

ATTACHMENT 1

CITY OF SANTA ROSA PROFESSIONAL SERVICES AGREEMENT WITH HAZEN AND SAWYER AGREEMENT NUMBER _____

This "Agreement" is made as of this _____ day of _____, 2018, by and between the City of Santa Rosa, a municipal corporation ("City"), and Hazen and Sawyer, a New York Corporation ("Contractor").

RECITALS

A. City desires to provide design services associated with demolition and reconstruction of Skyfarm 'A' and Hansford sewer lift stations, which were destroyed by the Tubbs Fire.

B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.

C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.

D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

Contractor shall provide to City the services described in Exhibit A ("Scope of Services"). Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Contractor and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Contractor and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. City shall pay Contractor for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Contractor shall submit monthly statements to City which shall itemize the services performed as of the date of the statement and set forth a progress report, including work accomplished during the period, percent of each task completed, and planned effort for the next period. Invoices shall identify personnel who have worked on the services provided, the number of hours each worked during the period covered by the invoice, the hourly rate for each person, and the percent of the total project completed, consistent with the rates and amounts shown in Exhibit B.

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Contractor, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of seven hundred thirteen-thousand, nine-hundred ten dollars and no cents (\$713,910.00). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 70782.

3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS

a. Contractor shall maintain adequate documentation to substantiate all charges as required under Section 2 of this Agreement.

b. Contractor shall keep and maintain full and complete documentation and accounting records concerning all extra or special services performed by it that are compensable by other than an hourly or flat rate.

c. Contractor shall maintain the records and any and all other records pertinent to this Agreement for a period of four (4) years after completion of all services hereunder.

d. Contractor agrees to provide City, the State of California, the Federal Emergency Management Agency ("FEMA") Administrator, the Comptroller General of the United States, and any or all of their authorized representatives, access to any books, documents, papers, and records of Contractor which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Contractor agrees to permit all or any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

f. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to work sites pertaining to the services being performed under this Agreement.

4. INDEMNITY

a. Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. The existence or acceptance by City of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of City's rights under this Section 4, nor shall the limits of such insurance limit the liability of Contractor hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 18(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 6 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Contractor agrees that any available insurance proceeds broader than or in excess of the coverages set forth in the Insurance Requirements in Attachment One shall be available to the additional insureds identified therein.

c. Contractor agrees that the insurance coverages and limits provided under this Agreement are the greater of: (i) the coverages and limits specified in Attachment One, or (ii) the broader coverages and maximum limits of coverage of any insurance policy or proceeds available to the name insureds.

6. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of City, in City's sole and absolute discretion. Contractor agrees that the City shall have the right to approve any and all subcontractors to be used by Contractor in the performance of this Agreement before Contractor contracts with or otherwise engages any such subcontractors.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City Representative:

Contractor Representative:

Mark Kasraie
69 Stony Circle
Santa Rosa, CA 95401
(707) 543-3857

Marc Solomon
201 Mission Street, Suite 500
San Francisco, CA 94105
(628) 242-0042

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Contractor (including Contractor's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of City. City is not required to make any deductions or withholdings from the compensation payable to Contractor under the provisions of this Agreement, and Contractor shall be issued a Form 1099 for its services hereunder. As an independent contractor, Contractor hereby agrees to indemnify and hold City harmless from any and all claims that may be made against City based upon any contention by any of Contractor's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Contractor, in the performance of Contractor's obligations hereunder, is subject to the control and direction of City as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Contractor for accomplishing such results. To the extent that Contractor obtains permission to, and does, use City facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the Contractor's sole discretion based on the Contractor's determination that such use will promote Contractor's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Contractor use City facilities, equipment or support services or work in City locations in the performance of this Agreement.

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between City and Contractor. Contractor may represent, perform services for, or be employed by such additional persons or companies as Contractor sees fit.

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the

parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.

b. City shall have the right at any time to temporarily suspend Contractor's performance hereunder, in whole or in part, by giving a written notice of suspension to Contractor. If City gives such notice of suspension, Contractor shall immediately suspend its activities under this Agreement, as specified in such notice.

c. City shall have the right to terminate this Agreement for convenience at any time upon written notice of termination to Contractor. Upon such termination, Contractor shall submit to City an itemized statement of services performed as of the date of termination in accordance with Section 2 of this Agreement. These services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any services for which compensation is owed; provided, however, City shall not in any manner be liable for lost profits that might have been made by Contractor had the Agreement not been terminated or had Contractor completed the services required by this Agreement. Contractor shall promptly deliver to City all documents related to the performance of this Agreement in its possession or control. All such documents shall be the property of City without additional compensation to Contractor.

d. City shall have the right to terminate this Agreement for cause upon written notice to Contractor following an Event of Default. The following shall be "Events of Default" hereunder and the term "Event of Default" shall mean, whenever it is used herein, any one or more of the following events:

(i) The failure by Contractor to perform any obligation under this Agreement, which by its nature Contractor has no capacity to cure;

(ii) The failure by Contractor to perform any other obligation under this Agreement, if the failure has continued for a period of ten (10) days after the City demands in writing that Contractor cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Contractor may have a longer period as is necessary to cure the failure, but this is conditioned upon Contractor's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Contractor shall indemnify and defend the City against any liability, claim, damage, loss, or penalty that may be threatened or may in fact arise from that failure during the period the failure is uncured;

(iii) Any of the following: A general assignment by Contractor for the benefit of Contractor's creditors; any voluntary filing, petition, or application by Contractor under any law relating to insolvency or bankruptcy, whether for a declaration of bankruptcy, a reorganization, an arrangement, or otherwise;

(iv) The appointment of a trustee or receiver to take possession of all or substantially all of Contractor's assets; or the attachment, execution or other judicial seizure of all or substantially all of Contractor's assets or of Contractor's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Contractor, or any general partner of Contractor if Contractor is a partnership, or

(a) a petition to have Contractor, or any partner of Contractor if Contractor is a partnership, declared bankrupt, or

(b) a petition for reorganization or arrangement of Contractor under any law relating to insolvency or bankruptcy, unless, in the case of any involuntary filing, it is dismissed within sixty (60) days.

(v) Any representation or warranty related to this Agreement made by any agent of Contractor is determined to have been false or misleading in any material respect at the time made.

12. REMEDIES UPON DEFAULT

This Section 12 shall apply in the event the amount payable under this Agreement exceeds the simplified acquisition threshold as determined pursuant to section 1908 of title 41 of the United States Code, or \$150,000, whichever amount is greater.

a. Remedies on Event of Default. Upon the occurrence of an Event of Default as defined in Section 11, City shall have the right upon written notice to Contractor, in addition to any other rights or remedies available to City at law or in equity, to:

(i) Terminate this Agreement and all rights of Contractor under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Contractor's performance hereunder, in whole or in part, and recover from Contractor the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Contractor's failure to perform its obligations or that, in the ordinary course of things, would be likely to result from its failure; and

(2) all other amounts in addition to or in lieu of those previously set out as may be permitted from time to time by applicable California or Federal law.

(b) None of the previous remedial actions, alone or in combination, shall be construed as an election by City to terminate this Agreement unless City has in fact given Contractor written notice that this Agreement is terminated or unless a court of competent jurisdiction decrees termination of this Agreement. If City takes any of the previous remedial actions without terminating this Agreement City may nevertheless at any later time terminate this Agreement by written notice to Contractor.

(c) After the occurrence of an Event of Default, the City, in addition to or in lieu of exercising other remedies, may, but without any obligation to do so, cure the breach underlying the Event of Default for the account and at the expense of Contractor. However, City must by prior notice first allow Contractor a reasonable opportunity to cure, except in cases of emergency, where City may proceed without prior notice to Contractor. Contractor shall, upon demand, immediately reimburse City for all costs, including costs of settlements, defense, court costs, and attorneys' fees that City may incur in the course of any cure.

(d) No security or guaranty for the performance of Contractor's obligations that City may now or later hold shall in any way constitute a bar or defense to any action initiated by City for enforcement of any obligation of Contractor or for the recovery of damages caused by an Event of Default.

(e) Except where this is inconsistent with or contrary to any provisions of this Agreement, no right or remedy conferred upon or reserved to City is intended to be exclusive of any other right or remedy, or any right or remedy given or now or later existing at law or in equity or by statute. Except to the extent that City may have otherwise agreed in writing, no waiver by City of any violation or nonperformance by Contractor of any obligations, agreements, or covenants under this Agreement shall be deemed to be a waiver of any subsequent violation or nonperformance of the same or any other covenant, agreement, or obligation, nor shall any forbearance by City to exercise a remedy for any violation or nonperformance by Contractor be deemed a waiver by City of the rights or remedies with respect to that violation or nonperformance.

(f) Indemnification. The exercise of City of any one or more of the remedies set forth in this Section 12 shall not affect the rights of City or the obligations of Contractor under the indemnity provisions set forth in Section 4 hereof.

(g) No Remedy Exclusive. No remedy herein conferred upon or reserved to City is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle City to exercise any remedy reserved to it in this subsection it shall not be necessary to give any notice, other than such notice as may be required in this Section or by law.

(h) Notice of Default. Contractor agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Contractor will furnish City notice of any event which is an Event of Default under this Agreement, or which with the giving of notice or the passage of time or both could constitute an Event of Default under this Agreement, which has occurred and is continuing on the date of such notice, which notice shall set forth the nature of such event and the action which Contractor proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subcontractor of Contractor to provide City notice of any Event of Subcontractor Default in the same manner as required hereunder of Contractor for an Event of Default.

13. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than June 30, 2020.

14. STANDARD OF PERFORMANCE

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this

Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

15. CONFLICTS OF INTEREST

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of City or that would in any way hinder Contractor's performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of City. Contractor agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City at all times during the performance of this Agreement.

16. CONFLICT OF INTEREST REQUIREMENTS

a. **Generally.** The City's Conflict of Interest Code requires that individuals who qualify as "consultants" under the Political Reform Act, California Government Code sections 87200 *et seq.*, comply with the conflict of interest provisions of the Political Reform Act and the City's Conflict of Interest Code, which generally prohibit individuals from making or participating in the making of decisions that will have a material financial effect on their economic interests. The term "consultant" generally includes individuals who make governmental decisions or who serve in a staff capacity.

b. **Conflict of Interest Statements.** The individual(s) who will provide services or perform work pursuant to this Agreement are "consultants" within the meaning of the Political Reform Act and the City's Conflict of Interest Code:

☐ yes ☒ no (check one)

If "yes" is checked by the City, Contractor shall cause the following to occur within 30 days after execution of this Agreement:

- (1) Identify the individuals who will provide services or perform work under this Agreement as "consultants;" and
- (2) Cause these individuals to file with the City Clerk the assuming office statements of economic interests required by the City's Conflict of Interest Code.

Thereafter, throughout the term of the Agreement, Contractor shall cause these individuals to file with the City Clerk annual statements of economic interests, and "leaving office" statements of economic interests, as required by the City's Conflict of Interest Code.

The above statements of economic interests are public records subject to public disclosure under the California Public Records Act. The City may withhold all or a portion of any payment due under this Agreement until all required statements are filed.

17. CONFIDENTIALITY OF CITY INFORMATION

During performance of this Agreement, Contractor may gain access to and use City information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the City. Contractor agrees to protect all City Information and treat it as strictly confidential, and further agrees that Contractor shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of City. In addition, Contractor shall comply with all City policies governing the use of the City network and technology systems. A violation by Contractor of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

18. CONTRACTOR INFORMATION

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Contractor pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Contractor pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. City shall make reasonable efforts to notify Contractor not later than ten (10) days after City is served with any such claim, action, lawsuit or other proceeding, provided that City's failure to provide such notice within such time period shall not relieve Contractor of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Contractor by City, whether received in connection with Contractor's proposal, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to City, City shall give notice to Contractor of any request for the disclosure of such information. Contractor shall then have five (5) days from the date it receives such notice to enter into an agreement with the City, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorneys' fees) incurred by City in any legal action to compel the disclosure of such information under the California Public Records Act. Contractor shall have sole responsibility for defense of the actual "trade secret" designation of such information.

d. The parties understand and agree that any failure by Contractor to respond to the notice provided by City and/or to enter into an agreement with City, in accordance with the provisions of subsection c, above, shall constitute a complete waiver by Contractor of any rights regarding the information designated "trade secret" by Contractor, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

19. FEDERAL PROVISIONS

Contractor shall comply with the provisions in Exhibit C to this Agreement. In the event of a conflict between any provision in Exhibit C and any other provision of this Agreement, the more stringent provision shall control and prevail.

