

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH HYDROSCIENCE ENGINEERS, INC.
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 HydroScience Engineers, Inc., a California Corporation ("Contractor").

RECITALS

- A. City desires to obtain services to repair Utility Stations throughout the City of Santa Rosa damaged 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 Three-hundred ninety-nine thousand, five-hundred sixty four dollars and no cents (399,564.00). 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 Numbers 55769, 70797, 70798.

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:

Mark Kasraie
69 Stony Circle
Santa Rosa, Ca 95401
707-543-3857
Fax: 707-543-3801

Contractor Representative:

Mike Jensen
741 Allston Way
Berkeley, Ca 94710
510-540-7100
Fax: 510-540-7106

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 December 31, 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, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Contractor shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Contractor shall fully defend, indemnify and hold harmless City, its officers and employees, and each 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 California, (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*):

By: _____

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

Print Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Office of the City Attorney

Title: _____

By: _____

Print Name: _____

Title: _____

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.

September 12, 2018

HydroScience Engineers, Inc.
741 Allston Way
Berkeley, CA 94710
T 510 540 7100
F 510 540 7106

Mark Kasraie, PE
Associate Civil Engineer
City of Santa Rosa
69 Stony Circle
Santa Rosa, CA 95401

SUBJECT: Proposal for Engineering Design Services for Fire-Related Repairs for Utility Stations

We view this project as a wonderful opportunity for HydroScience Engineers to provide public service to help rebuild areas impacted by the Tubbs Fire. By dedicating highly qualified individuals who have significant experience in all aspects of water and sewer infrastructure design, our goal is to quickly and effectively help the City design and construct these repairs to facilitate the rebuilding of Santa Rosa. We have been on your on-call consulting list for the past decade, and have spent the past 21 years providing engineering services to clients throughout Northern California.

This project will be managed by our Chief Engineer Mike Jensen, who has more than 40 years of experience and will serve as your primary contact. What sets Mike apart from other engineers is his ability to oversee, develop, and nurture staff, as well as his capacity to translate his project experience into developing contract documents that are clear, prepared to the highest quality. Our experience is that when Mike manages a project, contractors interpret the contract requirements similarly, which generally results in a tighter bid spread, fewer change orders, fewer RFIs, fewer changes during the design phase, and streamlined project implementation.

Supporting Mike will be a deep team of qualified civil, mechanical, and electrical engineers who have experience working in and around the City of Santa Rosa. This team, which includes Eric Jones, PE, Think Le, PE, Mike Marandi, PE, and Eric Petrel, PE, all have completed dozens of similar infrastructure upgrade projects. They are used to working together on these types of projects, and Mike and Eric have each been with HydroScience and working in the same office for 15 years. This team has a demonstrated track record of providing high quality client service by performing on time, on schedule, and within the project budget. You also have my personal commitment that this team will not be substituted for any reason for the project duration.

I am authorized to bind HydroScience Engineers to the terms of this proposal for a period of up to 90 days from the date of this letter. This is a project that HydroScience Engineers, and I personally, feel strongly about. After these wildfires, HydroScience helped support efforts to rebuild by contributing to the North Bay Fire Relief Fund, and we would like to do more to directly help the City of Santa Rosa rebuild.

HydroScience appreciates the opportunity to provide service on this project. Should you have any questions about our proposal, please feel free to contact me at (510) 540-7100 X12, (530) 848-3938 (cell), or clam@hydroscience.com.

Sincerely yours,

HYDROSCIENCE ENGINEERS, INC.



Curtis Lam, PE
Principal

Project Team

The HydroScience Engineers team offers the City a comprehensive team that will effectively and with the highest quality design the required repairs and improvements to the City facilities. The structure and composition of our project team is shown in the organization chart below, followed by team member bios and qualifications. Resumes are included in the appendix.

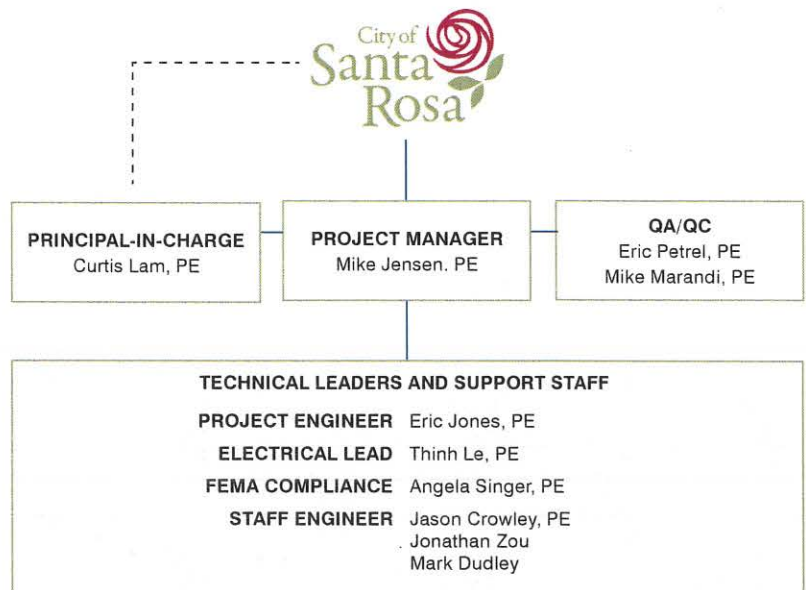
As a company, we pride ourselves on providing the utmost quality in all our work deliverables. We do this by using highly talented staff to manage, perform, and check our work, and by working closely with our clients to ensure we understand their goals and objectives. We commit our senior managers to every project and strive to consistently exceed our clients' expectations.

