

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

THIS AGREEMENT (Agreement) is made and entered into, effective on _____, by and between the CITY OF FRESNO, a California municipal corporation (City), and JSA Environmental Consulting Inc.(Consultant).

RECITALS

WHEREAS, the City desires to obtain professional lead-based paint inspection, testing, clearance and consulting services for single and or multi-family housing rehabilitation programs (Project); and

WHEREAS, the Consultant is engaged in the business of furnishing services as a lead-based inspector/assessor 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 City Manager (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 June 30, 2028, with the option to extend for one additional year, 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 not exceed \$100,000, 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 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, litigation expenses and cost to enforce this Agreement) 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 its 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, 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 insurance is in compliance with the requirements. 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.

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) Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City entering this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the City to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or

initial plans or specifications prepared by Consultant pursuant to this Agreement.

- (d) 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.
 - (e) 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.
 - (f) 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.
 - (g) 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.
 - (h) 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 (a) 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.


[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

JSA Environmental Consulting Inc.,
A corporation

By: _____
Georgeanne A. White
City Manager

By:  _____
2E138AD294B645C...
Christopher A. Sustaita
Chief Executive Officer, Chief
Financial Officer, Secretary

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By:  _____ 5/28/2026
250AD6D4466E467...
Jennifer M. Wharton Date
Deputy City Attorney

ATTEST:
AMY K. ALLER
Interim City Clerk

By: _____
Date
Deputy

Addresses:

CITY:
City of Fresno
Attention: Karen Jenks, Housing &
Neighborhood Revitalization Manager
2600 Fresno Street, Room 3065
Fresno, CA 93721
Phone: (559) 621-8057
E-mail: Karen.Jenks@fresno.gov

CONSULTANT:
JSA Environmental Consulting Inc.
Attention: Christopher A. Sustaita,
President
4539 N Brawley, Suite 101,
Fresno, CA 93722
Phone: (559) 400-6656
E-mail: Info@JSAEnviro.com

Attachments:

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

EXHIBIT A

SCOPE OF SERVICES

Consultant Service Agreement between City of Fresno (City) and JSA Environmental Consulting, Inc. (Consultant)

Lead Based Paint Inspection, Assessment, Testing, Clearance and Consulting Services

SCOPE:

The Consultant shall furnish labor, materials, and equipment to inspect, test, consult and provide clearance of the presence of lead-based paint, including lead-contaminated dust and soil, from the interiors/exterior of housing (private single-family owner-occupied homes, tenant occupied units, and public or private multi-family residences) scheduled for rehabilitation and funded with various federal programs, within the City, as designated by the Planning and Development Department, Community Development Division (CDD) staff, on an as needed basis, in accordance with the specifications outlined below.

CITY PROGRAMS:

The primary programs requiring lead-based paint inspection/testing/consulting/clearance services are housing rehabilitation programs. Additionally, CDD staff may identify other housing rehabilitation activities that may require lead-based paint inspections, testing, consulting, and clearance services.

ABATEMENT:

This agreement only includes abatement consultation services; it does not include actual removal or abatement.

QUANTITY OF WORK:

It is estimated that the total quantity of properties to be inspected/tested/cleared of lead-based paint during a two-year agreement period is approximately 60 dwelling units. This estimate is based on CDD's project goals and does not represent a guaranteed amount of work. The Consultant will be paid for only that work CDD orders and receives as complete.

LEAD-BASED PAINT ACTIVITIES COST RATES:

The Consultant shall receive compensation for the work to be done under this Agreement in accordance with the lead-based paint activities performed:

- Single Family Rehabilitation
 - Lead Inspection
 - Lead Risk Assessment
 - Clearance
 - Consulting/abatement plan
- Multi-family Rehabilitation
 - Inspection 1st unit

Inspection additional units

Assessment

Assessment additional unit

Lead Clearance

Clearance additional units

Consulting/abatement plan

- Re-testing for clearance (to be paid by Rehabilitation Contractor)

Labor cost rates are not limited to basic inspection, testing, clearance, and consultation work, but shall also include the operation of equipment. The aforementioned lead-based paint activities cost rates shall include the Consultants' overhead including reports to the City.