20. GENERAL PROVISIONS

a. Entire Agreement. This Agreement contains the entire agreement between the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Contractor shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans with Disabilities Act of 1990 (42 U.S.C. 12101, et seq.) ("ADA"), and any regulations and guidelines issued pursuant to the ADA; and (ii) Labor Code sections 1720, et seq., which require prevailing wages (in accordance with DIR determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Contractor shall pay to City when due all business taxes payable by Contractor under the provisions of Chapter 6-04 of the Santa Rosa City Code. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Contractor agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California and Federal law. Venue of any litigation arising out of or connected with this Agreement shall lie in the state trial court in Sonoma County in the State of California or the United States District Court, Northern District of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

f. Waiver of Rights. Neither City acceptance of, or payment for, any service or performed by Contractor, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

21. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Contractor hereby represents and warrants to City that it is (a) a duly organized and validly existing corporation, formed and in good standing under the laws of the State of New York, (b) has the

power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Contractor hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Contractor in accordance with the terms hereof.

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: _____

TYPE OF BUSINESS ENTITY (*check one*):

☐ Individual/Sole Proprietor
☐ Partnership
☐ Corporation
☐ Limited Liability Company
☐ Other (please specify: _____)

By: _____

Print
Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

Office of the City Attorney

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements
Exhibit A - Scope of Services
Exhibit B - Compensation
Exhibit C - Federal Provisions

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

- A. Insurance Policies:** Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. **Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

EXHIBIT A



Hazen and Sawyer
201 Mission Street, Suite 500
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March 16, 2018

Mark Kasraie, PE
Associate Civil Engineer
City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 94501

SENT VIA EMAIL: mkasraie@srcity.org

Re: Proposal for Skyfarm "A" and Hansford Lift Station Reconstruction

Dear Mr. Kasraie:

As a result of the Tubbs Fire, two of the City of Santa Rosa's wastewater lift stations, Skyfarm 'A' and Hansford Court, were heavily damaged and are not currently functioning as intended. The stations were designed to provide daily conveyance of wastewater generated from the adjacent residents. Currently, the City is able to operate Skyfarm 'A' manually and is using a vactor truck to manage the Hansford Lift Station flow. In anticipation of local residents rebuilding their homes within the next 18 months, the City is planning to make permanent improvements to the two lift stations and is seeking qualified engineering firm to assist the City. Hazen understands the mission-critical nature of these assets. Their ability to operate reliably 24/7 is vital to the basic protection of public health and the environment.

The City is seeking proposals from qualified consultants and your challenge will be to distinguish between the firms proposing on this project. Each firm will offer extensive pump station experience and staff qualifications and provide supporting documentation about their unique knowledge of the lift stations that will allow them to meet the schedule. Although numerous criteria need to be considered in the selection process, the following are key messages that help define and distinguish the Hazen Team.

Protecting the Schedule. We can meet the City's Schedule. As a firm committed to our clients, we are passionate about helping the City make the right choices for this project and meet the accelerated schedule. We realize the residents have been through a difficult and stressful situation and it is important to make sure the City is able to minimize the residents' anxieties. Having Skyfarm 'A' and Hansford Court up-and-running in time to meet the local demands is an important goal for the City. Our approach focuses on working collaboratively with City staff while meeting the ambitious but doable schedule. Detailed in our proposal are a number of methods to accelerate the schedule as well as prevent schedule delays.

Our Team Combines Local Knowledge and Nationally-recognized Pump Station Expertise to Deliver.

Hazen is committed to providing the City with our most qualified project management and technical team. The Skyfarm 'A' and Hansford Lift Station Reconstruction is so important to the City that we have arranged to have our Project Manager, Marc Solomon, and Pump System Engineer, Steve Conner, available full-time to the Skyfarm 'A' and Hansford reconstruction project. Marc and Steve have combined for over 4,500-mgd of pump station capacity experience. Additionally, Marc is the right Project Manager for this assignment since he brings a wealth of familiarity with the City design process as well as specific design experience at both Skyfarm 'A' and Hansford Lift Stations. This local experience means we already know the sites and pump conditions and are ready to start. The pump station experience that Steve and Marc bring to the project is unique due to their recognized technical expertise

CONTACT INFORMATION

Marc Solomon
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(707) 696-9318



and their knowledge of the lift stations. As an example, in our proposal we discuss the alternatives for each station, having already analyzed the options for Skyfarm 'A' and additionally having developed a new concept for Hansford that results in a more fire-proof station.

Local, Committed and Accessible Team. Our team includes key prominent subconsultants- V&A for Condition Assessment, HKIT for Architecture, and Kleinfelder for Geotechnical. We have a strong working relationship with our subconsultants; this is not a one-off project for our team. All three firms have worked with Hazen staff for over 20 years. V&A leads the industry in condition assessment and works regularly with Hazen. While we do not anticipate significant architectural effort, HKIT provides architectural designs that provide functionality for O&M staff. And Kleinfelder brings decades of knowledge of the local geology. The Hazen Team is comprised of the top design experts in the industry whose local presence will provide the City with increased availability, responsiveness, and local understanding. This combination means the City will benefit from not only our team's expertise but also from the knowledge that our team includes the resources to drive the project to completion.

The Resources to Deliver both Projects. The Hazen Team is well equipped to meet the project schedule while working on both pump station designs as together with our subconsultants we have over 100 local team members to support the City's project. Our local resources include CEQA and permitting experts who bring direct experience with FEMA funding and FEMA's environmental requirements. In our office we have electrical engineers with a combined 100+ years of experience. We offer from our local office hydraulics, pump systems, HVAC and mechanical engineers. We are committed to providing the City with the resources required to meet the schedule. We've assigned as our principal-in-charge, Kevin Alexander, who is also our Region Manager and has the authority to assign any necessary resources to meet the schedule. And finally, we have identified two engineers for each position on the team to provide back-up in the unlikely event our primary engineer is unable to fulfill their commitment due to illness.

We are a Local Team that will Deliver on Our Promise. This project will require a highly qualified technical team with a proven track record and a history of success, that can be trusted to live up to its word and deliver. We are the right team for the City and commit our senior team to ensure that technical expertise is applied and each team member will remain committed throughout the duration of the project. This will be our single most important project.

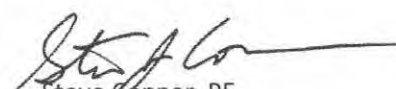
Our senior team, coupled with our pump station experts, will deliver on our commitment to the City.

We appreciate this opportunity to submit our proposal and qualifications. The Hazen Team offers industry-leading pump station expertise, exceptional service, and direct experience with both Skyfarm 'A' and Hansford that would make us an outstanding choice for this assignment. If you have any questions, please contact Marc Solomon at (707) 696-9318 or msolomon@hazenandsawyer.com.

This proposal is signed by Marc Solomon, who is authorized as Vice President to bind Hazen, and is valid for 90 days.

Sincerely,
Hazen


Marc Solomon, PE, BCEE, D.WRE
Project Manager/Vice President


Steve Conner, PE
Senior Civil Engineer

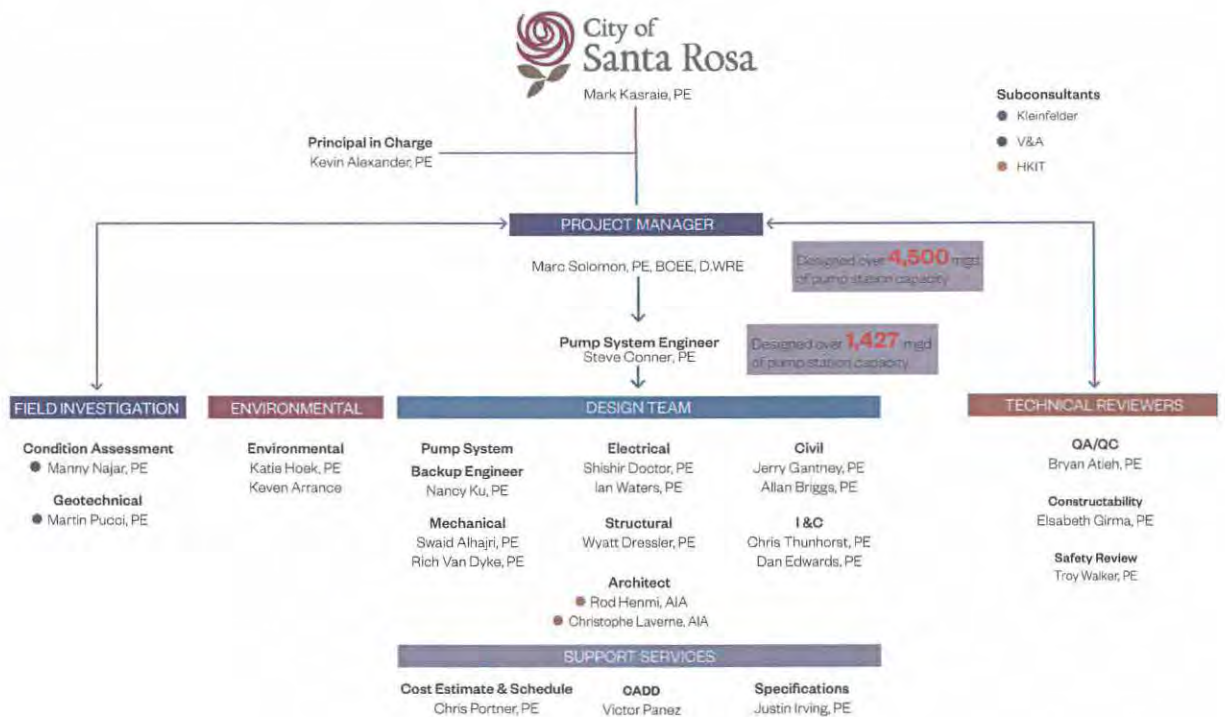
Section No. 2

Project Team

We have selected our team based on two very important criteria: team members' **qualifications** and their **availability**. First, we identified our team members based on their technical qualifications and expertise in their fields. Secondly, any potential team member that is qualified must be available for the duration of the Skyfarm 'A' and Hansford Lift Station Reconstruction project and cannot be over-committed to other projects.

Based on our team member selection, we are committing our team for the duration of the project and will not make any changes without prior City approval. **To further emphasize our commitment to the City it is our suggestion that the City include in the professional services agreement the names of our key team members who will be dedicated to the project. This contractually commits our team to the project.**

Based on our experience, we believe it will be more efficient to have one dedicated team design both lift stations. Given the schedule and similarity of the lift stations, two teams would require more management and duplications of efforts. Therefore, our team has been organized to maximize efficiency. Our team members and their roles are illustrated in the organization chart below.



Key Personnel



Marc Solomon, PE, BCEE, D.WRE, Project Manager

Our team will be led by Marc Solomon, PE, BCEE, D.WRE, as Project Manager. Marc has 34 years of experience in a wide range of wastewater projects. Marc's broad range of project experience enhances his project management abilities and his ability to work effectively with project teams and externally with elected officials, engineers, operators, contractors, and the general public. He is known as a collaborator and consensus-builder. His roll-up-the-sleeves style and good interpersonal skills allows Marc to develop trust within his teams and achieve success through a coordinated team effort. Marc has completed over 50 similar assignments both locally and throughout the Country.



Kevin Alexander, PE, Principal in Charge

Mr. Alexander has extensive experience in the planning, design and construction of wastewater and water reclamation facilities. His assignments have included providing technical review and assistance on cutting edge research projects using advanced technologies. He has developed detailed designs of many systems and provided construction and startup services. He has experience with many different project delivery methods including: design-bid-build, CM at risk, alliance contracting, design-build and design-build-operate.



Steve Conner, PE, Pump System Engineer

Steve has extensive experience in the planning and design of major water and wastewater pumping stations. Steve has particular expertise in pump station design and has managed or served in a key technical role on projects ranging in size up to 500 mgd capacity. This has included in-depth evaluation of system requirements for proposed new facilities as well as for rehabilitation, upgrade, or replacement of existing pump stations.