For this project, our Project Manager will be **Mike Jensen**. Mike is our Chief Engineer and has managed dozens of similar facility assessment projects. Mike has over 40 years of experience and typically manages and/or reviews all work performed on major design projects in our Sacramento office. Mike has recently had major roles on the assessment of 11 sewer lift stations in the City of Belmont, 10 sewer and stormwater pump stations in the City of Davis, and provided QA/QC for the design of new water pump stations and storage tank projects in Sacramento County, Placer County, and Sunnyvale. Mike's knowledge of how projects are built, operated, maintained, and constructed will ensure that the initial repair recommendations are clear and supported, and that the subsequent detailed design executes these recommendations in a way that is cost-effective and meets the City's and FEMA's contracting requirements.

Mike's current commitments include managing the Silicon Valley Clean Water Reliability Improvements Project, the East Ridge Lift Station, and providing ESDC for the Buena Vue Water and Water Facilities. We expect that he will average approximately 15 hours per week on this project, which may increase to up to 30 hours per week during peak periods.

Supporting Mike will be a well-qualified team of civil, mechanical, and electrical engineers, and land surveyors. **Eric Jones** will serve as your Project Engineer, and has over 18 years of experience designing improvements similar to those required for this project. His expertise is in designing upgrades and repairs to existing water distribution and sewer collection infrastructure. Together, Eric and Mike have collaborated on dozens of projects, and form a very effective and efficient team.

Thinh Le will serve as our Electrical Engineering lead. Thinh is currently serving as the Project Manager for improvements to the City's Station 15, and is






very familiar with the City’s design preferences and requirements. Think is also currently designing a generator at Station 15 that is similar to what is proposed for Sewer Lift Station 1.

Mike Marandi and **Eric Petrel** will provide QA/QC of all work performed by our team. They each have over 30 years of experience designing facilities just like these. Eric Petrel recently designed over 30 lift stations for the City of Foster City, and is extremely familiar with all aspects of the civil and mechanical design requirements.



Mike Marandi is our Electrical Department lead and provides QA/QC of all aspects of work performed by our electrical engineering staff. Together, they will ensure that our project work is coordinated, that your submittal comments are property incorporated, and that all work is reviewed and of the highest quality when you receive it.

Additionally, the City will provide the topographic surveying required for each utility station.

Project Team Qualifications

NAME / LOCATION / ROLE	BRIEF EXPERIENCE SUMMARY
 <p>CURTIS LAM, PE <i>Principal-in-Charge</i> M.S., Civil and Environmental Engineering, University of California, Berkeley Civil Engineer, California, No. 59049</p>	<p>Curtis Lam has 24 years of experience in the design of recycled water and potable water distribution system infrastructure, wastewater treatment and collection system design, and the master planning of water, wastewater, and recycled water infrastructure. A Principal with HydroScience, Curtis has served as Principal-in-Charge, Project Manager and Project Engineer on a wide range of water, wastewater, and recycled water projects. Relevant project experience includes:</p> <ul style="list-style-type: none"> • Principal-in-Charge, Lift Station Improvements, City of Foster City • Principal-in-Charge, Sanitary Sewer Inspection and Citywide Sewer Rehabilitation Projects, City of Pittsburg • Principal-in-Charge, Bickford Ranch Water Storage Tank, Pump Station, and Transmission Pipeline; Off-Site Sewer Trunk, Bickford Ranch, Placer County
 <p>MIKE JENSEN, PE <i>Project Manager</i> M.S., Civil Engineering, University of Wyoming Civil Engineer, California, No. 44540</p>	<p>As Chief Engineer of HydroScience, Mike has served as Project Manager, QA/QC Reviewer, or Construction Manager on the majority of HydroScience’s infrastructure projects. He has 40 years of experience the design of water and wastewater projects all over the world. Relevant project experience includes:</p> <ul style="list-style-type: none"> • Project Manager, Citywide Lift Station Assessments, City of Belmont • Project Manager, Copeland Pump Station Rehabilitation, City of Petaluma • Project Manager, EID Four Lift Stations Upgrades Project, El Dorado Irrigation District
 <p>ERIC PETREL, PE <i>QA/QC</i> M.S., Civil Engineering (Environmental), San Jose State University Civil Engineer, California, No. 46794</p>	<p>Eric has more than 30 years of experience in the planning, design, analysis, and rehabilitation of sewer collection systems and pump stations. His project experience includes large and small scale sanitary sewer and pump station assessment and rehabilitation projects throughout Northern California, including numerous trenchless pipe installation and rehabilitation projects. Relevant experience includes:</p> <ul style="list-style-type: none"> • QA/QC, Citywide Lift Station Assessments, City of Belmont • QA/QC, Copeland Pump Station Rehabilitation, City of Petaluma • QA/QC, Penn Valley Dual Sewer Force Main and Pump Station, Nevada County Sanitation District No. 1

