, the State of California and the City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

20. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

21. Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any one provision in this Agreement shall not affect the other provisions.

22. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

23. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.
24. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
25. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
26. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
27. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
28. Extent of Agreement. Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and the Consultant.
29. The City Manager, or designee, is hereby authorized and directed to execute and implement this Agreement. The previous sentence is not intended to delegate any authority to the City Manager to administer the Agreement, any delegation of authority must be expressly included in the Agreement.

[SIGNATURES FOLLOW ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

By: _____
Georgeanne A. White,
City Manager

APPROVED AS TO FORM:
CITY ATTORNEY'S OFFICE

By: Tracy N. Parvanian Date _____
Tracy N. Parvanian
Senior Deputy City Attorney

ATTEST:
TODD STERMER, CMC
City Clerk

By: _____
Deputy

Addresses:

CITY:
City of Fresno
Attention: Karen Jenks, Housing Manager
2600 Fresno Street, Room 3065
Fresno, CA 93721
Phone: (559) 621-8507
E-mail: Karen.Jenks@fresno.gov

Attachments:

1. Exhibit A - Scope of Services
2. Exhibit B - Insurance Requirements
3. Exhibit C - Conflict of Interest Disclosure Form

SWCA Environmental Consultants,
an Arizona corporation

By: [Signature]
Name: Laura Moran

Title: Vice President, Northern California & Central Coast
(If corporation or LLC., Board Chair,
Pres. or Vice Pres.)

By: [Signature]
Name: Denis Henry

Title: CFO
(If corporation or LLC., CFO, Treasurer,
Secretary or Assistant Secretary)

Any Applicable Professional License:
Number: _____
Name: _____
Date of Issuance: _____

CONSULTANT:
VSWCA Environmental Consultants
Attention: Alaina Callinan, Project
Manager
6355 Riverside Boulevard, Suite C
Sacramento, CA 95831
Phone: 845-253-2794
E-mail: Alaina.Callinan@swca.com

EXHIBIT A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (City) and SWCA Consultants

Housing and Community Development Division Federally-Funded Programs and Activities

- Phase I and / or Phase II (AAI – Compliant as per ASTM E 1527-05)
- NEPA – Exemptions
- NEPA – Categorical Exclusions Subject to / not Subject to
- NEPA – Finding of No Significant Impact
- Publication Preparation
- Form 7015.15 Preparation
- Preparation of Mitigation Plans
- Documents Formatted for HEROS
- Subcontracting for specialized services required to complete NEPA

SCHEDULE OF FEES AND EXPENSES

| TASK | UNIT PRICE | ASSUMED QUANTITY | FEE |
|-------------------------------------------------------|------------|------------------|----------|
| Exempt ERR Document | \$500. | 10 | \$5,000 |
| CENST ERR Document | \$550 | 5 | \$2,750 |
| CEST ERR Document | \$10,000 | 3 | \$30,000 |
| EA ERR Document | \$12,500 | 2 | \$25,000 |
| Tier I Broad Review | \$12,000 | 0 | \$0 |
| Tier II Site-Specific Reviews | \$1,300 | 0 | \$0 |
| Specialized Studies for the Above Quantity of Reviews | | N/A N/A | \$20,000 |

SWCA's cost estimate above is based on the following assumptions:

1. All information needed to complete the environmental review will be provided by the City when the notice to proceed for the project is issued.
2. Publication costs for all public notices will be incurred directly by the City.
3. Prices include the Publication Preparation and Form 7015.15 Preparation and Mitigation Plans for levels of review requiring these documents.
4. Based on conversations with the City Project Manager, the amount and types of projects for Fiscal Year 2022–2023 have not yet been determined. As applications are still being received and reviewed for inclusion in the 2022–2023 Action Plan, SWCA estimates the project types and quantities in Table 2 can be completed under this NTE Fee. Any additional reviews deemed required once projects are known would be subject to the submission of a change order for the type and quantity of additional reviews at the unit price included in Table 2.
5. All SWCA deliverables and receivables will be submitted electronically and hard copies of documents will not be produced.
6. The Unit Price of each ERR does not include costs associated with potential specialized services such as wetland delineation, threatened and endangered species inventory studies, Phase I/II ESAs, contaminated soil testing, LBP investigations/studies, or archaeology field studies. We have included a base fee for these specialized services for the review level and quantity of reviews assumed in Table 2. Should the quantity of reviews deviate from Table 2, SWCA is capable of performing all these services directly or through our qualified subcontractor Haro Environmental and will provide the City with a cost and technical proposal if any of these services are identified as being necessary for CDBG funded projects.
7. The CEST and EA unit prices generated are based on each CDBG project involving a single activity location such as one multi-family residential building or infrastructure improvement development that does not exceed 15 acres in area. SWCA would request

for complex projects with multiple areas and activities that a separate unit rate be negotiated with the City in advance.