The cost rate to be paid on each individual property shall be determined and agreed upon by both the Consultant and CDD staff.

CERTIFICATION/LICENSE REQUIREMENTS:

The Consultant(s) shall possess prior to contract signing and shall maintain throughout the term of the agreement a current:

- California Department of Public Health Inspector/Assessor Certification;
- California Department of Public Health Lead Supervisor Certification;
- U.S. Environmental Protection Agency Certified Renovate Repair Paint Certification (recommended only, not required to participate);
- XRF Certification (certified with manufacturer of XRF);
- SAM.Gov Unique Entity Identifier (UEI) Number and
- City of Fresno Business License.

DETAILED SPECIFICATIONS:

- Location of Work - (Property Designated for Work). CDD staff shall designate the properties to be inspected, tested, and cleared of lead-based paint.
- Description of Work - The Consultant(s) will assess and/or inspect and test for lead-based paint, provide subsequent clearance, and provide reports as required, in accordance with CDD instructions.
- Work at Designated Properties - All designated property shall be thoroughly inspected, tested, and cleared of hazardous lead-based paint. Upon completion of the work on any property, the Consultant(s) shall remove all rubbish generated by the Consultant(s) and the Consultant' materials and equipment. All property on which lead has been inspected and tested shall be left in a neat and presentable condition.

- Work Safety - It shall be the Consultant's responsibility to comply with both California Occupational Safety and Health Administration (Cal-OSHA) and Federal Occupational Safety and Health Administration (Fed-OSHA) requirements for protecting the health and safety of workers as a result of the disturbance of lead-based paint surfaces at the properties.

- Equipment - All equipment shall be designed and used so as to properly protect property from damage. All powered or technical equipment shall be operated by a qualified, experienced operator and will be maintained by the Consultant(s) at the Consultants' own expense and on Consultants' own time.

- Clearance - The clearance standard is based on lead in dust, as measured by a dust wipe sample. The passing clearance required shall comply with HUD standards for lead in dust/soil for dwellings as follows:

- Floors: 5 µg/ft² (micrograms per square foot)
- Interior windowsills (stool): 40 µg/ft²
- Exterior windowsill/window trough: 100 µg/ft²
- Exterior concrete or other rough horizontal surfaces 100 µg/ft²
- Bare soil 1,000ppm/Play area soil: 400ppm (parts per million)

TECHNICAL CONDITIONS FOR LEAD-BASED PAINT INSPECTION, ASSESSMENT, TESTING, CLEARANCE AND CONSULTING

The Consultant(s) shall furnish labor, equipment, and materials necessary to assess, inspect and test for lead-based paint, and provide clearance of lead-based paint at properties designated by CDD staff as authorized agent(s), limited by the particular duties entrusted to them, and provide consulting to CDD staff and rehabilitation contractors, per City program, on an as needed basis. These services must be in accordance with applicable state and federal work practice standards. When more than one regulatory provision applies to a condition or activity the most stringent shall be used. Applicable regulations are those that are in force when and where lead evaluation is conducted but not limited to:

U.S. Department of Housing and Urban Development (HUD): 24 CFR 35

U.S. Occupational Safety and Health Administration: 29 CFR 1926

U.S. Environmental Protection Agency (EPA): 40 CFR 745 State Regulations: California Department of Public Health

The work Specifications are as follows:

Anticipated Work - The City will use the Consultant to inspect, test, provide clearance of lead-based paint, and consulting on matters regarding lead-based paint.

a. The Consultant will be paid for only that work CDD orders and receives.

- b. The City acknowledges that there may be times, due to unforeseeable circumstances, when the Consultant may not be able to complete work in the allotted period. Should this occur, the Consultant must submit to the appropriate CDD staff for review and approval a request to extend the completion of work.
- c. CDD staff will assign work to Consultant based on CDD's scheduling needs.

Minimum Requirements – Consultant must be able to provide a minimum number of qualified staff and equipment to complete an average of 2-4 units per week. To accomplish this, Consultant must provide a minimum of one (1) Inspector/Risk Assessor and (1) backup Inspector/Risk Assessor as needed.