NAME / LOCATION / ROLE	BRIEF EXPERIENCE SUMMARY
 <p>MIKE MARANDI, PE QA/QC M.S. - Electrical Engineering, Control Systems, Sacramento State University Electrical Engineer, California, Registration No. E14505</p>	<p>Mike has 37 years of experience in engineering and design of electrical, instrumentation and supervisory control and data acquisition (SCADA) systems for municipal water and wastewater facilities. Professional experience includes project/task management, team leadership, field investigation, technical analysis, construction services, specifications, and codes and standards. Relevant experience includes:</p> <ul style="list-style-type: none"> • Lead Engineer, Design QA/QC, San Francisco Public Utility Commission Design Review, San Francisco, California • Electrical Engineer, Citywide Lift Station Assessments, City of Belmont • Task Manager/Team Leader, EID Waterford 7 Lift Station, El Dorado Irrigation District, El Dorado County
 <p>ERIC JONES, PE <i>Project Engineer</i> B.S., Mech. Engineering, University of California, Santa Barbara Civil Engineer, California, No. 68550</p>	<p>Eric is a senior project engineer with 16 years of experience in wastewater and recycled water design, which includes project management and coordination across multiple engineering disciplines. His specific areas of focus have included wastewater treatment design, lift station design, pipeline design, and feasibility studies. Relevant project experience includes:</p> <ul style="list-style-type: none"> • Project Engineer, EID Carson Creek Lift Station, El Dorado Irrigation District • Project Engineer, Citywide Lift Station Assessments, City of Belmont • Project Engineer, EID Carson Creek Lift Station, El Dorado Irrigation District, El Dorado County
 <p>THINH LE, PE <i>Electrical Lead</i> M.S., Electrical Engineering, University of California, Berkeley Civil Engineer, California, No. E18362</p>	<p>Think Le has over 16 years of experience serving as Project Manager and/ or Lead E I&C Engineer on a variety of water, wastewater, and recycled water projects. He has knowledge of ISA, IEEE, NEC, NFPA, and codes applicable to electrical and I&C system design and construction. Relevant experience includes:</p> <ul style="list-style-type: none"> • Electrical Engineer, EID Carson Creek Lift Station, El Dorado Irrigation District • Electrical Engineer, Cordova Hills Special Planning Area, Rancho Cordova • Project Manager, Station 15 Upgrades, City of Santa Rosa
 <p>ANGELA SINGER, PE <i>FEMA Compliance</i> M.S., Environmental Engineering and Science, Stanford University, 2004 Civil Engineer, California, No. 70316</p>	<p>With 14 years of experience, Angela has completed a variety of water, wastewater, and recycled water projects including feasibility studies, master plans, and regulatory compliance. Angela has expertise in permitting, compliance and planning projects throughout the Bay Area. Relevant experience includes:</p> <ul style="list-style-type: none"> • Permitting, Wolfe-Evelyn Water Plant Reconstruction, City of Sunnyvale • Permitting/Regulatory Support, Sewer Trunk Line South of Highland Avenue to Gilroy City of Morgan Hill • Permitting/Regulatory Support, First Street Water Line and Storm Drain Replacement, City of Sunnyvale
 <p>JASON CROWLEY, PE <i>Staff Engineer</i> B.S., Environmental Resources Engineering, Humboldt State Univ. Civil Engineer, California, No. 88975</p>	<p>Jason has served as construction manager and project engineer for a wide range of engineering projects for HydroScience. In particular, he has played key roles in the planning, design, and construction of new civil site design projects and collection system infrastructure projects. Relevant experience includes:</p> <ul style="list-style-type: none"> • Staff Engineer, Annual Pavement Inspection Services, Pacific Gas & Electric (PG&E), Various California Cities • Project Engineer, Westbrook Sanitary Sewer Lift Station, MacKay & Soms, Roseville • Project Engineer, Pardee RV Recreational Area Pavement and Electrical Upgrades, East Bay Municipal Utility District, Amador County

NAME / LOCATION / ROLE	BRIEF EXPERIENCE SUMMARY
 <p>JONATHAN ZOU <i>Staff Engineer</i> B.S., Civil Engineering Rensselaer Polytechnic Institute, Troy, New York</p>	<p>Jonathan has served as project engineer and staff engineer for a wide range of engineering projects for HydroScience. In particular, Jonathan has had key roles in the planning and design of recycled water retrofits, collection system infrastructure projects, and the planning of new water supply and distribution system infrastructure. Relevant experience includes:</p> <ul style="list-style-type: none">• Project Engineer, Bickford Ranch Off-Site Water & Sewer Infrastructure, Bickford Ranch, Placer County• Staff Engineer, Sewer System Rehabilitation Project, City of Foster City/Estero Municipal Utility District• Staff Engineer, Ralston Avenue Sewer Rehabilitation, City of Belmont
 <p>MARK DUDLEY <i>Staff Engineer</i> B.S., Electrical Engineering Technology, LeTourneau University, Longview, TX</p>	<p>Mark has over 23 years of experience in the design of power distribution systems with over 7 years of experience on the electrical and controls design for water and wastewater facilities, including treatment plants and pumping stations. He has also performed construction services including RFI response and submittal reviews. Relevant experience includes:</p> <ul style="list-style-type: none">• Electrical Engineer, Citywide Lift Station Assessments, City of Belmont• Electrical Design & ESDC, County Service Area 11 Water Supply, San Mateo County• Electrical Engineer, EID Four Lift Stations Upgrades, El Dorado Irrigation District

The following table summarizes the project team’s roles on the reference projects that are described in the Reference Projects section starting on page 10.

