



PURCHASING  
CITY OF ROSEVILLE

2005 HILLTOP CIRCLE, ROSEVILLE, CA 95747  
(916) 774-5720 • TDD (916) 774-5220 • FAX (916) 774-5736

**SERVICE AGREEMENT**

SERVICE AGREEMENT

No: **S1909068**

SERVICE LOCATION: AS DIRECTED

REQ. NO.: R1902554 DATE: 1/22/19

**SUBMIT ALL INVOICES TO:**  
CITY OF ROSEVILLE  
Finance Department  
311 Vernon Street  
Roseville, CA 95678

Contractor No.: V32192  
Telephone No.: 510-451-9521 Fax: 510-451-0384  
Email address: Curt@FM3Research.com  
Contractor: FAIRBANK, MASLIN, MAULLIN,  
METZ, & ASSOC., INC.  
ATTN: CURTIS BELOW  
1999 HARRISON STREET, SUITE 2020  
OAKLAND, CA 94612

Department: ENVIRONMENTAL UTILITIES

Acct. Code: 31512-5115

Buyer: LONI COUNTRYMAN  
Phone: 916-774-5734

Start Date	Terms	Completion Date	Insurance Limits	Contact
EXECUTED AGREEMENT	NET 30	7/31/19	Approved by Risk Mgt.	MAURICE CHANEY

The contractor shall furnish all labor, equipment and materials necessary to accomplish the following:  
THE SERVICES CALLED FOR UNDER CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-044 TITLED "ENVIRONMENTAL UTILITIES WATER RELIABILITY PUBLIC OPINION RESEARCH" AND CONTRACTOR'S PROPOSAL THERETO TITLED "PROPOSAL TO PROVIDE WATER RELIABILITY PUBLIC OPINION RESEARCH FOR ROSEVILLE ENVIRONMENTAL UTILITIES" DATED 12/20/18 (HEREINAFTER "PROPOSAL"). THE TERMS AND SCOPE OF WORK OF CITY OF ROSEVILLE REQUEST FOR PROPOSAL #08-044 AND CONTRACTOR'S PROPOSAL ARE HERIN MADE PART OF THIS SERVICE AGREEMENT AND FULLY INCORPORATED BY REFERENCE.

PLEASE CONTACT MAURICE CHANEY AT 916-774-5539 FOR QUESTION REGARDING THIS SERVICE AGREEMENT.

\*\*Total cost listed below is an approximation only. The City does not guarantee whatsoever the actual value of this agreement.

Total Cost of Service: \$ **40,000.00**

**ATTENTION: Total cost of service not to exceed the agreement amount without prior approval of the Purchasing Office.**

The Contractor named hereon by the acceptance of this order agrees to the provisions of this document titled "Service Agreement" and Attachment "A".

Roseville Business License No.: \_\_\_\_\_ Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

☐ SOLE PROPRIETOR

☐ PARTNERSHIP

☒ CORPORATION

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

CONTRACTOR:

SIGNATURE

PRINT NAME

TITLE

By: \_\_\_\_\_  
Dominick Casey, City Manager  
CITY OF ROSEVILLE, A MUNICIPAL CORPORATION