Bryan Atieh, PE, QA/QC

Bryan brings recent, relevant experience with large, complex wastewater pump station upgrades. From the recently completed Newtown Creek WWTP upgrade he will draw on his lessons learned with construction sequencing while maintaining continuous plant operations. He is an expert in the design of wastewater pump stations with a specialty in the upgrade of existing facilities. Bryan recently relocated to our region after working in our New York City office on some of the Country's largest wastewater pump stations.



Katie Hoek, PE Permitting and Environmental

Katie Hoek will serve as our permitting specialist and will work closely with Marc Solomon. Both bring extensive experience with permitting, CEQA, and NEPA requirements. Katie brings 20 years experience as a permitting and environmental practitioner and brings extensive CEQA experience and agency permitting. She and Marc have worked together on a number of projects throughout California. Katie has direct experience working on FEMA - funded projects.



Swaid Alhajri, PE, HVAC Engineer

Mr. Alhajri has over 17 years' experience as a Mechanical Engineer with unique experience in all areas of HVAC Systems. He is knowledgeable in heating, cooling and ventilation systems analysis and design for both Class 1 Division 1 and 2 spaces.



Shishir Doctor, PE Lead Electrical Engineer

Mr. Doctor is a Senior Electrical Engineer with over 45 years of design and construction management experience on a wide variety of electrical/mechanical projects for wastewater and water treatment facilities. He has an expert knowledge of NFPA 70E: Standard for Electrical Safety in the Workplace and has extensive experience developing and reviewing electrical safety plans. Shishir and Marco have worked together on numerous City projects, most recently on the treatment plant overhead electrical pole replacement.



Ian Waters, PE, Electrical Engineer

Mr. Waters is a Senior Associate with experience designing power and control systems for water and wastewater treatment plants. His experience includes design of medium and low voltage power distribution systems that includes switchgear, motor control centers, panel boards, motor soft starters, VFDs, and UPS charger/battery systems. Mr. Waters will serve as the electrical engineer for the Low Priority MOCs.



Chris Thunhorst, PE, I&C

Mr. Thunhorst is a Senior Associate and has over 17 years of experience in electrical engineering for building systems, wastewater treatment facilities, and pumping stations. Mr. Thunhorst will serve as I&C lead.



Nancy Ku, PE, Backup System Engineer

Ms. Ku has 19 years of experience in planning, design, and construction of wastewater, potable water, storm water, and recycled water infrastructure and facility projects. Nancy's specialty includes wastewater pump station and pipelines.



Chris Portner, PE, Cost Estimating and Schedule Control

Chris Portner is a Civil Engineer with experience in process engineering, wastewater treatment plant design, cost estimating and construction management. He has performed cost estimating from planning level through construction for both water and wastewater projects, including conveyance and treatment facilities. Mr. Portner is an AACEi Certified Estimating Professional.



Wyatt Dressler, PE, Structural Engineer

Mr. Dressler specializes in structural and seismic design for water and wastewater treatment and infrastructure facilities. Wyatt has experience in reinforced concrete, and steel design for hydraulic structures including the design for buoyant forces. He has a comprehensive understanding of structural engineering principles and practices as well as structural modeling, seismic and structural evaluation and assessment of existing structures.



Jerry Gantney, PE, Civil Engineer

Jerry Gantney, PE, PLS will serve as the Civil Engineer for this project. Jerry has over 40 years of experience in Civil Engineering design, and construction. Jerry has led design teams on pump station improvement projects. Jerry is also a Professional Land Surveyor and has experience in not only topographic surveying but easement review and preparing legal descriptions.



Troy Walker, PE, Safety

Troy has over 20 years of experience in the planning, design, construction and operations management of wastewater and recycled water facilities. Troy has an operation background which enhances his ability to identify safety issues.

Availability to Complete Both Lift Stations Concurrently

We understand the importance of the project to the City and the need to have key staff dedicated to the project given the fast-track schedule. Our Principal, Kevin Alexander, Project Manager, Marc Solomon, and Pump Systems Engineer, Steve Conner, availability to work on the Skyfarm 'A' and Hansford Court Lift Stations is shown below. Our commitment is to have both Steve and Marc dedicated to the project as shown below. Our team will make the lift stations our single most important priority.

Marco Solomon, PE, BCEE, D.WRE
PROJECT MANAGER

Availability 90%
■■■■■■■■■■



Current Projects	Availability to Santa Rosa
West Napa Pump Station	40 Hrs/wk

Kevin Alexander, PE
PRINCIPAL IN CHARGE

Availability 75 - 100%
■■■■■■■■■■



Current Projects	Availability to Santa Rosa
Signal Hill Treatment Plant	30 Hrs/wk

Steve Conner, PE
PUMP SYSTEM ENGINEER

Availability 90%
■■■■■■■■■■



Current Projects	Availability to Santa Rosa
West Napa Pump Station	40 Hrs/wk

Section No. 3

Project Team Qualifications

*Simple, one-size-fits-all solutions will not meet your needs to have the Skyfarm 'A' and Hansford Lift Station operating in time to serve the rebuilt homes in Fountaingrove. You need a best-in-class team that knows pump station designs to meet the schedule challenge, has strong familiarity with both stations, and brings sound strategies to deliver on-time. **We are that team.***

Experience Counts

Hazen Cities, utilities, and special districts of all sizes count on Hazen to help meet their needs. Our core approach is to work collaboratively with our clients to find the best solutions and meet accelerated schedules. Since our founding in 1951, the firm has developed a reputation for the technical, quality, and timeliness of our work, and we currently have over 1000 professionals and support staff in 48 offices. The Engineering News Record lists Hazen as one of the top firms in the nation, focused entirely on the domestic water, wastewater, and recycled water market. We are a water-only firm; therefore, we can bring unique expertise and specialists to each project. Locally, we are working for over 20 agencies in northern California including the City of Santa Rosa.



Subconsultants

Our subconsultants were selected based on their expertise and their long working relationship with Hazen.

V&A V&A Engineering, has a long established history of evaluation of condition assessment technologies, inspections of concrete structure's conditions and determination of remaining useful life. Established in 1979 and headquartered in Oakland, California, V&A's asset management programs include engineer-conducted field analysis on the condition of water and wastewater facilities—helpful in predicting remaining useful life and gauging renewal/replacement needs. V&A has evaluated the probability and consequence of asset failure for water and wastewater agencies up and down the western United States for over 35 years.

HKIT ARCHITECTS HKIT Architects has been in continuous practice in the Bay Area since 1948, and brings a strong record of designing highly functional operations and maintenance facilities. They maintain a professional staff of about 40 professionals in the Bay Area. Their size and structure allows for a level of specialization and client attentiveness characteristic of small firms, while affording the broad range of talent and expertise among their staff necessary to provide complete design services for fast paced projects such as the City's.

Meet Our Team

A summary of our team members' qualifications is provided below. Resumes are provided in Appendix A.

Team Member/Role	Credentials	Experience with Similar Projects
Marc Solomon, PE, BCEE Project Manager	- BS, Civil Engineering, Duke University, NC - MS, Public Health, Tulane University, LA - Professional Civil Engineer - Drinking Water Treatment and Distribution System Operator	- Oakmont, Skyfarm "A", Hansford Lift Station Upgrade, Santa Rosa, CA - Geysers Recharge Project Llano Pump Station, Santa Rosa, CA - SFPUC Pump Station Design Guide, San Francisco, CA
Kevin Alexander, PE Principal in Charge	- BS, Civil Engineering, Missouri University of Science and Technology (Previously University of Missouri at Rolla) - Professional Civil Engineer	- Los Angeles Department of Water and Power, Carson Regional Water Recycling Facility Feasibility Study, Los Angeles, CA - West Napa Pump Station, Napa, CA
Steve Conner, PE Pump System Engineer	- BS, Civil Engineering/Water Resources, University of California, Irvine - Professional Civil Engineer	- Greer Ranch Water and Sewer Engineering Services, Riverside County, CA - Rehabilitation of College Avenue Pump Station, Costa Mesa, CA - West Napa Pump Station, Napa, CA
Bryan Atieh, PE QA/QC	- MS, Environmental Engineering, University of Washington - BS, Civil Engineering, Villanova University - Professional Civil Engineer	- SFPUC Pump Station Design Guides, San Francisco, CA - Bayshore Sewerage Authority Process Aeration Upgrade, Union Beach, NJ - Manhattan Pump Station, New York City, NY
Katie Hoek, PE Environmental	- MS, Civil/Environmental Engineering, Stanford University - BS, St. Lawrence University - Professional Civil Engineer	- Chromium 6 Removal Project, Coachella Valley Water District, Palm Desert, CA - Chromium 6 Removal Project, Coachella Water Authority, Coachella, CA
Swaid Alhajri, PE Mechanical	- MS, Business Administration, University of San Francisco - BS, Mechanical Engineering, University of Missouri, Columbia, MO - Professional Mechanical Engineer	- Effluent Diversion System, City of Santa Rosa Treatment Plant, Santa Rosa, CA - West Napa Pump Station, Napa, CA - Dale Avenue Pump Station, Standby Generator, San Mateo, CA - Pump Station Design Guides, SFPUC, San Francisco, CA
Jerry Gantney, PE, PLS Civil	- BS, Civil Engineering, California Polytechnic University, Pomona - Professional Civil Engineer - Professional Land Surveyor	- Peer Review North Trunk Sewer, Santa Rosa, CA - Staples Center Arena for the Los Angeles Kings and Lakers, Los Angeles, CA - Peer Review Tank Access Road, Santa Rosa, CA
Wyatt Dressler, PE Structural	- BS, Civil Engineering, CSU Northridge - Professional Civil Engineer	- Effluent Diversion System, City of Santa Rosa Treatment Plant, Santa Rosa, CA - West Napa Pump Station, Napa, CA
Shishir Doctor, PE Electrical	- MS, Electrical Engineering, North Dakota State University - BS, Electrical Engineering, Sardar Patel University, India - Professional Civil Engineer	- Effluent Diversion System, City of Santa Rosa Treatment Plant, Santa Rosa, CA - Overhead Electrical Power Pole Replacement, City of Santa Rosa Treatment Plant, Santa Rosa, CA - Electrical Substation, Santa Rosa Treatment Plant, Santa Rosa, CA

Team Member/Role	Credentials	Experience with Similar Projects
Ian Waters, PE Electrical	- BS, Electrical Engineering, California Polytechnic State University, San Luis Obispo, CA - Professional Electrical Engineer	- Blower Rehabilitation Design, City of San Jose, CA - Headworks Upgrade Project, Central Contra Costa Sanitary District, CA - Pump Station Design Guides, SFPUC, San Francisco, CA
Chris Thunhorst, PE I&C	- BS, Electrical Engineer, North Carolina State University - AAS, Asheville-Buncombe Technical Community College - Professional Electrical Engineer	- City of Santa Rosa Treatment Plant Upgrades, Santa Rosa, CA - Influent Diversion System, Wet Well and Headworks Fine Screening Project, Windsor, CA
Rod Henmi Architecture HKIT	- Masters of Architecture, Washington University - Bachelor of Architecture, University of Minnesota - Registered Architect, CA - FAIA - NCARB - NOMA	- Rinconada Water Treatment Plant Reliability Improvement Project, Hayward Water Pollution Control Facility (WPCF) - Operations and Administration Building Vallejo Sanitation and Flood Control District MP
Martin Pucci, PE Geotechnical Kleinfelder	- MS, Civil and Geotechnical Engineering - BS, Civil Engineering - Professional Civil Engineer	- Laguna Wastewater Treatment Facility City of Santa Rosa LTP Disinfection Improvements, Santa Rosa, CA - Laguna Wastewater Treatment Facility Ponds C and D, Santa Rosa, CA
Manny Najar Condition Assessment V&A	- BS, Chemical Engineering, University of California, Berkeley - Professional Chemical Engineer	- West Napa Pump Station Condition Assessment, Napa, CA - Rohnert Park Pump Station Wet Well Condition Assessment, Rohnert Park, CA - San Mateo Dale Avenue Pump Station Wet Well Condition Assessment, San Mateo, CA
Chris Portner, PE Cost Estimating & Schedule Control	- MS, Environmental Engineering, University of California, Berkeley - BS, Civil and Environmental Engineering, University of California, Berkeley - Professional Civil Engineer	- West Napa Pump Station, Napa, CA - Disinfection Improvements at the Laguna Treatment Plant, Santa Rosa, CA - Influent Wet Well and Headworks Fine Screening Project, Windsor, CA
Victor Panes CADD	Associate of Occupational Studies Degree Drafting/CAD Technology	- Disinfection Improvements, Santa Rosa Treatment Plant, Santa Rosa, CA - West Basin Municipal Water District, Carson Plant, CA
Elsabeth Girma, PE Constructability	- BS, Civil Engineering, Georgia Institute of Technology Atlanta, GA - BS, of Science Spelman College Atlanta, GA - Professional Civil Engineer	- EBMUD Wastewater Interceptor Rehabilitation Project, Oakland, CA - Alameda Naval Air Station Pump Station Rehabilitation and Upgrade, EBMUD, Oakland, CA
Troy Walker Safety Review	- BE, Chemical Engineering, University of New South Wales, Australia - Graduate of CO-OP Scholarship Program. - MIE(Aust)	- Reverse Osmosis Plant Optimization, Beverly Hills, CA - Carson Plant, West Basin Municipal Water District, CA

Section No. 4

Work Plan

Project Understanding

As a result of the Tubbs Fire, two of the City of Santa Rosa's wastewater lift stations, Skyfarm 'A' and Hansford Court, were heavily damaged and are not currently functioning as intended. The stations were designed to provide daily conveyance of wastewater generated from the adjacent residents. The stations' ability to operate reliably 24/7 is vital to the basic protection of public health and the environment.