Reference Projects	Project Team									
	Curtis Lam, PE	Eric Petrel, PE	Mike Marandi, PE	Mike Jensen, PE	Eric Jones, PE	Thinh Le, PE	Angela Singer, PE, LEED AP	Jason Crowley, PE	Jonathan Zou	Mark Dudley
City of Foster City Sanitary Sewer Lift Station Improvements Phase 5	PR	PM								
Placer County Sewer Lift Stations	PM						PE			
City of San Bruno Olympic Pump Station & Force Main				PM	TX					
City of San Bruno Spyglass Pump Station & Force Main				PM	PM					
City of Belmont Citywide Lift Station Assessments	PR	QA	EE	PM	TX					EE
El Dorado Irrigation District Four Lift Stations Upgrades Project			EE	PM		EE				EE
City of Sunnyvale Wolfe-Evelyn and Wright Avenue Water Plant and Pump Station Reconstruction	PM	QA				EE	PG			
PCWA Bickford Ranch Water Storage Tank, Pump Station, & Transmission Pipeline; Off-Site Sewer Trunk	PR PM		EE	QA					PE	
California American Water Lincoln Oaks Distribution System Improvements	PR			QA						

Role Key

- PR Principal-in-Charge
- PM Project Manger
- PE Project Engineer
- LE Lead Electrical
- EE Electrical Engineer
- QA QA/QC Review
- TX Contributing Technical Expert
- DR Drafting
- PG Permitting

Work Plan

In addition to killing 23 people and destroying approximately 5,200 homes and structures, the Tubbs Fire resulted in significant damage to existing City of Santa Rosa (City) infrastructure. Ten potable water utility stations and five sewer lift stations were damaged as a result of the fire. As part of three separate FEMA projects, the City completed a preliminary damage assessment of its facilities. This section talks about all of the utility stations and their associated FEMA projects as part of one project description. The scope and fee are separated into each of the three FEMA designated projects, as requested in the RFP.

The City's damage assessments, developed in partnership with FEMA and CAL OES under a Public Assistance Grant program, revealed that much of the above ground features at each facility had been significantly damaged by the fire. In general, fencing, landscaping, signage, irrigation systems, appurtenances, and coatings for reservoirs were damaged and require repair. Though the facilities are operational, there are significant repairs that are required that can be reimbursed through FEMA. To date, the City has only completed a small amount of these repairs to address critical utility station requirements.

We are expecting to have a kickoff meeting as a first order of business, where we will review the project requirements, receive information relative to each utility station, and discuss the project requirements and objectives. We intend to carefully review all available material to prepare to visit each utility station. Our intent is to maximize the efficiency of the utility station site visits to maximize the time spent by your staff to provide access and discuss the requirements for each station.

During the site visits to each utility station, HydroScience will document all of the required repairs. The intent is to document the "who, what, when, why, and how

Mike Jensen, PE – Project Manager



A project with as many separate utility stations, disciplines, and unique impacts as this one requires a project manager who has seen it all. With his 40 years of experience designing

all types of water, sewer, and utility infrastructure, Mike Jensen is the right person to effectively and efficiently manage this project. Specifically, Mike provides:

- Significant experience designing repairs and/or upgrades to these exact types of utility stations.
- A commitment to client service. You will be able to reach Mike, he will quickly respond to emails, phone calls, and be available to meet as required.
- The availability and dedication to your project. Mike will serve as your project manager and primary point of contact from kickoff through to project completion.

much" for each item requiring repair or replacement. The Damage Description and Dimensions performed by FEMA will form the basis for design scoping.

HydroScience will visit each facility to perform a site inspection in coordination with the City. This site inspection would be performed by our Project Manager and Project Engineer. These individuals have experience in all of the expected aspects of this design, and will collect information to detail and summarize other potentially required activities, including civil, mechanical, paving, irrigation, and site security

requirements. The current condition of each facility will be compared to the original as-built condition shown in documentation provided by the City. The intent for this analysis is that the documentation will be accurate, representative of the required improvements, and will be developed to a level of detail that it can be signed off on by both the City and FEMA prior to initiation of detailed design.

In addition to the site repairs, two sites require special analyses. For Sewer Lift Station 1, the propane powered backup generator was destroyed in the fire. During a fire, the propane refilling third party was not able to refill the propane in the on-site tank. The City would like to change the existing generator and propane tank from one powered by propane to one powered by natural gas. HydroScience is currently designing similar modifications to Station 15 potable water facility. It is expected that a similar backup generator and power source would be utilized for Sewer Lift Station 1. In order to evaluate this change, HydroScience would prepare a benefit-cost analysis to replace the natural gas/propane generator with a diesel generator. This analysis would be performed in accordance with the Benefit Cost Analysis (BCA) for Post-Wildfire Mitigation for Hazard Mitigation Assistance adopted by FEMA in 2016. The BCA toolkit would be utilized by HydroScience to determine if the benefit-cost ratio exceeds 0.75. The BCA toolkit includes pre-calculated benefits to assist in this analysis.