- a. Inspecting, testing, and clearance staff: If the property is associated with one or more federal programs, the Consultant must comply with the HUD regulations for that specific program.

Note: requirements for addressing lead-based paint may vary considerably from one program to the next. All equipment used for inspecting, testing, and clearance by qualified staff may be owned, leased, or rented by the Consultant. Consultant shall follow the HUD guidelines for Evaluating and Control of Lead Hazards in Housing, found at:

https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

- b. Staff: Staff shall be comprised of a minimum of one (1) full time certified inspector/assessor, equipped with the necessary equipment and supplies to perform inspection, testing, and clearance of lead-based paint. The equipment may be owned, leased, or rented by the Consultant.

Additional Staff - To ensure that scheduling is met, the City may request the Consultant to additional qualified staff. The Consultant(s) will be given five (5) business days to add staff.

Required Forms – Consultant shall use similar forms provided in the HUD Guidelines for Evaluation Control of Lead Hazards in Housing, found at: https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

Rates - The rates include inspecting and testing for lead-based paint and subsequent clearance, and consulting as outlined Scope of Services above.

Equipment - The following equipment will be needed to complete the scope of services:

- a. Certified and Calibrated XRF Spectrum Analyzer (or HUD approved equivalent);
- b. Dust Wipe Sampler;
- c. Soil Sampler Packs; and
- d. Printer and Computer with appropriate software to complete reports.
- e. Reviewing and Inspection Reports

Hazard Control Options - All hazard control options provided by the risk assessor must be technically feasible and specifically suited to the identified surface(s) or hazard. The

control options must take into account the surfaces to be disturbed during the renovation, the condition of the property and the location and severity of hazards.

For projects requiring abatement the certified lead supervisor shall provide an abatement plan which shall include the following:

- a. Detailed written description of the measures and management procedures, including containment that will be utilized during abatement to prevent exposure to lead hazards;
- b. Detailed written description of abatement, including methods of abatement and locations of rooms and components where abatement is planned;
- c. Recommended schedule for re-inspection, based upon the type of abatement; and
- d. Instruction on how to maintain potential hazards in safe condition.

Inspection and testing - The Consultant shall provide a report that certifies inspecting and testing was done in conformance with the HUD protocols outlined in Chapter 7 of the HUD guidelines for Evaluating and Control of Lead Hazards in Housing, found at: https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

Lead-Based Paint Hazards - The purposes of the risk assessment are: 1) to identify conditions that may result in adverse human health effects from the following sources: deteriorated lead-based paint (LBP), interior dust-lead hazards, soil lead hazards, chewable surfaces, friction surfaces and impact surfaces, other surface coatings, as defined by HUD and EPA; 2) to test paint on surfaces that will be disturbed during the renovation.

Risk Assessments - The Consultant shall provide a report that includes a form similar to that found in Chapter 5 of the HUD guidelines for Evaluating and Control of Lead Hazards in Housing, and found at:

https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

The Risk Assessment Process - The risk assessment shall include the following activities: occupant interviews, testing for lead content of all coatings on surfaces to be disturbed during the renovation; lead hazard identification of deteriorated paint, friction, impact and chewable surfaces; and dust and soil sampling. The risk assessment shall be completed within 5 business days from the date of request by CDD staff. The report must be submitted to CDD within 10 business days of field work completion. Invoices will not be paid until the complete report is received and accepted by CDD staff.

Identification of Lead-Based Paint - The risk assessor shall sample all components/surfaces to be disturbed during the renovation, as well as any surface that is deteriorated or hazardous. Identification of LBP may be done by either XRF testing or by collecting samples of paint followed by laboratory analysis.

Identification of Dust Lead Hazards, Friction, Impact and Chewable Surfaces and Dust Wipe Sampling - The risk assessment shall include identification of all lead hazards as defined by HUD and EPA. Dust sampling will be performed in accordance with the work practice standards of HUD, State, and/or EPA in which the services are performed and in rooms where the greatest potential risk is expected.