Of the 20 homes served by the Hansford Lift Station only one residence was unaffected by the fire. Wastewater flow from this home is currently conveyed to the Hansford Lift Station and the City is using a vactor truck to manage the Hansford flow. Skyfarm 'A' serves more homes than Hansford and some of those homes were unaffected by the fire. Currently, the City is operating Skyfarm 'A' manually to manage the wastewater flow.

Additionally, Skyfarm 'A' will potentially be receiving future flows as build-out continues in the area. Because both lift station enclosures- fiberglass enclosure over the pumps at Hansford and CMU building over the pumps at Skyfarm 'A'- were heavily damaged from the fire, the City would like to rehabilitate the stations with a more robust, fire-proof roof at Skyfarm 'A' and enclosure at Hansford.

Many of the Fountaingrove residents affected by the Tubbs Fire are in the process of rebuilding their homes. Site clearing is largely completed, residents are engaging architects to develop plans, and the City has streamlined the permitting process to reduce the burden on the residents. In anticipation of local residents rebuilding their homes within the next 18 months, the City is planning to make permanent improvements to the two lift stations and is seeking a qualified engineering firm to assist the City.

The lift stations will need to be in operation as the adjacent homes are completed and re-occupancy begins.

The City is committed to reducing the anxiety of the residences who have already been through a tremendous ordeal and therefore the Consultant's ability to meet the design schedule is a priority for the City.

The City anticipates receiving FEMA funding and this will require adhering to FEMA procedures and requirements. With FEMA involvement there can be a certain amount of uncertainty about the exact requirements and the level of review by FEMA. There are two areas that require focus when working with FEMA:

- **Environmental.** As discussed in more detail below, FEMA funding triggers the need to follow NEPA environmental procedures in addition to CEQA requirements.
- **Funding Reimbursement.** FEMA offers different funding levels- replacement costs and mitigation of future damage by fire. The City will be seeking both levels of reimbursement.

With this background, Hazen has prepared our project approach to meet the design schedule while also addressing FEMA requirements.

Project Approach

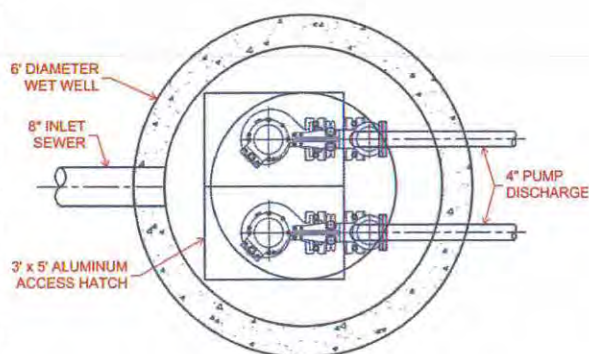
Pump Alternatives

Hansford Court Lift Station

The Hansford Court Lift Station consists of a 6-foot diameter wet well with a packaged above-ground FRP Gorman-Rupp pump station consisting of four 10-HP self-priming pumps in a 2-stage configuration. Because of the low flow, high head conditions at Hansford the original station required the 2-stage self-priming pumps. However, these pumps operate at a very low efficiency, 40%, when compared to typical industry efficiencies of 70%. The City desires to reconstruct the lift station in-kind with new 2-stage Gorman-Rupp self-priming

pumps. Because the station does not have a dry well, this option is appropriate. However, there are two other options that might provide better fire-proofing at the station while also improving the pump efficiencies. These include, 2-stage submersible, or single stage submersible pumps.

While it is possible to replace the pump station in-kind with self-priming pumps, by using submersible pumps it is also possible to improve pump efficiency and reduce the number of pumps with pumps that are known to have better non-clog performance. In addition, with the single-stage submersible option the above-ground enclosure can be eliminated. Utilizing submersible pumps, eliminates the need for a building/enclosure. Based on our analysis the existing 6-foot diameter wet-well is sufficient size to accommodate two submersible pumps as shown in the adjacent figure.



Hansford Lift Station Wet Well Submersible Option

The table below shows various pump selections that meet the hydraulic and installation requirements of the lift station. For these hydraulic conditions, two options appear to provide the City with superior efficiency, lowest total installed horsepower and improved fire protection- the WEMCO Hidrostral Screw Centrifugal submersible pump and the Flygt N-series non-clog submersible pump. We realize the City does not have much experience with the submersible configuration and therefore, this may not be an option that the City wants to pursue. However, there are advantages that the City might consider. In addition, the City may not be familiar with the WEMCO Hidrostral. However, this pump is widely used in the wastewater industry and has outstanding non-clog characteristics. During the PDR-phase we will work with the City to explore these options.

Pump Type / Model	Configuration	Capacity per Pump	Pump Quantity	Pump Power	Pump Efficiency
*Self-Priming / Gorman-Rupp T3A-B-4	Above-Ground 2-stage	180 gpm @ 60 ft TDH	4	10 HP	40%
Self-Priming / Gorman-Rupp T3A-B-1	Above-Ground 2-stage	180 gpm @ 60 ft TDH	4	10 HP	42%
Screw Centrifugal / Hidrostral D3K-M	Submersible 1-Stage	180 gpm @ 120 ft TDH	2	15 HP	59%
Screw Centrifugal / Vaughan SSC3DS	Submersible 1-Stage	180 gpm @ 120 ft TDH	2	20 HP	55%
Chopper Centrifugal / Vaughan SEV3	Submersible 1-Stage	180 gpm @ 120 ft TDH	2	25 HP	42%
Non-Clog / Flygt NP3153	Submersible 1-Stage	180 gpm @ 120 ft TDH	2	23 HP	42%
Self-Priming Chopper/ Vaughan SP4C	Above-Ground 2-stage	180 gpm @ 60 ft TDH	4	15 HP	33%

* Existing Configuration

Skyfarm "A" Lift Station

The Skyfarm "A" Lift Station consists of a 6-foot diameter wet well with four 20-HP self-priming pumps in a 2-stage configuration, housed within an adjacent CMU building. The wet well floor elevation is higher than the building floor elevation, which allows the use of submersible dry pit pumps in addition to the current self-priming pumps.

The pump station has a high discharge pressure, and relatively low flow, which makes for a difficult pump selection, which is why the 2-stage configuration was installed. However, the current pump configuration has a very low pump efficiency of 30%. There are a few pump options available to provide 1-stage pumping in either submersible or dry-pit configuration, but efficiency would remain low at 35%. Utilizing dry-pit screw centrifugal pumps in a 2-stage configuration provides the best efficiency at 56%. This configuration would require the use of the existing building, or a replacement building if the existing structure was compromised by the fire. Similar to the Hansford Lift Station we would explore these options with the City during the PDR-phase.

Pump Type / Model	Configuration	Capacity per Pump	Pump Quantity	Pump Power	Pump Efficiency
*Self-Priming / Gorman-Rupp T3A-B-4	Dry-Pit 2-stage	150 gpm @ 110 ft TDH	4	20 HP	30%
Screw Centrifugal / Hidrosta D3K-M	Dry-Pit 2-stage	150 gpm @ 120 ft TDH	4	15 HP	56%
Screw Centrifugal / Vaughan SSC3DS	Dry-Pit 2-stage	150 gpm @ 120 ft TDH	4	20 HP	50%
Chopper Centrifugal / Vaughan HE3V6	Dry-Pit 2-Stage	150 gpm @ 120 ft TDH	4	25 HP	38%
Chopper Centrifugal / Vaughan HE3V6	Dry-Pit 1-Stage	150 gpm @ 240 ft TDH	2	50 HP	35%
Chopper Centrifugal / Vaughan SE3V	Submersible 1-Stage	150 gpm @ 240 ft TDH	2	40 HP	35%
Non-Clog / Flygt - NP3153	Submersible 1-Stage	150 gpm @ 230 ft TDH	2	35 HP	35%

* Existing Configuration

Because the City is reconstructing both lift stations concurrently, there is an advantage to using similar pump types for consistency with operations and maintenance.

Environmental and Permitting to Meet CEQA, NEPA, and FEMA Requirements

Permitting and Approvals

As part of the expedited fire-rebuilding process, the City has streamlined the local permitting process. Based on our understanding, there is not expected to be design review requirements by the Architectural Design Review Board. The City will be doing the plan-checking. The two permits that are anticipated are the Bay Area Air Quality Management District "Permit to Construct" and "Permit to Operate" for the standby generators at each site. The City will be leading the effort with the BAAQMD. However, with our experience designing and start-up of over 100 standby generators we are available to assist the City.

Environmental Documentation

Hazen's team members have a strong relationship with the City's CEQA planners and attorney, and because of the relationships it will help to expedite the process. We have been involved in City CEQA/NEPA projects including the Santa Rosa Regional Water Reclamation Plant UV Disinfection, Microgrid, Flood Protection, Geysers Recharge, Urban Reuse, Brown Farm Expansion Projects, and numerous trunk sewer projects. While the project should qualify as an "emergency project" and be exempt from CEQA, the City may want to proceed with a Categorical Exemption. Based on our research and discussions with City staff, the project does qualify for a Categorical Exemption and we will prepare a Notice of Exemption and public notice documents to support filing with the County.

Because the projects will receive funding in whole or part by FEMA, we will also need to comply with FEMA-specific NEPA guidelines. Since the project involves reconstruction of facilities damaged as part of the Major Disaster Declaration for Sonoma County and will restore these facilities to their previous conditions in-kind, we expect the work will be considered a Statutory Exclusion and be exempt from NEPA. Hazen will work with the City to complete a FEMA Record of Environmental Consideration that supports the deter-

mination of Statutory Exclusion. Even with the exemption, the project must meet requirements of applicable environmental laws. Therefore, consideration will be given, in the form of desktop analyses, of the project's potential to affect Historic and Archeological Resources at the project sites. This will take the form of working with the Northwest Information Center (NWIC) at SSU and California Native American Heritage Commission. NWIC manages cultural resource records and supplies information to applicants related to known Native American cultural sites. While we will comply with NEPA and complete the NWIC search we do not believe this will impact the project since we do not anticipate disturbing new areas on the sites.

Additionally, in 2017 California enacted AB52, which requires consultation with local Native American Tribes prior to the start of the design of a project. The consultation provides the tribes an opportunity for early input to the CEQA process. However, in the case of the lift station project we do not foresee the AB52 process creating undue delays because there is no potential risk of disturbing cultural sites.

To support development of the CEQA Categorical Exemption and Record of Environmental Consideration under NEPA, we anticipate the need for two project meetings with the City: one to gain concurrence on the compliance strategy, discuss submission requirements, and establish a schedule for document development and review and the second meeting to discuss comments you may have on the compiled packages. We expect these meetings would include the CIP staff as well as planning and the City Attorney's office, similar to our previous projects with the City.