A similar BCA would be performed for the Sharon Park Well. This well was destroyed in the fire. The original well was not a good producing well and was decommissioned. However, the well would have value as a CASGEM monitoring well, which would be effective to monitor groundwater levels in the basin. The cost to modify the well for this modified use may be less and could prove to be more cost effective than full well replacement.

Once the City and FEMA are in concurrence for the facilities to be designed, HydroScience would prepare the contract documents and prepare interim submittals completed to the 40%, 90%, and 100% levels

of completion. Each submittal would be prepared in accordance with City standards, which will incorporate City drafting requirements, title block, layer convention, City CIP supplied specification templates, and City cost estimate spreadsheet templates. Any edits to the City specifications will be made using Word in “track changes” mode.

It is expected that the same individuals who execute the initial repair evaluations will also complete the detailed design and provide engineering services during construction phase. By using the same staff for the facility evaluation, detailed design, and construction phases, our intent is to ensure that the contract documents are constructed per plan, are interpreted as the engineer intended, and to maximize the efficiency of our efforts in supporting the City.

As we stated in our cover letter, no project team staff will be substituted out for the duration of the project. Workloads for these project team members will be managed in a way that will allow them to dedicate the time and effort that is required to execute this project to meet your expectations and to stay on schedule and budget. With the President of HydroScience as your Principal-in-Charge, you have our company commitment that we will meet this obligation and commit this staff to you.

Lastly, all design services would be performed in accordance with City standards for layering, formatting, and conventions. We have and are very familiar with your City standards, and are currently implementing them for the Station 15 project. All project plans, specifications, and the estimate will be provided to you in a format that matches your established standards.

Schedule

We have developed a project schedule based on the scope of work, our project approach, and our expectations on the amount of time that should be allocated to each discrete project element. This assumes that NTP on October 15, 2018.

During the Facility Evaluation project phase, we have proposed a series of all-day field visits to visit each utility station. Our schedule assumes that it will take five full days to evaluate all fifteen utility stations. It is our expectation that these visits would be completed over a two-week period as part of two separate 2-3 day visits.

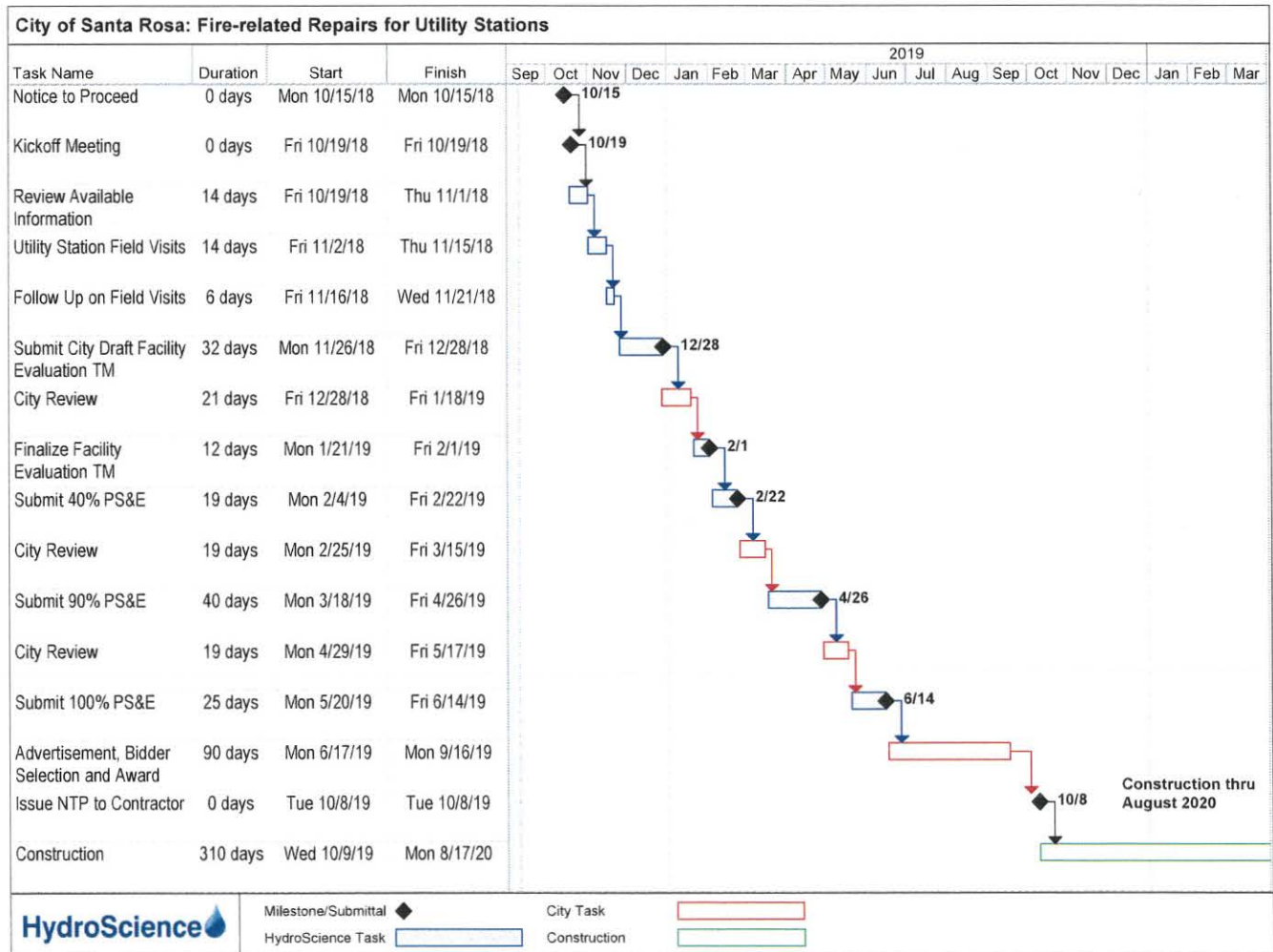
With this project team, HydroScience is committing highly experienced technical staff with the expressed intent of:

- Executing this project with the highest quality
- Executing this project efficiently and anticipating design and construction issues before they arise to maximize project efficiency

- Committing our project team to you to see that this schedule is achieved.
- Using a project team that is experienced, fully understands the project issues, and that will not be changed or substituted for any reason without the City's concurrence.

HydroScience is committing to meeting this specific schedule for project delivery. If the City would like to change this project schedule in any way, we will be happy to discuss options to modify the schedule to meet your project needs during negotiations or after project initiation. A summary of our proposed project schedule, along with a more detailed MS Project schedule is included on the following page.

Proposed Schedule



Scope of Services

This scope of work is based on the work outlined in the Preliminary Damage Assessments included with the RFP. All work will be prepared as one set of contract documents, though the cost proposal has separated costs by the FEMA project number. It is assumed that the same three tasks that are detailed below will apply to all three FEMA projects. To conserve space, common elements of the scope are not repeated. Items unique to one particular FEMA project are referenced and detailed in this scope of work.

Task 1 – Facility Evaluation

HydroScience will initially have a kickoff meeting to discuss the project goals and objectives, project requirements, and to receive any available information that can be shared with HydroScience. Between this meeting and the utility station site visits, HydroScience will carefully review all of the available information to develop a list of questions, items to review, and items to verify. This is intended to make sure that our project team is meticulous in our facility evaluation and maximizes the utilization of City staff time.

HydroScience will visit each utility station to perform a visual inspection of all major components, and collect available data for review and use during the evaluation. HydroScience will schedule visits with the City's Project Manager assuming three facility visits can be completed per day. It is assumed that it will require five full days to complete all visits.

The City's PM will arrange to have City O&M staff accompany HydroScience, provide site access, anecdotal information, answer questions, open access panels, and cycle equipment (if required) during the visits. This information will be needed to help to determine the normal operating condition of each facility and assess the damage subjected by the facility. HydroScience will include our PM and the Project Engineer on each of the visits. It is expected that these visits will include:

- Collecting recent maintenance and repair information, existing facility as-built drawings, existing photographs, and other available information provided by the City. The City will provide this data at the time of the tours.
- Comparing the current condition of the site to the original condition prior to the fire.
- Taking photographs of all facilities and components visually inspected.
- Visually inspecting accessible structures, access ways, equipment, piping, appurtenances, electrical panels, control equipment, irrigation, landscape, site work, fencing, and security features. HydroScience will rely on anecdotal information, maintenance records, and existing photos to glean information on the internal condition of pumps and equipment. No excavation, disassembly, destructive testing, or confined space entry is assumed.
- Noting any hazardous or safety risks observed during the visits.

HydroScience will perform a desktop review and engineering evaluation of all information gathered from the site visits in order to perform consultant recommendations for the station repairs. As the basis for the scope, HydroScience has assumed that the items specified in the Damage Descriptions and Dimensions represent the complete extent of HydroScience's design scope of work.

A cost-benefit analysis will be performed for two items: FEMA Project No. 37303 – replacement of the propane powered generator at Sewer Lift Station 1 with a diesel powered generator, and FEMA Project No. 36373 – replacement of the Sharon Park Well with a CASGEM monitoring well. FEMA standards for costs and benefits will be employed where applicable.

The work associated with Task 1 will be documented in a draft TM. This technical memorandum document all

results of our analysis, and include recommendations for repairs associated with fire related damages. The content and format of the memorandum will be consistent with FEMA requirements. It is expected that one TM will cover all three FEMA Projects, and that the descriptions, costs, and requirements for each FEMA project will be categorized and organized appropriately within the TM. We will clearly identify what work and costs are applicable to each FEMA Project Number to facilitate project tracking and reimbursement.

HydroScience will meet with the City to discuss the draft TM. Comments on the draft TM will be incorporated into a revised TM for submittal to FEMA. HydroScience will be available to either meet or respond to comments from FEMA on the FEMA draft TM. HydroScience will provide a final TM that incorporates all responses from FEMA and forms the basis for subsequent detailed design.