Paint Sample Collection Specifications - Lead determination of coatings not applicable for X-ray fluorescence (XRF) testing (highly curved, ornate, or restricted space locations) shall be tested by sample collection followed by laboratory analysis. For collected paint samples, the consultant shall ensure that all area dimensions are collected and recorded in inches (or centimeters) to the nearest 1/16th of an inch.

Component Sampling within each Room or Area.

a. Windows. When testing windows, at a minimum, the following window surfaces shall be tested: Exterior sash, jamb, casing and trough; Interior sash, casing and sill.

b. Doors. When testing doors, at a minimum, the following surfaces shall be tested: jamb, both sides of the door itself, and door casing.

c. Component Sampling Locations. All testing shall include the following identification items: the room or area, component or portion of component tested, exact location of each component tested and the substrate. For example, Living Room/upper window sash/second window from wall B/wood. Substrates shall be identified as one of the following types: brick, concrete, drywall, metal, plaster, or wood. Other substrate types shall be assigned the closest among the designated types based on density, porosity, and other physical factors, with the report annotated with the actual substrate type.

Minimum Report Requirements - The risk assessment report shall comply with the minimum requirements established by the state (or EPA) where the services are provided. The risk assessment report shall contain at least the following:

a. Notice of Evaluation Results. Completed copy of Notice of Evaluation Results suitable for distribution by CDD to the occupants.

b. Summary of Risk Assessment. An executive summary written in simple and easy-to-understand English describing the on-site investigation conducted and the results. The summary must be in the basic format found at 24 CFR Part 35, Appendix B and include the names of all risk assessors performing services, the date the site was visited and samples collected. The summary must include all identified lead-based paint and/or lead-based paint hazards and their locations. In addition, it must include all treatment options for each hazard identified, clearly identified as either being either interim control or abatement.

c. CDPH Forms 8551 - Abatement of Lead Hazards Notification and/or 8552 Lead Hazard Evaluation

If paint testing is performed, the summary shall contain a list of all surfaces tested, with the unique test identification number (ID) for each testing combination and the results, the location description of the testing combination where any XRF measurement or paint sample was collected, the XRF and/or laboratory analysis measurement value with units of measure, i.e., for paint, mg/sq.cm, and the lead classification result for the surface as positive or negative.

d. Data Collected. The risk assessor shall provide all interview questionnaires, sampling forms and field notes, all XRF results, raw data, analytical laboratory results, and all miscellaneous photographs or documents relating to the on-site visit, assessments and all paint, dust and soil samples collected.

e. List of all surfaces tested and/or sampled.

f. Identification of all lead-based paint and/or LBP hazards with sufficient detail to permit replication of sampling and/or testing effort.

If the report is not clearly written and understood by CDD staff, CDD staff reserves the right to request clarifications and revisions by the risk assessor, at no additional cost to CDD.

Clearance - The Consultant must certify that lead-based paint clearance was found to be adequate as described in Chapter 15 of the HUD guidelines for Evaluating and Control of Lead Hazards in Housing, found at:

https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

Remediation – The Consultant shall provide a final Remediation Report to the owner and to CDD staff who ordered the work to be completed.

Containment and Resident Protection - The Consultant must certify that measures were implemented to comply with the Worksite Preparation Level described in Chapter 8 of the HUD guidelines for Evaluating and Control of Lead Hazards in Housing, found at: https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

Worker Protection - The Consultant must certify that measures were implemented to comply with OSHA requirement described in Chapter 9 of the HUD guidelines for Evaluating and Control of Lead Hazards in Housing, found at:

https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines

Invoicing – The Consultant shall submit a detailed invoice and itemized work order, covering all work satisfactorily completed. Work shall be deemed to have been satisfactorily completed upon submission of a certified clearance report from the Consultant for each work order, and upon verification/approval by CDD staff. Payment will be made in the normal course of City business within thirty (30) days of the receipt and acceptance of said invoice and work order. CDD staff may reserve payment until clearance for each work order(s) received, and which are due to be completed, are completed to CDD staff's reasonable satisfaction and according to the specifications. Any such reservation of payment shall not excuse any failure by the Consultant to complete work order(s) previously or subsequently issued.