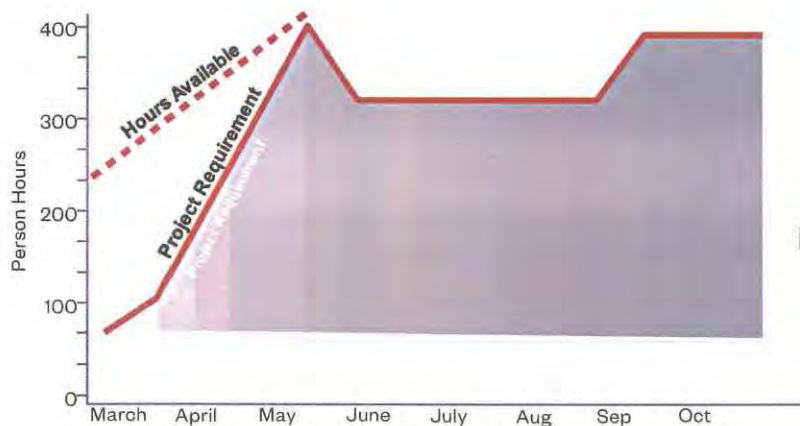
FEMA Coordination

Our approach is bolstered by our previous experience with FEMA funding after a natural disaster. Our experience on large natural disasters similar to the Tubbs Fire is to follow closely the FEMA guidelines. In the case of the lift station project we have performed the Benefit-Cost Ratio analysis and will use that experience on this project.

Schedule

We have prepared a task-based schedule for the lift station designs. Our schedule was developed to meet the City's ambitious deadlines and is shown on the following pages.

Our current staffing levels and work load allow us to meet the design schedule. Based on our team members availability, the design durations, and the anticipated drawing list (provided in the separate sealed envelope with our fee) we have projected the number of hours and staff required to work on the project through the duration. Using this analysis, we have the ability to adequately staff the project for the duration of the project.



Hours Required Per Month for the Skyfarm 'A' and Hansford Lift Station Project

A Team You Can Count On

Our commitment to the project schedule includes key team members who bring strong familiarity with the City as well as with the Lift Station sites. As an example, our Project Manager, Marc Solomon, has completed previous design projects at both Skyfarm 'A' and Hansford Court. Along with Marc our principal, Kevin Alexander, and Pump Systems Engineer, Steve Conner, have worked on a portion of the City's Disinfection project- the pump station diversion system. Our familiarity with the two lift station sites and the City's design procedures will result in our immediate start-up of the project with minimal "learning curve."

A Team that Delivers

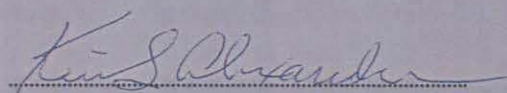
Our team brings together the industry's top pump station experts with a proven project management focus. Our project management team has a unique ability to work effectively with technical and O&M staff. However, the most important quality our team brings is the ability to get projects completed on-time. Our track record is stellar and our references will tell you that our project team delivers no matter the schedule. Additionally, Marc has a history as project manager or program manager of driving City projects to completion.

Ability to Meet the Schedule

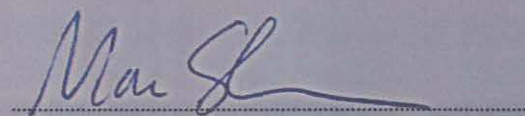
Knowing the schedule is a significant concern for the City we have developed a number of concepts to control the schedule and manage potential delays. These include:

- » Include in the Consultant's contract the name and titles of the key staff to prevent the Consultant from switching key staff;
- » Use Over-the-Shoulder Reviews to quickly get the City staff familiar with the design submittal and jump-start the City's review to meet the City's review time commitment;
- » Eliminate the 60% Submittal;
- » Hazen staff has nearly a 25-years' of experience working with the City. You are our valued client and we are familiar with the City's on-boarding process. We are comfortable beginning work in advance of the official NTP to get an early start on the design. We believe we can do this since we are already familiar with the sites and have even developed the alternatives. We realize the City cannot endorse this concept and the risk would be solely Hazen's. However, our loyalty to the City sufficiently warrants this;
- » We propose to embed our key team members- Marc Solomon and Steve Conner- at the City's Office during the preparation of the PDR to accelerate the selection of the pump configuration alternative. By working side by side with City staff we believe we can quickly get the City up-to-speed on the options and apparent best alternative;
- » Provide weekly email updates to keep the City informed and manage our weekly progress. The emails will include accomplishments from the previous week, anticipated work for the coming week, and any issues or concerns that need resolution;
- » Propose senior staff who have significant pump station experience and can apply that experience to accelerate the project.

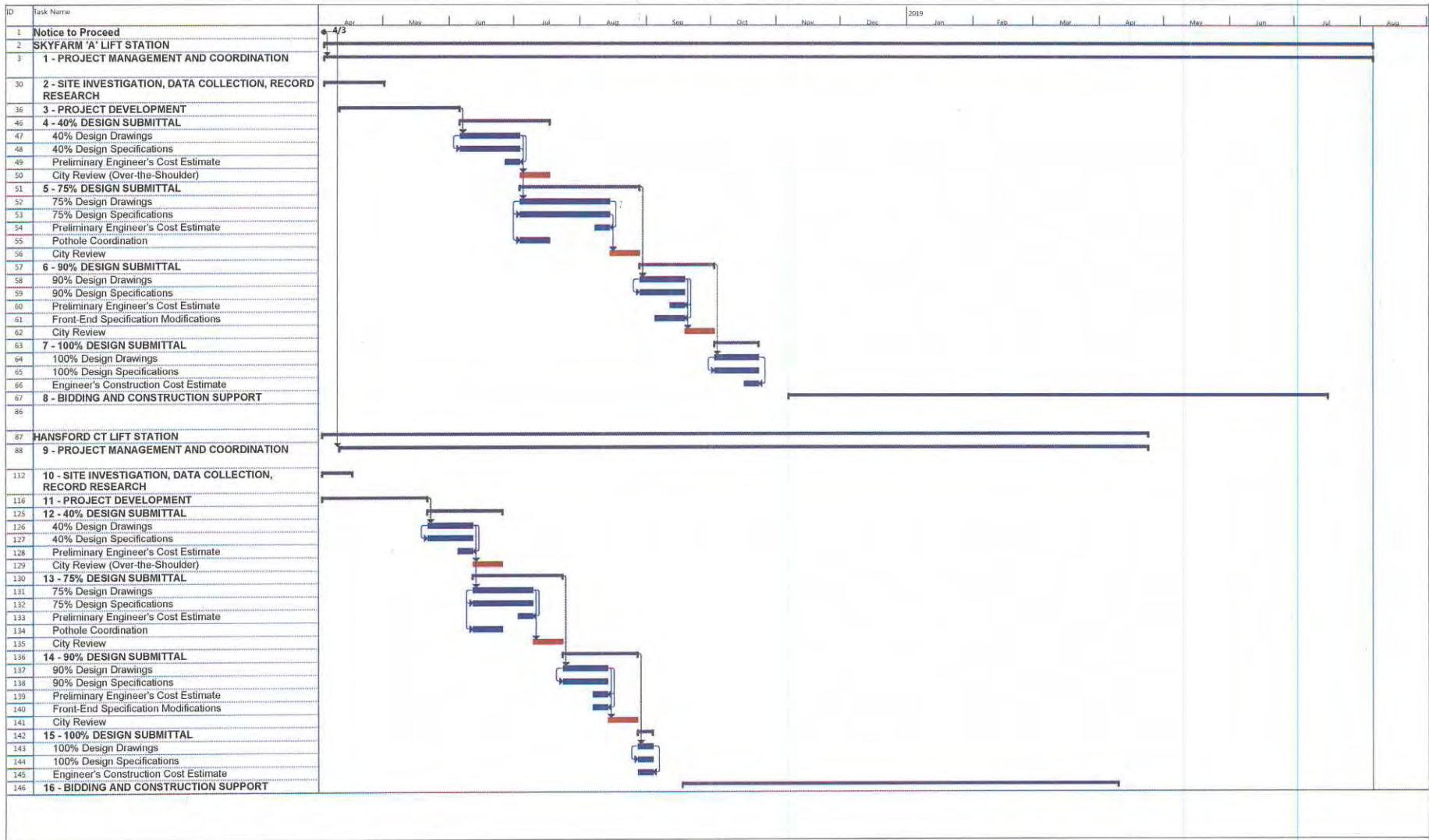
We have estimated the resources required to complete the Skyfarm 'A' and Hansford Lift Stations by August 2018 and October 2018, respectively. Our Promise to the City is we will commit our proposed team for the duration of the project and meet the deadlines.



Kevin Alexander, PIC / Vice President



Marc Solomon, Project Manager / Vice President



Section No. 5

Reference Projects

We believe the best reasons you will hear for selecting our team come from our clients, who are your colleagues. We encourage the City to contact our references to hear from your colleagues about the quality of our work, timeliness, and our service.

PROJECT	1	2	3	4
				
	Tarrytown Pump Station	West Napa Pump Station	Avenue V Pumping Station	Neabsco Lift Station Replacement
CONTRACT INFO	Reference Loah Radko, PE Director of Design Coordination Engineering Division Westchester County Department of Public Works (914) 995-2471 Project Role Planning, Design, DSDC, Closeout Contract Value \$21.5 M Construction Time Period 2011 - Present Contract Role Prime Consultant	Reference Jim Keller Plant Manager Napa Sanitation District (707) 268-6030 Project Role Planning, Design, DSDC, Closeout Contract Value \$8 M Construction Time Period 2017 - Current Contract Role Prime Consultant	Reference Kevin Clarke, PE NYCDEP BEDC Portfolio Manager (718) 595-5995 Project Role Planning, Design, DSDC, Closeout Contract Value \$205 M Construction Time Period 2003 - 2013 Contract Role Prime Consultant	Reference Samantha Koanoy, PE Project Manager Prince William County Service Authority (703) 335-7925 Project Role Planning, Design, ESDC Contract Value \$11.9 M Construction Time Period April 2013 Contract Role Prime Consultant
DESCRIPTION	- Full rehabilitation of pump station with an average daily flow of 2.5 mgd and capacity of 16 mgd. - Replaced all process mechanical equipment including influent screens and pumps, plus supporting electrical and HVAC systems. - Designed and provided permitting services for a new 30" forcemain stretching 4,860 linear feet across numerous roadways and utilities.	- Increase firm capacity of the pump station to 15.4 mgd. - Address the aging infrastructure such as the seismic condition of the 40-year old existing facility. - Proposed a number related to the cost-effectiveness of rehabilitation of the existing facility, expansion of the south wet well to accommodate additional pumping capacity, and consideration of a new wet well on the east side of the station property.	- Pumping Station upgrade that included electric service feed and force mains to increase pumping capacity from 30 to 80 mgd. - Increased pump station capacity within confines of historic structure eliminating need for CSO tanks. - Used submersible pumps to consolidate pumping in wet well and replace several generations of prior upgrades.	- Preliminary and Final Design of a new to the 25 mgd pump station. - Evaluation benefits of equalization. - Provisions were made in the design to accommodate the future flow of 92.3 mgd.
SAFETY/QUALITY/SCHEDULE/BUDGET	Safety Established a confined space entry and MOPD plan to enter the wet well during periods of low flows to isolate individual pumps and bulkhead suction openings. Quality Facilitated "deep dive" reviews with station staff at key design milestones to ensure ease of operation and maintenance for the end users. Schedule Major construction activities were carefully sequenced in order to meet the project schedule. Budget With construction nearly complete, all change orders total \$120 K, representing only 0.6% of the bid cost.	Safety Design utilized NFPA codes and incorporated an access to the pumps and screening area. Quality Identify the process, the procedures, milestones and deliverables. Schedule Completed on time and on budget with minimal disruption to plant staff. Budget The District faced funding constraints, Hazen worked with the District to develop a phased design, where immediate rehabilitation needs were addressed and less critical features deferred until more funds were available.	Safety Environmental Health and Safety (EH&S) standard operating procedures were followed and included development of health and safety plans (HASP) during construction. Quality As design progressed, there were scheduled reviews for quality assurance/quality control performed by senior staff not associated with the project. Schedule Hazen sequenced the pump station and force main work performed under different construction contracts as concurrent activities to coordinate their interconnection and meet the project schedule. Budget Innovative design saved hundreds of millions of dollars in comparison to the conventional approach for addressing CSO-related water quality issues.	Safety System redundancy and reliability was increased. Quality Reviews at different stages of the process done by independent discipline experts. Schedule Major milestones were sequenced to meet schedule for completion. Budget Phased construction allowed for costs to be deferred and construct the project within the budget.
RELEVANCY	Relevant Features - Pump Station Rehabilitation - Emergency Power System - Maintenance of Facility Operations	Relevant Features - Sanitary Pump Station Design - Unmanned Facility with SCADA Operation - Alternatives analysis for pump configurations - Piping modifications - New electrical infrastructure	Relevant Features - Pump Station Rehabilitation - Wet Pit Submersible Pumps - Architectural Improvements	Relevant Features - Pump Station Condition Assessment - Pump Station Design - Flow assessment - Dry pit submersibles

Section No. 6

Scope of Services

As part of the RFP, the City has prepared a very complete Scope of Services for the lift station reconstruction project. We have discussed the scope with City staff, developed an understanding the scope of the project, and agree with the requirements.