1. To the fullest extent allowed by law, Consultant shall defend, indemnify, and save and hold harmless City, its officers, agents, employees and volunteers from any claims, suits or actions of every name, kind and description brought forth, or on account of, injuries to or death of any person (including but not limited to workers and the public), or damage to property, resulting from or arising out of Consultant's willful misconduct or negligent act or omission while engaged in the performance of obligations or exercise of rights created by this Agreement, except those matters arising from City's sole negligence or willful misconduct. The parties intend that this provision shall be broadly construed. Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnity obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.
2. Consultant is an independent contractor, and shall not be considered an officer, agent or employee of the City.
3. Without the written consent of the City, this Agreement is not assignable by Consultant either in whole or in part.
4. Time is of the essence of this Agreement.
5. At any time during the term of this Agreement, the City has the right to terminate this Agreement, provided Consultant is given thirty (30) days' written notice. City's termination shall be without further liability to City, however Consultant shall be entitled to all costs reasonably incurred prior to the date of termination. Consultant acknowledges that City may terminate this Agreement should funds not be appropriated by its governing body to continue services under this Agreement.
6. This Agreement may only be amended or modified in writing. It is integrated and contains the complete understanding of the parties.
7. All equipment, supplies and services sold to the City of Roseville shall conform to the general safety orders of the State of California.
8. Unless notified to the contrary, in writing, the City assumes that the Consultant has accepted the work in accordance with the plans and specifications (if any) and agrees to do the work in compliance with this Agreement.
9. All fair employment practices must be adhered to.
- 10a. Unless otherwise specified, the Consultant shall maintain the policies of insurance outlined in Attachment A, incorporated herein by this reference, in full force and effect during the term of this Agreement. The City of Roseville retains sole discretion in determining the types and proper levels of insurance coverage.
- 10b. Form. Consultant shall submit a certificate evidencing such coverage for the period covered by this Agreement in a form satisfactory to Risk Management and the City Attorney, prior to undertaking any work hereunder. Any insurance written on a claims made basis is subject to the approval of Risk Management and the City Attorney.
- 10c. Additional Insureds. Consultant shall also provide a separate endorsement or section of the policy showing City, its officers, agents, employees, and volunteers as additional insureds for each type of coverage, except for Workers' Compensation and Professional Liability. Such insurance shall specifically cover the contractual liability of Consultant. The additional insured coverage under the Consultant's policy shall be primary and noncontributory, as evidenced by a separate endorsement or section of the policy, and shall not seek contribution from City's insurance or self-insurance. In addition, the additional insured coverage shall be at least as broad as the Insurance Services Office ("ISO") CG 20 01 Endorsement. Any available insurance proceeds in excess of the specified minimum insurance coverage requirements and limits shall be available to the additional insureds. Furthermore, the coverage and maximum limits of any insurance proceeds available to the named insureds, whichever is greater.
- 10d. Cancellation/Modification. Consultant shall provide ten (10) days written notice to City prior to cancellation or modification of any insurance required by this Agreement.
- 10e. Umbrella/Excess Insurance. The limits of insurance required in this Agreement may be satisfied by a combination of primary and excess insurance. Any excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of City (if agreed to in a written contract) before City's own insurance shall be called upon to protect it as a named insured.
- 10f. Subconsultants. Consultant agrees to include in its contracts with all subconsultants the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, to the extent they apply to the scope of the subconsultant's work. Furthermore, Consultant shall require its subconsultants to agree to be bound to Consultant and City in the same manner and to the same extent as Consultant is bound to City under this Agreement. Additionally, Consultant shall obligate its subconsultants to comply with these same provisions with respect to any tertiary subconsultant, regardless of tier. A copy of City's indemnity and insurance provisions will be furnished to the subconsultant or tertiary subconsultant upon request.
- 10g. Self-Insured Retentions. All self-insured retentions ("SIR") must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured or City. City reserves the right to obtain a full certified copy of any insurance policy and endorsements. The failure to exercise this right shall not constitute a waiver of such right.
- 10h. Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss under a Workers Compensation, Commercial General Liability or Automobile Liability policy. All Workers Compensation, Commercial General Liability and Automobile Liability policies shall be endorsed with a waiver of subrogation in favor of City, its officers, agents, employees and volunteers for all work performed by Consultant, its employees, agents and subconsultants.
- 10i. Liability/Remedies. Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve Consultant of liability in excess of such coverage, nor shall it preclude City from taking such other actions as are available to it under any other provisions of this Agreement or law.
11. Consultant shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of services under this Agreement. Failure to comply with local ordinances may result in monetary fines and cancellation of this Agreement.



12. In the event that the terms of any attachment or exhibit conflict with any terms of this Service Agreement, the terms of this Service Agreement shall control.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
14. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action shall be entitled to recover its reasonable litigation expenses, including but not limited to, court costs, expert witness fees, discovery expenses, and attorneys' fees. Any action arising out of this Agreement shall be brought in Placer County, California, regardless of where else venue may lie. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
15. This Agreement shall be binding upon the heirs, successors, executors, administrators and assigns of the respective parties hereto.
16. If any of the provisions contained in this Agreement are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the Agreement as a whole.
17. For purposes of this Agreement, the terms "Contractor" and "Consultant" are used interchangeably.
18. If the project referenced on this service agreement is a Public Works project, then the following shall apply. No contractor or subcontractor may work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. During the performance of this agreement, Contractor and its subcontractors shall have a continuing legal obligation to maintain current registration with the Department of Industrial Relations. Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
19. If the project referenced on this service agreement is a Public Works project, then the following shall apply: Contractor must submit all claims as defined in and in accordance with the claim resolution process set forth in Section 9204 of the Public Contract Code. Each such claim must be sent to the City by registered mail or certified mail with return receipt requested and must contain reasonable documentation to support the claim. All claims must be received prior to acceptance of the work.

*City reserves the right to withhold any payments to Consultant in the event of noncompliance with insurance requirements or if required by law.*