Deliverables

- List of information needs, in advance of the visits.
- Facility visitation schedule, documenting the sites and times coordinated with the City
- Technical memoranda (City draft, and final) – 8 hard copies of FEMA Draft AND Final, PDF of all versions.

Assumption

- It is assumed that improvements will not trigger re-evaluation for code compliance.
- It is assumed that minimal electrical improvements will be required for FEMA Projects 36373 and 36375

Task 2 – Detailed Design

Based on the final TM prepared as part of Task 1, HydroScience will prepare plans, specifications, and the estimate for the repairs at each facility. For the purpose of project scoping, the work specifically detailed in the City's Preliminary Damage Assessments is used as the basis for this scope. It is expected that typical utility stations design requirements will generally include:

- Repairs to damaged fencing, signs, and site lighting.
- Repairs to damaged mechanical plumbing and equipment that was damaged.

- New irrigation backflow preventers, control valves, and drip irrigation lines as specified in the Damage Description and Dimensions for FEMA Project 36373
- Recoating of the interior and exterior of Reservoir 5.
- Replacement of destroyed electrical facilities at the Sharon Park Well to the extent required for a CASGEM well only.
- Generator and propane tank replacement with a diesel generator and tank at Sewer Lift Station 1.

City will provide topographic survey suitable for use as the basis for detailed design for all fifteen sites covering each FEMA project.

Progress submittals will be submitted at the 40% and 90% levels of completion. Final stamped contract documents will be submitted at the 100%/Bid Set level of completion that incorporate all City comments and requirements. Comments provided to HydroScience on progress submittals will be incorporated into the subsequent submittals.

Meetings with the City will occur after the 40% and 90% submittals to review City comments. Additional site meetings to refine and clarify design specific issues may also be required to clarify certain design items. Up to four additional on-site meetings will occur during this phase, in addition to periodic communication by telephone or email.

Deliverables

- 40% PS&E: 8 full size plans, 3 copies of the specification TOC, and electronic copies of the plans (PDF), specification TOC (Word), and engineers estimate (Excel).
- 90% PS&E: 8 full size plans, 3 copies of the 90% front end, special provisions, and technical specifications, and electronic copies of the plans (PDF), specification TOC (Word), and engineers estimate (Excel).
- 100%/Bid Set PS&E: Final stamped and signed mylar project plans (full size), AutoCAD Civil 3D format of plans in City standard format/layers, final technical and front end specifications in Word, stamped and signed technical specifications cover sheet in PDF, itemized bid sheet.

Assumptions

- It is not expected that any right-of-way is required to design the project facilities.
- City will waive any permit fees for plan review or encroachment permits.
- No CEQA or NEPA documentation will be required, as this project is believed to be categorically exempt.
- The work associated with all three FEMA projects and design of repairs to all fifteen utility stations will be completed as part of one set of contract documents.
- The project components do not include any capacity or reliability enhancements, and are generally as described in the City's Preliminary Damage Assessments. The work associated with Task 1 may change these assessments, and the impact of that change will be documented in the Task 1 deliverable.
- Plans submitted to the City will be coordinated internally and be returned to HydroScience with one set of coordinated comments.
- Utility research or mapping is not required, as City as-builts will form the basis for locating utilities.
- Potholing or other field verification of subsurface utility features.
- No significant paving design other than noting where to apply City standard paving details will be required.

Task 3 – Engineering Services during Bidding and Construction Phase

HydroScience will provide engineering services during construction as directed by the City. HydroScience has estimated the number of hours required by the City and included that assumption in the fee. Based on the actual project components that are designed, HydroScience will review this assumption with the City during the design phase in order to confirm that there is adequate budget for HydroScience to provide the services requested by the City. It is expected that these services will include:

- Responding to questions, inquiries, and correspondence from potential bidders.
- Attending the pre-bid meeting for the prospective bidders.
- Preparing Addenda and assisting City in obtaining approval for Addenda.
- Coordinating with the City's construction management team to help resolve field related questions or issues that may arise.
- Responding to RFIs, RFCs, and questions from the City during the construction phase
- HydroScience can provide assistance responding to submittals.
- HydroScience can performing site visits as requested by the City.
- HydroScience can make recommendations to the City for issuing Contract Change Orders in accordance with the Contract Documents.
- HydroScience can assist with preparing project punch lists and participating in the final inspection.
- HydroScience can prepare record drawings depicting the as-built conditions based on the Contractor's submitted redline markups.