8. The unit costs in Table 2 assume that the costs for any documents required from the CHRIS for NHPA Section 106 compliance will be limited to no more than \$500 per assignment.

9. Any CEQA-related regulations will overlap and be covered by the comparable HUD NEPA regulation or be allowed an exemption based on the project activity.

EXHIBIT B

INSURANCE REQUIREMENTS

**Consultant Service Agreement between City of Fresno (City)
and SWCA Incorporated dba SWCA Environmental Consultants (Consultant)
Housing and Community Development Division Federally-Funded Projects and
Activities**

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to the Consultant's profession. Architect's and engineer's coverage is to be endorsed to include contractual liability.

MINIMUM LIMITS OF INSURANCE

The Consultant, or any party the Consultant subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to the City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;

- (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
- 2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
- 3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.
- 4. **EMPLOYER'S LIABILITY:**
 - (i) \$1,000,000 each accident for bodily injury;
 - (ii) \$1,000,000 disease each employee; and,
 - (iii) \$1,000,000 disease policy limit.
- 5. **PROFESSIONAL LIABILITY** (Errors and Omissions):
 - (i) \$1,000,000 per claim/occurrence; and,
 - (ii) \$2,000,000 policy aggregate.

UMBRELLA OR EXCESS INSURANCE

In the event the Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

The Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and the Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, agents, and volunteers; or
- (ii) The Consultant shall provide a financial guarantee, satisfactory to the City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1. The City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. The Consultant shall establish additional insured status for the City and for all ongoing and completed operations by

use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.

2. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, the Consultant's insurance coverage shall be primary insurance with respect to the CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of the Consultant's insurance and shall not contribute with it. The Consultant shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: The Consultant and its insurer shall waive any right of subrogation against the City, its officers, officials, employees, agents, and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by the Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by the Consultant, the Consultant must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to CITY for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days' written notice by certified mail, return receipt requested, has been given

to the City. The Consultant is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, the Consultant shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, the Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by the Consultant shall not be deemed to release or diminish the liability of the Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the Consultant, its principals, officers, agents, employees, persons under the supervision of the Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If the Consultant subcontracts any or all of the services to be performed under this Agreement, the Consultant shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the City to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by the City Risk Manager or designee. If no Side Agreement is required, the Consultant will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

VERIFICATION OF COVERAGE

The Consultant shall furnish the City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City's Risk Manager or designee prior to the City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of the City, the Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT C

DISCLOSURE OF CONFLICT OF INTEREST

Housing and Community Development Division Federally-Funded Projects and Activities

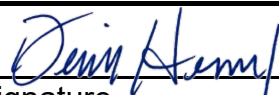
| | | YES* | NO |
|-----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
| 1 | Are you currently in litigation with the City of Fresno or any of its agents? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2 | Do you represent any firm, organization, or person who is in litigation with the City of Fresno? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3 | Do you currently represent or perform work for any clients who do business with the City of Fresno? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4 | Are you or any of your principals, managers, or professionals, owners or investors in a business which does business with the City of Fresno, or in a business which is in litigation with the City of Fresno? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5 | Are you or any of your principals, managers, or professionals, related by blood or marriage to any City of Fresno employee who has any significant role in the subject matter of this service? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6 | Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| * If the answer to any question is yes, please explain in full below. | | | |

Explanation: _____

Caltrans is both SWCA's client and a

service provider to the City of Fresno

☐ Additional page(s) attached.