The following Scope of Services describes the specific tasks to be performed by the Consultant.

Skyfarm 'A' Lift Station

Task 1 Project Management and Coordination

- Project coordination, monitoring, and administration.
- Attend project kickoff meeting, progress meetings, project coordination meetings, design review meetings, pre-bid meeting, and pre-construction meeting.
- Monitor task budgets and project schedule.
- Perform quality assurance/quality control (QA/QC) activities.
- Prepare monthly progress and budget reports, and invoices.

Task 2 Site Investigation, Data Collection, Record Research

- Review existing records and data including but not limited to geographic information system information, records, drawings, reports, maps, and other documents relevant to the limits and scope of this project.
- Provide condition assessment of existing infrastructure and recommendations for improvement. Include testing of building walls, concrete slabs and floor, and asphalt.
- Perform field investigation of the lift station to determine constructability issues, utilities clearances, and alternative site layout.
- Perform geotechnical investigation to determine the groundwater elevation, soil type, corrosion, and compaction requirements at the lift station.
- Surveying will be performed by the City.
- Complete the required environmental and cultural resources evaluation per NEPA requirements.

Task 3 Project Development

- Prepare lift station design alternatives (2 maximum) with different site layout for City review and consideration. The two alternatives shall be 1) replace lift station in-kind with self-priming pump station, or 2) replace lift station with wet-well and submersible pump configuration.
- Perform benefit-cost analysis for any modifications to original lift station (Alternative 2). Benefit-cost analysis for modifications shall adhere to latest version of FEMA requirements and methodology (<https://www.fema.gov/benefit-cost-analysis>).
- Develop preliminary site layouts for discussion.
- Establish design criteria and equipment list.
- Prepare engineer's estimate for probable cost for review.
- Identify permitting agencies, if any, and submittal requirements to successfully procure the permit.
- Draft Preliminary Design Report
- Final Preliminary Design Report

Deliverables: Four (4) sets of Preliminary Design Report (PDR) shall be submitted to the City for review. The submittal shall include information such as design criteria, equipment, environmental concerns, water quality impacts, any non-standard conditions, probable construction cost estimate, and modification of City's pre-design information. Additionally, the PDR will provide the results of the alternatives analysis for reconstruction and site layout. The cost/benefit analysis will be included. Submit four (4) sets of results from condition assessment of lift station. One meeting shall be scheduled with City staff to review the comments for the Project Development design submittal.

Task 4 40% Design Submittal

- Based on selected alternative and other results from PDR, develop 40% design level construction plans for Skyfarm 'A' lift station.
- Prepare list of technical specifications.
- Prepare preliminary engineers cost estimate.

Deliverables: Provide a 40% submittal that includes: eight (8) sets of project plans on 22" x 34" white bond paper (typical 40-, 75-, 90% submittals), three (3) copies of the list of technical specifications, and three (3) copies of the preliminary engineer's estimate created using the City supplied Microsoft (MS) Excel spreadsheet template. Show the plan-view site layouts for the lift stations on the topo. Identify utility conflicts. Identify required environmental permits. One meeting shall be scheduled with City staff to review the comments for the 40% design submittal.

Task 5 75% Design Submittal

- After review of 40% Design Submittal, Consultant shall proceed with 75% Design Submittal.
- Prepare 75% design level detailed lift station civil, mechanical, structural, electrical, and general drawings, and standard/project details.
- Provide 75% technical specifications and engineer's cost estimate.
- Coordinate potholing activities.

Deliverables: Provide a 75% submittal that includes: eight (8) sets of project plans, three (3) copies of draft Technical Specifications (based on City's MS Word "boilerplate" templates), and three (3) updated engineer's estimates. Incorporate 40% review comments in project plans. Send copies of project plans to utility companies for their review. One meeting shall be scheduled with City staff to review the comments for the 75% design submittal.

Task 6 90% Design Submittal

- After review of 75% Design Submittal, Consultant shall proceed with 90% Design Submittal.
- Prepare complete detailed lift station civil, mechanical, structural, electrical, and general drawings, and standard/project details.
- Provide complete technical specifications and engineer's cost estimate.
- Provide proposed edits to "front-end" general specifications

- 90% Design Submittal shall be considered a complete design submittal.

Deliverables: Provide a 90% submittal that includes: eight (8) sets of project plans, three (3) copies of 90% Technical Specifications, three (3) copies of proposed edits to "front end" general specifications, and three (3) copies of updated engineer's estimate. Incorporate all remaining comments into the project plans and technical specifications. One meeting shall be scheduled with City staff to review the comments for the 90% design submittal.

Task 7 Final (100%) Design Submittal

- Incorporate 90% Design Submittal comments.
- Submit one set of full-size stamped and signed final drawings along with specifications and contract documents.
- Submit one copy of final quantity calculations and engineer's construction cost estimate.
- Submit all digital files (AutoCAD, MS Word, MS Excel, PDF, etc.) for the project.

Deliverables: Provide a 100% submittal that includes: final stamped and signed mylar project plans, final Technical Specifications in electronic MS Word format, stamped and signed Technical Specifications cover sheet in PDF format (City provides MS Word format cover sheet template), an itemized Bid Sheet (MS Excel format), and proposed edits to "front end" general specifications. Final project plans shall be on archival quality white mylars (durable, dimensionally stable polyester) that are 22" x 34" and made with archival quality permanent ink that does not smear even if wet. Pencil originals and sticky backs are not acceptable.

- Provide final approved project plans in electronic AutoCAD format, and all related files in MS Word, MS Excel, and PDF formats as appropriate.

Task 8 Bidding and Construction Support

- Provide bidding assistance, clarifications which may include responding to questions from potential bidders, attending the pre-bid conference and job walk, assisting with preparation of addenda, and reviewing the submitted bids.
- Conduct site visits (4) during construction at appropriate stages.
- Provide submittal list, review shop drawings, change order requests and provide written recommendations to the City. Assume 40 shop drawings and 10 change order requests for budgeting purposes.

- Review and respond to contractor's request for information (RFI) and clarifications during construction and provide written recommendations to the City. Assume 20 request for information for budgeting purposes.
- Participate in the final inspection and assist with punch list of deficiencies.
- Preparation and submittal of digital record drawings to the City.

Deliverables: Provide a one (1) set of project As-Built plans on 22" x 34" white bond paper. Provide digital copies of as-built plans in digital (AutoCAD) format.

Hansford Lift Station

Task 9 Project Management and Coordination

- Project coordination, monitoring, and administration.
- Attend project kickoff meeting, progress meetings, project coordination meetings, design review meetings, pre-bid meeting, and pre-construction meeting.
- Monitor task budgets and project schedule.
- Perform quality assurance/quality control (QA/QC) activities.
- Prepare monthly progress and budget reports, and invoices.

Task 10 Site Investigation, Data Collection, Record Research

- Review existing records and data including but not limited to geographic information system information, records, drawings, reports, maps, and other documents relevant to the limits and scope of this project.
- Provide condition assessment of existing infrastructure and recommendations for improvement. Include testing of concrete slabs and asphalt.
- Perform field investigation of the lift stations to determine constructability issues and utilities clearances.
- City will perform surveying.

Task 11 Project Development

- Develop preliminary site layout for discussion.
- Establish design criteria and equipment list.
- Provide alternatives for fire-rated lift station enclosures and perform cost/benefit analysis for this modification to original lift station.

- Perform benefit-cost analysis for any modifications to original fiberglass lift station enclosure. Benefit-cost analysis for modifications shall adhere to latest version of FEMA requirements and methodology (<https://www.fema.gov/benefit-cost-analysis>).
- Prepare engineer's estimate for probable cost for each lift station for review.
- Identify permitting agencies, if any, and submittal requirements to successfully procure the permit.
- Draft Preliminary Design Report
- Final Preliminary Design Report

Task 12 40% Design Submittal

- Based on results from PDR, develop 40% design level construction plans for Hansford Ct. lift station.
- Prepare list of technical specifications.
- Prepare preliminary engineers cost estimate.

Deliverables: Four (4) sets of Preliminary Design Report (PDR) shall be submitted to the City for review. The submittal shall include information such as design criteria, equipment, fire-rated enclosure alternatives, and modification of City's pre-design information. Submit four (4) sets of results from condition assessment of lift station.

Provide a 40% submittal that includes: eight (8) sets of project plans on 22" x 34" white bond paper (typical 40-, 75-, 90% submittals), three (3) copies of the list of technical specifications, and three (3) copies of the preliminary engineer's estimate created using the City supplied Microsoft (MS) Excel spreadsheet template. Show the plan-view site layouts for the lift stations on the topo. Identify utility conflicts. Identify required environmental permits. One meeting shall be scheduled with City staff to review the comments for the 40% design submittal.

Task 13 75% Design Submittal

- After review of 40% Design Submittal, Consultant shall proceed with 75% Design Submittal.
- Prepare 75% design level detailed lift station civil, mechanical, structural, electrical, and general drawings, and standard/project details.
- Provide 75% technical specifications and engineer's cost estimate.
- Coordinate potholing activities.

Deliverables: Provide a 75% submittal that includes: eight (8) sets of project plans, three (3) copies of draft

Technical Specifications (based on City's MS Word "boilerplate" templates), and three (3) updated engineer's estimates. Incorporate 40% review comments in project plans. Send copies of project plans to utility companies for their review. One meeting shall be scheduled with City staff to review the comments for the 75% design submittal.

Task 14 90% Design Submittal

- After review of 75% Design Submittal, Consultant shall proceed with 90% Design Submittal.
- Prepare complete detailed lift station civil, mechanical, structural, electrical, and general drawings, and standard/project details.
- Provide complete technical specifications and engineer's cost estimate.
- Provide proposed edits to "front-end" general specifications
- 90% Design Submittal shall be considered a complete design submittal.

Deliverables: Provide a 90% submittal that includes: eight (8) sets of project plans, three (3) copies of 90% Technical Specifications, three (3) copies of proposed edits to "front end" general specifications, and three (3) copies of updated engineer's estimate. Incorporate all remaining comments into the project plans and technical specifications. One meeting shall be scheduled with City staff to review the comments for the 90% design submittal.

Task 15 Final (100%) Design Submittal

- Incorporate 90% Design Submittal comments.
- Submit one set of full-size stamped and signed final drawings along with specifications and contract documents.
- Submit one copy of final quantity calculations and engineer's construction cost estimate.
- Submit all digital files (AutoCAD, MS Word, MS Excel, PDF, etc.) for the project.

Deliverables: Provide a 100% submittal that includes: final stamped and signed mylar project plans, final Technical Specifications in electronic MS Word format, stamped and signed Technical Specifications cover sheet in PDF format (City provides MS Word format cover sheet template), an itemized Bid Sheet (MS Excel format), and proposed edits to "front end" general specifications. Final project plans shall be on archival quality white mylars (durable, dimensionally stable polyester) that are 22" x 34" and made with archival quality permanent ink that does not smear even if wet. Pencil originals and sticky backs are not acceptable.

Provide final approved project plans in electronic AutoCAD format, and all related files in MS Word, MS Excel, and PDF formats as appropriate.