Deliverables (all quantities up to negotiated level of effort)

- Pre-bid Meeting Minutes
- Response to bidder inquiries
- Addenda
- Responses to RFIs, RFCs, and contract change orders
- Responses to submittals
- Punch List
- Record Drawings – in electronic and reproducible and permanent hard copy format

Design Services Terms

City of Santa Rosa Design Services Terms for Capital Improvement Projects

Consultant shall:

I. Deliverables

1. Provide technical memo summarizing consultant recommendations for station repairs. Memo shall include results and recommendation from cost-benefit analysis for replacing destroyed generator with a diesel generator at Sewer Lift Station 1 (Stagecoach). Memo shall also include results and recommendations from cost-benefit analysis for replacing Sharon Park Well (W-6) with a CASGEM monitoring well (if required). Memo will be submitted to FEMA for approval.
2. Provide a 40% submittal that includes: 8 sets of project plans on 22" x 34" white bond paper (typical 40%-, 90%-submittals), and 3 copies of the preliminary engineer's estimate created using the City supplied Microsoft (MS) Excel spreadsheet template. The primary scale of the drawings shall be 1 inch = 20 feet unless otherwise approved by the City. Show the plan-view alignment on the topo. Identify utility conflicts (if applicable).
3. Provide a 90% submittal that includes: 8 sets of project plans, 3 copies of 90% Technical Specifications, proposed edits to "front end" general specifications, and 3 copies of updated engineer's estimate. Incorporate all remaining comments into the project plans and technical specifications.
4. 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, 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.

II. Software

1. Prepare project plans using Autodesk AutoCAD Civil 3D 2011 to 2014. 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.

III. Plans

1. Submit project plans that conform to the City's drafting standards manual. Coordinates

shall be based on City's coordinate system.

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%/90%/100%) 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.

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.

.....
***The following options will be included in Consultant's proposal,
as directed by City.***

VI. Environmental (As directed)

1. Assist City with environmental document processing including, but not limited to, meetings, exhibits, studies, and postings. Obtain permits necessary for construction of the project. Any provisions relating to environmental permits, regulations, and mitigation requirements shall be included in the project special provisions.
2. Determine if any permits are required for project construction such as from the Army Corps of Engineers, The California Department of Fish and Game, and the RWQCB. Initiate permit process as soon as possible.

VII. Plan Coordination and Research (As directed)

1. Coordinate with and obtain approval from all affected local agencies and companies, including but not limited to the City Departments of Community Development, Transportation and Public Works, Water, Sonoma County Water Agency, Sonoma County Road Department, California Regional Water Quality Control Board, Pacific Gas and Electric Company, Comcast, and AT&T. Coordination shall include preparation and processing of all correspondences, check prints, forms, applications, permits, diagrams, and any other necessary items as determined by the City Engineer. This coordination shall continue until the project plans are approved by the City. This assistance shall include but not be limited to applying for public funds and supplying check prints of project plans, special provisions, estimates, and right of way plats and descriptions as directed by the City. Copies of all correspondence shall be transmitted to the City.

Task Description	Classification	Principal-in-Charge	Project Manager	QA/QC	Project Engineer	Electrical Lead	FEMA Compliance	Engineering Support	HydroScience Hours	HydroScience Labor Fee	Travel, Repro., and ODCs	Direct Charges Markup @ 10%	Expense Subtotal	Total Fee
		Prin	E-IX	E-IX	E-VI	E-IV	E-VI	E-I						
		Hourly Rate	\$235	\$220	\$210	\$190	\$170	\$190	\$135					
FEMA Project 36373 - Utilities - Potable Water Pump Stations and Reservoirs														
1	Facility Evaluation	2	32	2	54	8	8	48	154	\$27,550	\$1,000	\$100	\$1,100	\$28,650
2	Detailed Design	12	96	6	160	48	4	400	726	\$118,520	\$5,000	\$500	\$5,500	\$124,020
3	Engineering Services During Bidding and Construction Phases	2	60	2	100	4	2	84	254	\$45,490	\$2,000	\$200	\$2,200	\$47,690
Subtotal - FEMA Project 36373		16	188	10	314	60	14	532	1134	\$191,560	\$8,000	\$800	\$8,800	\$200,360
FEMA Project 36375 - Utilities - Sewer Lift Stations														
1	Facility Evaluation	3	20	2	32	8	4	40	109	\$19,125	\$500	\$50	\$550	\$19,675
2	Detailed Design	4	40	8	72	24	2	152	302	\$50,080	\$2,500	\$250	\$2,750	\$52,830
3	Engineering Services During Bidding and Construction Phases	1	12	2	24	8	2	80	129	\$20,395	\$1,000	\$100	\$1,100	\$21,495
Subtotal - FEMA Project 36375		8	72	12	128	40	8	272	540	\$89,600	\$4,000	\$400	\$4,400	\$94,000
FEMA Project 37303 - Utilities - Sewer Lift Station 1														
1	Facility Evaluation	1	12	2	20	16	4	20	75	\$13,275	\$200	\$20	\$220	\$13,495
2	Detailed Design	2	36	4	60	64	2	60	228	\$39,990	\$500	\$50	\$550	\$40,540
3	Engineering Services During Bidding and Construction Phases	1	8	1	12	32	2	32	88	\$14,625	\$200	\$20	\$220	\$14,845
Subtotal - FEMA Project 36373		4	56	7	92	112	8	112	391	\$67,890	\$900	\$90	\$990	\$68,880
Subtotal - Base Services		28	316	29	534	212	30	916	2065	\$349,050	\$12,900	\$1,290	\$14,190	\$363,240
Optional Services														
	Optional Services - Contingency - 10% of Base Services													\$36,324
Overall Total (Base Services and Optional Services)														\$399,564

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.