Signature

July 25, 2022
Date

Denis Henry
(Name)

SWC, Incorporated
(Company)

20 E Thomas Road, Suite 1700
(Address)

Phoenix, AZ 85012
(City, State Zip)

APPROVALS MATRIX

Owner: J Fluder, CEO / N Crumbley, SVP / B Kroeger, SVP / B Kloepper, SVP

Administration: D Henry, CFO / M Lanin, VP of Accounting & Finance

PROPOSALS, CLIENT CONTRACTS, TEAMING AGREEMENTS AND CHANGE ORDERS

| PROJECT PROPOSALS & BUDGETS PROJECT CONTRACTS / WORK REQUESTS / TEAMING AGREEMENTS / CHANGE ORDERS | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|----------------------------------------------------------------------------------------------------------|----------------|------------------------------------------------------------|-----------------------------|
| | >\$2M | CEO or CFO | CEO or CFO |
| | = / < \$2M | P&L SVP | SVP |
| | = / < \$1M | P&L VP | VP |
| | = / < \$200K | P&L Director | Director |
| | = / < \$20K | Lead with Director+ delegation | Director |
| Documents with language requiring Officer approval | All | Corporate Officers | Corporate Officers |
| All MSAs/IDIQs with no specified contract value | All | VP or above | VP or above |
| Terms and condition changes to SWCA standard service agreement | All | VP of Accounting & Finance | See above signing authority |
| Customer Contracts on Client's service agreement | All | contracts@swca.com | See above signing authority |
| Contracts with employee non-solicitation clauses (SWCA is prevented from hiring clients' employees) | All | All Ops SVPs | See above signing authority |
| Exclusivity Agreements / Clauses | All | All Potentially Impacted P&L Owners | VP |
| Conflict of Interest Agreements / Clauses | All | All Potentially Impacted P&L Owners | VP |

Note:

-All MSAs/IDIQs with no specified contract value may be signed by VP's or above.

-Customer Contracts on SWCA standard service agreement (terms and conditions changes must be approved by VP of Accounting & Finance)

-Customer Contracts on Client's service agreement (all such contracts must be reviewed by the Contract Review Team: contracts@swca.com)

-Leads can approve up to \$20K with Director+ delegation; lead approval requires all standard SWCA terms and conditions

| DISCOUNTED RATES | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|-----------------------------------------------------------------------------|-------------------------------------|--------------------|-------------------|
| Discounts from Standard Billing Rates (based on overall labor multiplier) * | Labor Multiplier < 2.85 AND > \$50K | CEO or CFO | |
| | Labor Multiplier 2.85 to 3.0 | P&L SVP | |
| | Labor Multiplier 3.0 to 3.15 | P&L VP | |
| | Labor Multiplier 3.15 to 3.30 | P&L Director | |
| Discounts from GSA Billing Rates | All | SVP | |

| DISCOUNTED RATES | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|-----------------------------------------------------|-------------------|
| Raw Rate Build-up Profit Margin Selection Note: Rate buildups can be obtained from rates@swca.com | < 8% profit > / = 8% profit > / = 10% profit | CFO P&L Owner SVP P&L Owner VP | |
| Discounts from Standard Markup on ODCs (15%) and Subcontractors (20%) | Sub / ODC markup < 5% Sub / ODC markup > / = 5% Sub / ODC markup > 10% | P&L Owner SVP P&L Owner VP P&L Owner Director | |
| Discount on Communication Fee (3%) | < 3% | PM | |

Note: Immaterial discounts that amount to less than \$500 impact do not require management approval

* SVP's or VP's have authority to approve a one level staff change on projects with standard rates. Two or more level changes require CEO approval. Overall project labor multiplier takes precedence over individual labor rates with regards to approval authority. Contact rates@swca.com to obtain the overall labor multiplier on a given project budget.

** Capping overhead rate to a level lower than our audited overhead rate must be approved by CEO and CFO.

| NON-STANDARD SERVICES | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------|--------------------------------|
| Service that involve: Phase 2 Environmental Investigations, contaminated properties, hazardous waste, petroleum or chemical storage, subcontracted construction or construction management, contaminated soil or groundwater sampling, hydrological modeling, residential or commercial subdivisions (no engineering and related services performed by our affiliate as defined below) | All | SVP | SVP |
| Services performed by affiliate company 'SWCA Environmental & Engineering Services, Inc.', including: environmental remediation, engineering design, earthwork or roadway grading plans, hydrological modeling, engineering feasibility studies, other plans, etc. | All | Bob Kroeger and Daren Pait | Denis Henry or Melanie Gregory |
| Phase 1 Environmental Assessments | All | P&L Owner VP | VP |