Task 16 Bidding and Construction Support

- Provide bidding assistance, clarifications which may include responding to questions from potential bidders, attending the pre-bid conference and job walk, assisting with preparation of addenda, and reviewing the submitted bids.
- Conduct site visits (4) during construction at appropriate stages.
- Provide submittal list, review shop drawings, change order requests and provide written recommendations to the City. Assume 20 shop drawings and 10 change order requests for budgeting purposes.
- Review and respond to contractor's request for information (RFI) and clarifications during construction and provide written recommendations to the City. Assume 20 request for information for budgeting purposes.
- Participate in the final inspection and assist with punch list of deficiencies.
- Preparation and submittal of digital record drawings to the City.

Deliverables: Provide a one (1) set of project As-Built plans on 22" x 34" white bond paper. Provide digital copies of as-built plans in digital (AutoCAD) format.

City of Santa Rosa Design Services Terms for Capital Improvement Projects

Consultant shall:

I. Deliverables

See **Attachment 2 – Scope of Services** for project deliverables.

II. Software

1. Prepare project plans using Autodesk AutoCAD Civil 3D 2011 to 2014. Obtain prior written approval from the City's project manager to use a different product version of AutoCAD. Provide final approved electronic project plans to the City in AutoCad (*.dwg) format and all related files on CD or DVD with instructions to the City regarding how to access and use the files and the interrelationships among them. These instructions shall include a list describing what is contained in each drawing (.dwg) file.
2. Prepare most other documents using Microsoft (MS) Word and Excel 2007 or more recent versions.

III. Plans

1. Submit project plans that conform to the City's drafting standards manual and contain the original unedited topographic and control layers along with the design layers. Coordinates shall be based on City's coordinate system. Consultant shall use the same coordinates provided in the topographic survey and shall not modify any value.
2. Utilize the City established plan, profile, and cover sheet templates in AutoCAD. Each plan and/or profile sheet submitted by Consultant shall include the following:
 - A. Location and coordinates of control points, point number, elevation and description.
 - B. Graphic scale.
 - C. North arrow.
 - D. Mapping showing streets (edge of pavement, face of curb).
 - E. Elevations of all existing features, structures, or utilities.
 - F. Match lines with appropriate sheet numbers.
3. Use City established title blocks and layer convention.
4. Indicate the plan completion percentage (40%/75%/90%) near the project title area of the border on sheet one of the plans.

IV. Special Provisions/Technical Specifications

1. Prepare Technical Specifications of the Special Provisions utilizing the City CIP supplied "boilerplate" templates. Modify only as necessary. All changes shall be highlighted by developing the technical specifications with MS Word "track changes" activated, or through a similar process.
2. Review 'front end' general specifications of the special provisions (white pages), Sections 1-9 (to be provided by City), especially Order of Work, Number of Working Days, and Liquidated Damages. Consultant shall propose changes to Sections 1-9 as necessary. However, the changes to Sections 1-9

shall be made by City Staff only.

3. Verify that all items in the engineer's estimate are covered in the special provisions and that it is clear how all work is paid for. List items in the same order and with the same title as on the special provisions. Do not add headers or footers to the technical specifications.
4. Stamp and sign final Technical Specifications cover page (utilizing the City supplied template) and submit to City in PDF format. Provide camera-ready final approved technical specifications in Microsoft Word format to City via email and/or on CD, DVD, or other format designated by City.
5. Include Order of Work or any other process-related provisions, as required.
6. Include any required environmental permits, applicable regulations, and mitigation monitoring requirements in the special provisions.
7. Identify any supplementary reports used for design and indicate they are available for contractor viewing during bidding. Also indicate that such reports are not part of the contract.
8. Include any project specific provisions relating to the public outreach process in the special provisions.
9. Verify that the project plans and special provisions reference the same project name.

V. Construction Contract Assistance

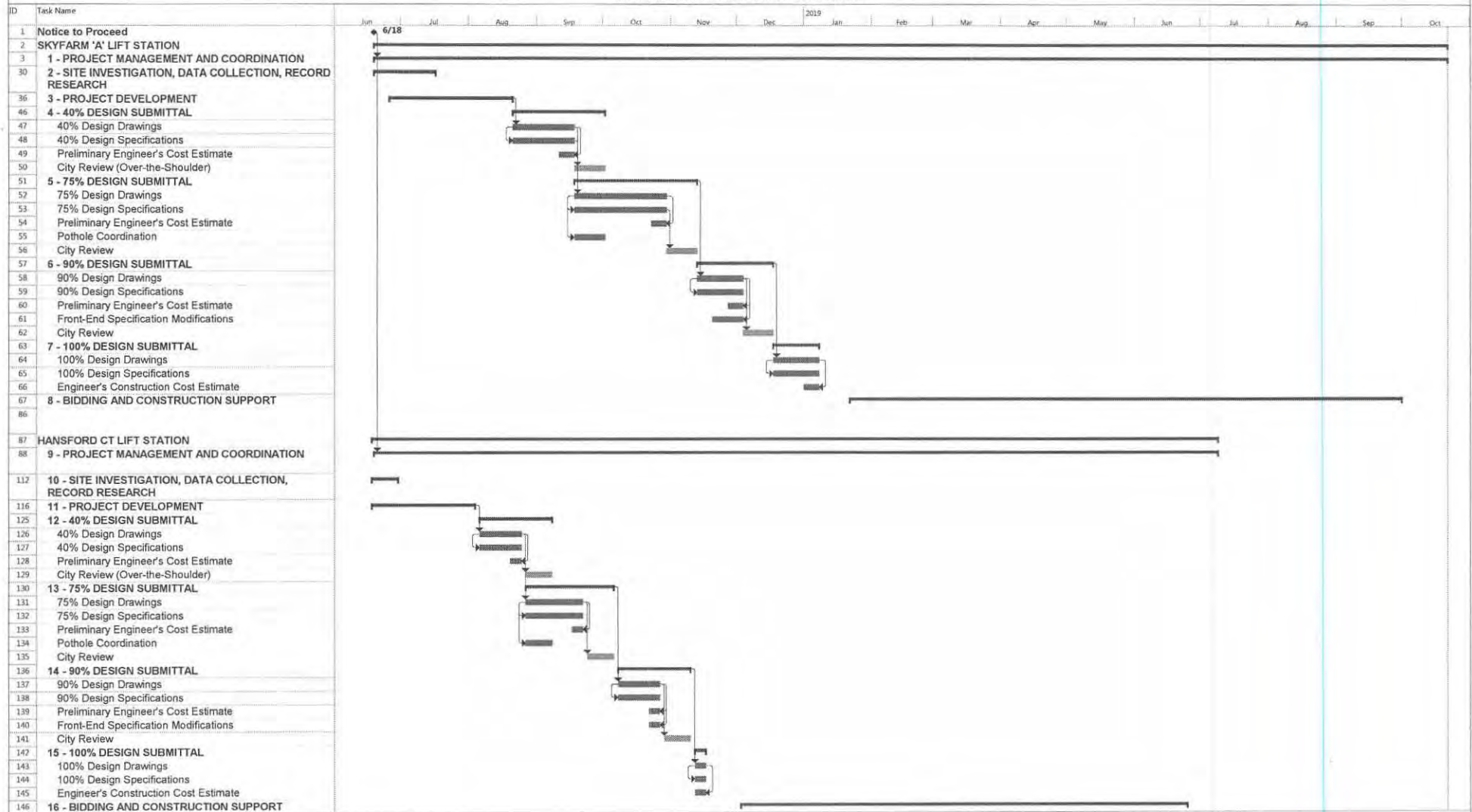
1. Promptly respond to questions, inquiries, and correspondences concerning the project until the Notice of Completion is filed. Display Consultant's name and telephone number on the project plans and in the special provisions. Answer all questions and resolve problems regarding the design of the project. Prepare and make City Council presentations when required. Prepare any necessary addenda to the Special provisions. Assist City in obtaining approval of the addenda. Prepare the final Engineer's estimate. Attend a pre-bid conference for the prospective bidders at City facilities or at the project site. Coordinate with the City's construction management team to solve field-related problems.

descriptions as directed by the City. Copies of all correspondence shall be transmitted to the City.