Types of Units – The Consultant will be required to perform lead-based paint inspection, testing, and clearance on the following type of dwelling unit: single-family, multi-family, designated historic residential property, duplexes, triplexes, condominiums, and mixed-use properties. The Consultant will be informed of the property type by CDD staff prior to issuance of a request for work.

Coordination of Lead Work - The Consultant shall work in coordination with other rehabilitation work being performed on the property.

Time of Inspection/Testing/Clearance – CDD staff will issue work orders to the Consultant throughout the year on an as-needed basis.

Completion/Clearance Requirements - The Consultant shall complete all work orders within five (5) business days from the day of issuance. Work shall be deemed to have been completed when, in the reasonable opinion of CDD staff, all required tasks have been satisfactorily completed and accepted. The Consultant shall return all completed work orders within five (5) business days of their completion, so that the final inspection may be conducted by CDD staff.

a. Failure to complete any given work order(s) within the required time frames stated in this agreement, a lack of promptness in commencing work on three (3) or more occasions, or failure to pick up work orders when advised of their availability within five (5) business days, may be cause for the City to terminate the agreement.

b. The Consultant shall complete the work order in the same order in which they are issued (i.e., no invoice will be paid for a particular work order until all previous work orders are completed and accepted). Work shall be deemed to have been completed when, in the reasonable opinion of CDD staff, all required tasks have been satisfactorily completed and accepted.

c. CDD staff shall issue work orders to the Consultant on a one-for-one exchange basis. If five work orders are completed and returned for re- inspection, five new work orders may be issued to the Consultant.

Time Extensions – CDD acknowledge that there may be times, due to unforeseen circumstances, when the Consultant may not be able to complete work in the allocated period. Should this occur, the Consultant submit to the appropriate CDD staff for review and approval a request to extend the completion of work.

Work Portions – CDD reserves the right to increase or decrease the quantity of any item or portion of the work as deemed necessary by CDD staff.

Invoices Received – CDD staff reserves the right to review and adjust the invoices/work orders submitted to CDD by the Consultant, subject to field evidence of the work completed.

Location of Assignments – CDD staff shall designate the properties to be inspected/tested/cleared of lead-based paint. If the Consultant has any questions concerning the location of any particular property, the Consultant may consult CDD Staff who issued the work order.

Equipment Functionality Requirements – All equipment will be operated by a qualified, experienced, full-time operator and will be maintained by the Consultant at the Consultants' own expense and on the Consultants' own time. In case of breakdown, the Consultant shall immediately provide the necessary repairs to make the equipment fully functional. If repairs cannot be completed by the next business day, the Consultant shall rent or lease, at the expense of the Consultant, a comparable piece of equipment, so that the work shall continue uninterrupted.

Property Protection – All equipment shall be designed and used so as to properly protect property from damage.

Consultation - The Consultant shall provide lead-based paint consultation to CDD staff and/or rehabilitation contractor(s) on an as needed basis. Consultation may include informing CDD staff of new HUD or EPA requirements, providing guidance at property sites, monitoring safety practices of contractor(s) remediating lead-based paint, and providing documentation to CDD staff for HUD audits.

EXHIBIT B

INSURANCE REQUIREMENTS

Consultant Service Agreement between City of Fresno (City) And JSA Environmental Consulting, Inc. (Consultant)

Lead Based Paint Inspection, Assessment, Testing, Clearance, and Consulting Services

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 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).
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 Consultant’s profession.

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.

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. Consultant shall establish additional insured status for the City under the General Liability policy for all ongoing and completed operations by use of endorsements providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85 or CG 20 10 04 13.
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. 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 on the General Liability policy by use of ISO Form CG 20 01 04 13, or by an executed endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

4. All policies of insurance shall 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.
5. 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 30 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 15 calendar days prior to the expiration date of the expiring policy.
6. 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.
7. 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.

CLAIMS-MADE POLICIES

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 (5) 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 (5) 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 the City for review.
5. These requirements shall survive expiration or termination of the Agreement.

VERIFICATION OF COVERAGE

the Consultant shall furnish 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 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 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.