Note: Approvals for Non-Standard Services are required prior to proposing on such work.

| HIGH-RISK BUSINESS LINES - PROPOSALS FOR ALL NEW LAND DEVELOPER CLIENTS (INCLUDING NON-UTILITY SOLAR DEVELOPERS) | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|--------------------|-------------------|
| | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
| All <u>new</u> such clients are required to submit a security deposit equal to the lesser of a. 25% of the contract value or b. 90 days-worth of invoicing. | All | SVP | SVP |

Note: Existing such clients with good payment histories continue to be allowed to have interim projects according to our normal policy (eg: email from the client that confirms a. brief scope of work, b. notice to proceed, and c. approximate dollar amount).

- Approvals for High-Risk Business Lines are required prior to proposing on such work.

| FEDERAL OPPORTUNITIES THROUGH E-BUY | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|----------------------------------------------|----------------|--------------------|-------------------|
| Go / no-go decision <u>prior</u> to pursuing | All | SVP or VP | |

| PROPOSALS/ OPPORTUNITIES THAT EXIST OUTSIDE THE 50 US STATES | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|--------------------------------------------------------------|----------------|-----------------------|-------------------|
| Go / no-go decision <i>prior</i> to pursuing | All | CEO or CFO in advance | CEO or CFO |

Note:

There are many considerations when pursuing work outside of the 50 US states (e.g.: contracting, taxes, legal structure/ESOP, ability to expatriate earnings to the US, multi-currency/banking, insurance, business registrations, employment/workers comp, etc.)

| SUBCONTRACTS TERMS AND CONDITIONS REVIEW | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|-------------------------------------------------|---------------------------------------------------------|------------------------------|-------------------------------------|
| Total Subcontractor Agreements/MSAs Per Project | > \$500K = / < \$500K = / < \$250K = / < \$50K | CFO SVP VP Director | CEO or CFO SVP VP Director |
| Non-Standard Terms & Conditions | All | VP of Accounting & Finance | |

Note: All sub-contracts must be on SWCA's Standard Subcontractor Agreement and Sub must carry insurance (see below). Only CFO or VP of Accounting & Finance may override this policy (contracts@swca.com)

- Subcontractor minimum insurance requirements:
 - Subs with 1 or more employees: Workers Comp per statutory requirements
 - Subs performing survey / field data collection: \$1M Commercial General Liability
 - Subs performing technical / authorship / analysis / subject matter expert work (does not include strictly editing): \$1M Professional Errors & - Omissions
- Leads can approve up to \$20K with Director+ delegation; lead approval requires all standard SWCA terms and conditions

| OTHER LEGAL DOCUMENTS | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|----------------------------------------------------------------|----------------|-------------------------------------------------------------------------------------------------------------|-------------------|
| Non-disclosure/Confidentiality Agreements/Teaming Arrangements | All | P&L VP (and other potentially impacted P&Ls) AND contracts@swca.com | VP or Above |

Note: Be careful to consider the impact of teaming agreements that may bind other offices to certain work and involve affected VPs

| PROJECTS / BILLING | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------|
| Setup interim project or change order* when a contract is pending signature <u>with</u> an email from our client approving each of: a. NTP, b. \$ identified, c. scope identified | All | No approval required | |
| Setup interim project or interim change order* when a contract is pending signature <u>without</u> each of: a. NTP, b. \$ identified, c. scope identified | All | P&L Owner VP and VP of Accounting & Finance | |
| Holding 'Work In Process' (WIP) on projects (per project) | > \$10K or > 75 days = / < \$10K or = / < 75 days = / < \$500 and = / < 45 days | VP of Accounting & Finance Project Accounting Supervisor Project Accounting Specialist | |
| Permanent Deferral of Billable Charges (per project) | > \$20K = / < \$20K = / < \$10K = / < \$5K = / < \$1K = / < \$100 | CFO P&L Owner SVP P&L Owner VP P&L Owner Director P&L Owner PM Project Accounting Specialist | |
| Write-Off of Accounts Receivable (per project) | > \$20K = / < \$20K = / < \$10K = / < \$5K | CFO P&L Owner SVP P&L Owner VP P&L Owner Director | CFO and VP of Acct & Fin CFO and VP of Acct & Fin CFO and VP of Acct & Fin CFO and VP of Acct & Fin |