X. Public Outreach (As directed)

1. Assist City with all public outreach, including but not limited to correspondence, mailings, exhibits, and meetings.

CITY OF SANTA ROSA
SKYFARM 'A' AND HANSFORD LIFT STATION RECONSTRUCTION



Hazen

City of Santa Rosa		Principal-in-Charge	Project Manager	QA/QC	Constructability	Safety	Pump System Engineer	Project Engineer	Mechanical	Civil	Electrical Lead	Electrical	IRC Lead	I&C Engineer	Structural	Cost	Permitting and Environmental	Environmental Engineer	Senior CAD Designer	CAD Technician	Admin	H&S Labor Cost	Condition Assessment	Geotech	Architect	NWIC SSU	Subcontractor Fee (5%)	Other Direct Costs (CDCs)	Total Fee
SKYFARM 'A' AND HANSFORD LIFT STATION RECONSTRUCTION		Kevin Alexander	Marc Solomon	Bryan Allen	Elizabeth Gima	Troy Walker	Steve Connor	Melissa Meyer	Said Alhajn	Jerry Garbely	Shihor Doctor	Ian Waters	Chris Thurland	Justin Irving	Wyatt Dressler	Chris Potner	Katie Hoek	Kevin Amance	Victor Pansz	Regina Shnayderman	Vanessa Avila								
Raw Rate Billing Rate		105.24 \$205	103.51 \$205	75.05 \$235	100 \$150	88.12 \$225	77.4 \$235	33.65 \$110	65.9 \$205	71.66 \$225	150 \$250	76.92 \$235	77.52 \$235	48.22 \$160	44.85 \$165	50.67 \$165	55.53 \$170	35.57 \$110	40.64 \$135	36.05 \$120	28.27 \$90								
SKYFARM 'A' LIFT STATION																													
1 PROJECT MANAGEMENT AND COORDINATION		0	42	20	6	6	4	10	0	0	0	2	0	0	0	0	0	0	0	0	0	\$ 20,500	\$ -	\$ -	\$ 3,605	\$ -	\$ 180	\$ 1,000	\$ 25,376
1.1	Project Management		14																			\$ 3,710			\$ 3,605				
1.2	Kick-Off Meeting		2																			\$ 530							
1.3	Project Development Design Submittal Meeting					2																\$ 1,000					\$ 500		
1.4	40% Design Review Meeting		2																			\$ 530							
1.5	75% Design Review Meeting		2											2								\$ 1,470					\$ 500		
1.6	90% Design Review Meeting		2				2															\$ 530							
1.7	Pre-Bid Meeting		2																			\$ 530							
1.8	Pre-Construction Meeting		2																			\$ 530							
1.9	Monthly Progress Meetings		8																			\$ 2,120							
1.10	Monthly Reporting		6					10														\$ 2,690							
1.11	QA/QC			20	6	6																\$ 6,950							
																						\$ -							
2 SITE INVESTIGATION, DATA COLLECTION, RECORD RESEARCH		0	14	0	0	0	14	4	0	0	0	6	2	0	2	0	40	70	0	0	0	\$ 24,100	\$ 23,735	\$ 23,000	\$ 1,144	\$ 1,000	\$ 2,444	\$ 90	\$ 75,513
2.1	Review Existing Materials						2	4					2	2		2						\$ 2,130			\$ 1,144				
2.2	Condition assessment		4																			\$ 2,000	\$ 23,735				\$ 90		
2.3	Field investigation		4				4						4									\$ 2,940							
2.4	Geotechnical investigation						4															\$ 940	\$ 23,000						
2.5	Environmental and cultural resources		6														40	70				\$ 16,090			\$ 1,000				
																						\$ -							
3 PROJECT DEVELOPMENT		0	4	0	0	0	12	52	7	1	1	7	6	12	7	12	6	16	4	16	4	\$ 25,045	\$ -	\$ -	\$ 7,104	\$ -	\$ 355	\$ 1,630	\$ 34,134
3.1	Prepare design alternatives (2)		2				2	4	2			2	2	4	2							\$ 3,710						\$ 1,500	
3.2	Perform FEMA benefit-cost analysis (1)		1				2															\$ 1,725							
3.3	Develop preliminary site layouts						2	8	1	1		1			1	6				16		\$ 4,615		\$ 5,236					
3.4	Establish design criteria and equipment list		1				2	8	2			2	2	8	2				4	16		\$ 4,525							
3.5	Engineer's estimate of probable cost						1									6						\$ 1,225							
3.6	Permit research																4	16				\$ 2,440		\$ 1,868					
3.7	Draft Preliminary Design Report						2	24	2		1	2	2		2						4	\$ 5,690						\$ 130	
3.8	Final Preliminary Design Report						1	8														\$ 1,115							
																						\$ -							
4 40% DESIGN SUBMITTAL		0	13	0	0	0	14	26	13	3	1	9	8	24	9	6	0	0	16	70	8	\$ 34,550	\$ 6,034	\$ -	\$ 3,862	\$ -	\$ 585	\$ 990	\$ 47,791
4.1	40% Design Drawings		12				12	24	12	2	1	8	8	24	8				16	70	8	\$ 31,800	\$ 6,034		\$ 3,862			\$ 960	
4.2	40% Design Specifications						1	2	1	1		1			1							\$ 1,825							
4.3	Preliminary Engineer's Cost Estimate						1									6						\$ 1,225							
																						\$ -							
5 75% DESIGN SUBMITTAL		0	16	0	4	2	17	24	11	5	1	16	17	16	12	6	0	0	16	100	8	\$ 44,210	\$ -	\$ -	\$ 1,684	\$ -	\$ 64	\$ 1,640	\$ 47,616
5.1	75% Design Drawings		14		4	2	14	20	10	4	1	16	16	16	10				16	100	8	\$ 39,810			\$ 1,684			\$ 1,840	
5.2	75% Design Specifications		2				2	4	1	1		2	1	2	2							\$ 3,175							
5.3	Preliminary Engineer's Cost Estimate						1									6						\$ 1,225							
5.4	Pothole Coordination																					\$ -							
																						\$ -							
6 90% DESIGN SUBMITTAL		0	12	0	2	1	15	22	10	3	1	16	17	16	8	6	0	0	16	80	8	\$ 36,040	\$ -	\$ -	\$ 4,602	\$ -	\$ 230	\$ 1,970	\$ 44,842
6.1	90% Design Drawings		8			2	1	6	16	10	2	1	16	16	16	9				80	8	\$ 32,435			\$ 4,602			\$ 1,970	
6.2	90% Design Specifications		2				2	4			1		2		2							\$ 2,690							
6.3	Preliminary Engineer's Cost Estimate						1									6						\$ 1,225							
6.4	Front-End Specification Modifications		2				4	2														\$ 1,690							
																						\$ -							
7 100% DESIGN SUBMITTAL		0	7	0	0	0	8	12	2	2	1	5	3	10	1	6	0	0	8	30	4	\$ 19,815	\$ -	\$ -	\$ 2,140	\$ -	\$ 107	\$ 810	\$ 16,872
7.1	100% Design Drawings		6				6	8	2	1	1	4	2	6	1				8	30	4	\$ 12,635			\$ 2,140			\$ 810	
7.2	100% Design Specifications		1				1	4		1		1	1	2								\$ 1,855							
7.3	Engineer's Construction Cost Estimate						1									6						\$ 1,225							
																						\$ -							
8 BIDDING AND CONSTRUCTION SUPPORT		0	48	0	0	0	63	132	31	17	3	35	30	68	31	4	0	0	15	90	25	\$ 103,905	\$ 2,784	\$ -	\$ 9,102	\$ -	\$ 594	\$ 250	\$ 116,635
8.1	Respond to RFI's during bidding (2)		1				1	4	1			1			1				1	4		\$ 2,135	\$ 2,784						
8.2	Prepare Addenda (2)		1				2	16	2	2		2	2		2				4	16	4	\$ 7,395					\$ 100		
8.3	Bid Review		1				4					4										\$ 2,305							
8.4	Site Visit (4)		8				8															\$ 4,860							
8.5	Submittal List						2	8	2	1		2	2		3							\$ 3,205							
8.6	Shop Drawing Review (40)		10				20	40	12	4		12	12	24	12						8	\$ 26,990							
8.7	Change Order Requests (10)		10				10	20	6	6	2	6	6	12	6	4			6	20	5	\$ 20,180							
8.8	Respond to RFI's (20)		8				16	20	8	4		8	8	16	8					10	8	\$ 20,520		\$ 9,102					
8.9	Final Inspection/Punchlist		8				16															\$ 5,880							
8.11	<																												

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City of Santa Rosa	Principal-in-Charge	Project Manager	QA/QC	Constructibility	Safety	Pump System Engineer	Project Engineer	Mechanical	Civil	Electrical Lead	Electrical	IEC Lead	IEC Engineer	Structural	Cost	Permitting and Environmental	Environmental Engineer	Senior CAD Designer	CAD Technician	Admin	H&B Labor Cost	Condition Assessment	Geotech	Architect	NWC SSU	Subcontractor Fee (5%)	Other Direct Costs (100%)	Total Fee
SKYFARM 'A' AND HANSFORD LIFT STATION RECONSTRUCTION	Kevin Alexander	Marc Solomon	Bryan Adeb	Elisabeth Gama	Troy Walker	Steve Conner	Melissa Meyer	Swaid Alhaji	Jerry Garmey	Shahir Doctor	Ian Waters	Chris Thurmont	Justin Irving	Wyatt Dressier	Chris Partner	Katie Hook	Kevin Aronson	Victor Panoz	Regina Shrayderman	Vanesa Avila								
Raw Rate	105.24	103.51	75.05	100	86.12	77.4	33.65	65.9	71.96	150	76.92	77.57	48.22	44.85	50.67	55.53	35.57	40.64	36.05	28.27								
Billing Rate	\$265	\$265	\$235	\$150	\$225	\$235	\$110	\$205	\$225	\$250	\$235	\$235	\$160	\$140	\$165	\$170	\$110	\$135	\$120	\$90								
9.6 90% Design Review Meeting		2																			\$ 530							
9.7 Pre-Bid Meeting		2																			\$ 530							
9.8 Pre-Construction Meeting		2																			\$ 530							
9.9 Monthly Progress Meetings		5																			\$ 1,325							
9.10 Monthly Reporting		2					4														\$ 970							
9.11 QA/QC			14	4	4																\$ 4,790							
10 SITE INVESTIGATION, DATA COLLECTION, RECORD RESEARCH	0	12	0	0	0	0	8	2	2	0	6	2	2	10	0	0	0	0	0	0	\$ 6,620	\$ 6,727	\$ -	\$ -	\$ -	\$ 436	\$ 90	\$ 17,773
10.1 Review Existing Materials							8	2	2		2	2	2	2							\$ 3,260							
10.2 Condition assessment (including concrete and asphalt testing)		6												8							\$ 3,240	\$ 8,727					\$ 90	
10.3 Field investigation		4									4										\$ 2,000							
11 PROJECT DEVELOPMENT	0	3	0	0	0	13	60	5	1	1	5	5	9	13	10	5	6	4	8	8	\$ 23,330	\$ -	\$ -	\$ 5,000	\$ -	\$ 250	\$ 110	\$ 28,690
11.1 Develop preliminary site layouts		2				4	16	1	1		1	1		1				4	8		\$ 5,770							
11.2 Develop alternatives for fire-rated lift station enclosures						2	4							6							\$ 2,030			\$ 5,000				
11.3 Perform cost-benefit analysis for lift modification						1									6						\$ 1,225							
11.4 Establish design criteria and equipment list		1				2	8	2		1	2	2	8	2							\$ 4,775							
11.5 Engineer's estimate of probable cost						1								4							\$ 895							
11.6 Permit research						2	24	2			2	2	1	2		4	8				\$ 1,560							
11.7 Draft Preliminary Design Report						1	8									2			8		\$ 5,960							
11.8 Final Preliminary Design Report																					\$ 1,115						\$ 110	
12 40% DESIGN SUBMITTAL	0	9	0	0	0	10	14	3	3	1	5	3	12	5	4	0	0	4	32	8	\$ 18,075	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 530	\$ 18,605
12.1 40% Design Drawings		8				8	12	2	2	1	4	2	12	4				4	32	8	\$ 15,420						\$ 530	
12.2 40% Design Specifications		1				1	2	1	1		1	1		1							\$ 1,760							
12.3 Preliminary Engineer's Cost Estimate						1									4						\$ 895							
13 75% DESIGN SUBMITTAL	0	14	0	2	2	15	24	7	2	1	13	11	20	5	4	0	0	4	40	8	\$ 20,020	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,080	\$ 30,100
13.1 75% Design Drawings		12		2	2	12	20	6	2	1	12	10	16	4				4	40	8	\$ 25,230						\$ 1,080	
13.2 75% Design Specifications		2				2	4	1			1	1	4	1							\$ 2,895							
13.3 Preliminary Engineer's Cost Estimate						1									4						\$ 895							
13.4 Portfolio Coordination																					\$ -							
14 90% DESIGN SUBMITTAL	0	15	0	2	1	16	28	4	1	1	9	7	16	4	4	0	0	2	40	8	\$ 25,965	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,480	\$ 27,445
14.1 90% Design Drawings		10		2	1	10	16	4	1	1	6	6	12	4				2	40	8	\$ 20,140						\$ 1,480	
14.2 90% Design Specifications		1				1	4				1	1	4								\$ 2,050							
14.3 Preliminary Engineer's Cost Estimate															4						\$ 895							
14.4 Front-End Specification Modifications		4				4	8														\$ 2,680							
15 100% DESIGN SUBMITTAL	0	3	0	0	0	4	6	1	0	0	3	2	3	0	4	0	0	2	24	4	\$ 8,425	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 720	\$ 9,145
15.1 100% Design Drawings		2				2	4	1			2	2	1					2	24	4	\$ 6,255						\$ 720	
15.2 100% Design Specifications		1				1	2				1	2		2							\$ 1,275							
15.3 Engineer's Construction Cost Estimate															4						\$ 895							
16 BIDDING AND CONSTRUCTION SUPPORT	0	44	0	0	0	73	120	25	15	3	25	24	56	25	4	0	0	15	90	25	\$ 90,975	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 91,175
16.1 Respond to RFIs during bidding (2)		1				1	4	1			1			1				1	4		\$ 2,135							
16.2 Prepare Addenda (2)		1				2	16	2	2		2	2		2				4	16	4	\$ 7,395						\$ 100	
16.3 Bid Review		1				4				1											\$ 1,455							
16.4 Site Visit (4)		8				8	8														\$ 4,880							
16.5 Submittal List						2	16	2	1		2	2		2							\$ 4,085							
16.6 Shop Drawing Review (20)		8				10	20	6	2		6	6	12	6				6		8	\$ 14,650							
16.7 Change Order Requests (10)		8				10	20	6	6	2	6	6	12	6	4			6	20	5	\$ 19,650							
16.8 Respond to RFIs (20)		8				16	20	8	4		8	8	16	8				4	10	8	\$ 20,520							
16.9 Final Inspection/Punchlist		1				16															\$ 5,860							
16.10 Record Drawings						4	16						16						40		\$ 10,325						\$ 100	
TOTAL	0	129	14	8	7	135	264	47	24	7	68	54	118	62	30	6	8	31	234	61	\$ 218,635	\$ 6,727	\$ -	\$ 5,000	\$ -	\$ 668	\$ 5,220	\$ 238,268
SUMMARY TABLE																												
SKYFARM LIFT STATION TOTAL COST																										\$ 410,782		
HANSFORD LIFT STATION TOTAL COST																										\$ 238,268		
CONTINGENCY (Contingency will not be used without prior written approval by the City of Santa Rosa.)																										\$ 84,860		
TOTAL COST																										\$ 713,910		

OK
05/21/18

Exhibit C

FEDERAL PROVISIONS

A. Definitions

1. Government means the United States of America and any executive department or agency thereof.
2. FEMA means the Federal Emergency Management Agency.
3. Third Party Subcontract means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation

of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - b. Meeting Agreement performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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 section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

- 1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
- 2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply will all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
- 2. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
- 3. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. Equal Employment Opportunity

During the performance of this Agreement, Contractor agrees as follows:

- 1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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, 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. 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. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. 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 Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. 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.
5. 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.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and 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 as 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.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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. 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: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States

to enter into such litigation to protect the interests of the United States.