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 City Risk Manager or designee. If no side agreement is required, the Consultant shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and the Consultant shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file


**EXHIBIT C
DISCLOSURE OF CONFLICT OF INTEREST**

Lead Based Paint Inspection, Assessment, Testing, Clearance, and Consulting Services

		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 type="checkbox"/>	<input checked="" 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: _____

Additional page(s) attached.

Signed by: 
2E138AD294B645C...
Signature

5/26/2026

Date

Christopher Sustaita
(Name)

JSA Environmental Consulting Inc
(Company)

6539 N Brawley Ave STE 101
(Address)
Fresno, CA 93722

City, State Zip)

EXHIBIT D

FEDERAL REQUIREMENTS

CONSULTANT shall comply with the following federal requirements:

False Information

Bidder is advised that providing false, fictitious or misleading information with respect to CDBG funds may result in criminal, civil or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801 or another applicable statute. Bidder shall promptly refer to City and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds. Bidder shall ensure that contractual language in third party contracts enforces these provisions.

Access to Project Site and Records

Bidder will provide access to the City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions. Contractor will retain all required records for three years after final payments are made and all other pending matters are closed.

Bidder will provide suitable access to the project site at all reasonable times during construction to the City, HUD, the Comptroller General of the United States, or any of their duly authorized representatives. Contractor shall also meet all reporting requirements to allow City to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109–282).

Equal Employment Opportunity

Bidder shall abide by all Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. All contracts and subcontracts entered into will contain the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, 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 contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Reporting Requirements

Bidder and any proposed subcontractor shall comply with the filing requirements of 41 CFR §60-1.7 by filing Standard Form 100 (EEO-1) ***only if*** (1) the bidder has 50 or more employees; and (2) the contract value will be greater than \$50,000.

Bidder and any proposed subcontractor shall complete the Affirmative Action Program Certification of Compliance ***only if*** (1) the bidder has 50 or more employees; (2) the work is for non-construction supply or service; and (2) the contract value will be greater than \$50,000.

Elimination of Segregated Facilities

Bidder shall ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

Suspension and Debarment

By submitting a bid/proposal under this solicitation, the Bidder certifies that neither it nor any person or firm who has an interest in the Bidder's firm is a person or firm ineligible to be awarded Government contracts, contracts or participate in programs pursuant to 2 CFR Part 180.

The Bidder agrees that no part of this work shall be subcontracted to any person or parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines

at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). In addition, bidders shall ensure that contractual language in third party contracts enforce this provision.

Subcontracting

The Bidder shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms described in Executive Orders 11625, 12432 and 12138, and 2 CFR part 200:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
5. Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

Definitions:

Disadvantaged business enterprise (DBE) means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a concern under a successor program.

Labor surplus area firm (LSAF) means a concern that together with its first-tier subcontractors will perform substantially in labor surplus areas (as identified by the Department of Labor in accordance with 20 CFR part 654). Performance is substantially in labor surplus areas if the costs incurred under the contract on account of manufacturing, production or performance of appropriate services in labor surplus areas exceed 50 percent of the contract price.

Minority business enterprise (MBE) means a business enterprise that is at least 51 percent owned by a minority group or groups including: a Disadvantaged Business Enterprise (DBE) other than a Small Business Enterprise (SBE), a Labor Surplus Area Firm (LSAF), a Small Business in Rural Areas (SBRA), or a Women's Business Enterprise (WBE).

Small business, small business concern or small business enterprise (SBE) means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR part 12

Women's business enterprise (WBE) means a business concern which is at least 51% owned or controlled by women. Determination of ownership by a married woman in a community property jurisdiction will not be affected by her husband's 50 percent interest in her share. Similarly, a business concern which is more than 50 percent owned by a married man will not become a qualified WBE by virtue of his wife's 50 percent interest in his share.

PROCUREMENT OF RECOVERED MATERIALS

Bidder must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

ENERGY EFFICIENCY

Bidder will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy **and Conservation (42 U.S.C. 6201)**.

ANTI-LOBBYING

For contracts in excess of \$100,000, the Bidder certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Further, the contractor agrees to disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

CLEAN AIR ACT

For contracts in excess of \$150,000, the Bidder agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).