| PROJECTS / BILLING | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|-----------------------------------------------------------------|-----------------------------|------------------------------------------|------------------------------------------|
| Posting project-related labor or expense charges to overhead ** | All | VP of Accounting & Finance | |
| Changes in Project Organization | All | VP's from both Offices | |
| Lien Releases | Partial / Progress Final | Accounting Specialist Billing Manager | Accounting Specialist Billing Manager |

* Interim change orders to cover overruns must be > / = \$10K

** If overhead transfer is clearly justified by the timesheet description of services, no approval is required.

| EMPLOYEES | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|---------------------------------------------|---------------------------------------------------------------------|--------------------------------------------------|-------------------|
| New-Hire Salary/Existing EE Pay Increases * | Salary > \$50 / hour Salary \$35 to \$50 Salary < \$35 / hour | SVP, CPO or CFO for Corp EE's VP Director | |
| Vacation Non-Standard * | > 4 Weeks = / < 4 Weeks | CPO & SVP; CPO & (CFO or CTO) for Corp EEs VP | |
| Change in Employee Productivity Targets | All | VP | |
| Signing Bonuses | All | SVP | |
| Spot Bonuses | All | SVP | |

* See the 'HR & Payroll Requirements' on MySWCA for other employment-related approval authority.

| LEASES AND CAPITAL EXPENDITURES * | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|-------------------------------------------------|----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------|-------------------|
| New Real Estate Lease Contracts | All | CFO | Officer |
| New Equipment Lease Contracts | All | CFO or VP of Finance & Accounting | Director |
| Capital Expenditures (in department budget) ** | Real Estate > \$50K = / < \$50K = / < \$10K < \$3K | Executive Team CFO SVP or CTO or CPO VP Director | Officer |
| Capital Expenditures (not in department budget) | Real Estate > \$50K or not within regional budget = / < \$50K and within regional | Executive Team CEO and CFO SVP or CTO or CPO | Officer |
| Sale/Disposal of Company-Owned Assets *** | Real Estate > \$50K Book Value = / < \$50K Book Value = / < \$10K Book Value = / < \$1K Book Value | Executive Team CFO SVP or CTO VP Director | Officer |

* Tangible items > \$1,000 are considered capital.

** Budgeted capital expenditures can be balanced within a region by a SVP (i.e.: money borrowed from one office's budget to contribute to another office's needs).

*** Any asset disposal must meet accounting requirements to avoid audit concerns. Contact controller@swca.com

| TABLETS | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|---------|------------------------|------------------------|-------------------|
| Tablets | > \$500 = / < \$500 | VP and CTO Director | |

| NON-CAPITAL EXPENDITURES / INDIRECT EXPENSES | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-------------------|
| Non-Billable General, Administrative, Travel, and Entertainment Expenses * | > \$15K = / < \$15K = / < \$10K = / < \$5K = / < \$2.5K | CEO, CFO for Corp SVP VP Director Office Admin or AP Specialist | |
| Project Specific Expenses (Sub and Expenses)* | All | Project Manager | |
| Vendor Deposits / Prepayments | All | VP, and VP of Accounting & Finance | |
| Software | Custom, not over-the-counter (eg: Vision, SQL, Project Management, etc.) < \$1K each Off the shelf software that is already in use / previously approved (eg: Adobe, Snag IT, Cute PDF, Dragon Speech, etc.) Freeware | VP, and CTO Director VP, and CTO | |

* Expenses on purchase cards follow separate purchasing card policy. SWCA policy for work-related meals: senior employee pays, and the receipt must be itemized.

| CONTRIBUTIONS | APPROVAL LEVEL | APPROVAL AUTHORITY | SIGNING AUTHORITY |
|-------------------------------------|---------------------------------------------------|-----------------------------------------|-------------------|
| Charitable / Sponsorships | > \$8K = / < \$8K = / < \$3K = / < \$500 | Executive Team SVP VP Director | |
| Political Contributions or Lobbying | Against SWCA Policy | N/A | |