

**CITY OF SANTA ROSA  
PROFESSIONAL SERVICES AGREEMENT  
WITH BRELJE & RACE CONSULTING ENGINEERS  
AGREEMENT NUMBER \_\_\_\_\_**

This "Agreement" is made as of this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the City of Santa Rosa, a municipal corporation ("City"), and Brelje & Race Consulting Engineers, a California corporation ("Consultant").

**RECITALS**

A. City desires to provide professional engineering services to support replacement of emergency generators and replacement or improvement of all substandard transfer switches at 18 various water pump stations and wastewater lift stations throughout the City of Santa Rosa.

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. Consultant 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 Consultant will provide such services and have reduced such terms to writing.

**AGREEMENT**

**NOW, THEREFORE**, City and Consultant agree as follows:

**1. SCOPE OF SERVICES**

Consultant shall provide to City the services described in Exhibit A ("Scope of Services") proposal dated 01/17/2020 and amended 03/05/2020. Consultant 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 Consultant 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 Consultant 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 Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit B. Consultant 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 Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, 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 Consultant'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 four-hundred, eighty-five thousand, five hundred dollars and no cents (**\$485,500.00**). Consultant 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 **55772 and 70795**.

### **3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS**

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

b. Consultant 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. Consultant 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. Consultant 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 Consultant which are pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

e. Consultant 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. Consultant 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. Consultant 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 Consultant, 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 Consultant 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. Consultant 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 Consultant in exchange for City's agreement to make the payments prescribed hereunder. Failure by Consultant 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 Consultant, 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 Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of City pursuant to Section 6 below, retains or utilizes any subConsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subConsultant has first obtained, and shall maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

b. Consultant 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. Consultant 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**

Consultant 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. Consultant agrees that the City shall have the right to approve any and all subConsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subConsultants.

## **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:

Adam Rausch, PhD  
69 Stony Circle  
Santa Rosa, CA 95401  
(707) 543-3859

Consultant Representative:

David Coleman, P.E.  
475 Aviation Blvd., Suite 120  
Santa Rosa, CA 95403  
(707) 576-1322

## **8. INDEPENDENT CONSULTANT**

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent Consultant and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant'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 Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent Consultant, Consultant 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 Consultant'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 Consultant, in the performance of Consultant'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 Consultant for accomplishing such results. To the extent that Consultant 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 Consultant's sole discretion based on the Consultant's determination that such use will promote Consultant's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the City does not require that Consultant 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 Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. 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 Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subConsultants.

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 Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant 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 Consultant 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 Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant 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 Consultant. Upon such termination, Consultant 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 Consultant 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 Consultant had the Agreement not been terminated or had Consultant completed the services required by this Agreement. Consultant 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 Consultant.

d. City shall have the right to terminate this Agreement for cause upon written notice to Consultant 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 Consultant to perform any obligation under this Agreement, which by its nature Consultant has no capacity to cure;

(ii) The failure by Consultant 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 Consultant cure the failure. If, however, by its nature the failure cannot be cured within ten (10) days, Consultant may have a longer period as is necessary to cure the failure, but this is conditioned upon Consultant's promptly commencing to cure within the ten (10) day period and thereafter diligently completing the cure. Consultant 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 Consultant for the benefit of Consultant's creditors; any voluntary filing, petition, or application by Consultant 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 Consultant's assets; or the attachment, execution or other judicial seizure of all or substantially all of Consultant's assets or of Consultant's interest in this Agreement, unless the appointment or attachment, execution, or seizure is discharged within thirty (30) days; or the involuntary filing against Consultant, or any general partner of Consultant if Consultant is a partnership, or

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

(b) a petition for reorganization or arrangement of Consultant 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 Consultant 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 Consultant, 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 Consultant under this Agreement, (ii) Continue this Agreement without terminating the Agreement, or (iii) Temporarily suspend Consultant's performance hereunder, in whole or in part, and recover from Consultant the aggregate sum of;

(1) any amount necessary to compensate City for all the detriment caused by Consultant'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 Consultant 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 Consultant.

(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 Consultant. However, City must by prior notice first allow Consultant a reasonable opportunity to cure, except in cases of emergency, where City may proceed without prior notice to Consultant. Consultant 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 Consultant'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 Consultant 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 Consultant 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 Consultant 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 Consultant 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. Consultant agrees that, as soon as is practicable, and in any event within ten (10) days after such event, Consultant 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 Consultant

proposes to take with respect thereto. Each subcontract shall include the provisions of this subsection (h) to require each subConsultant of Consultant to provide City notice of any Event of SubConsultant Default in the same manner as required hereunder of Consultant 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. Consultant 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, 2022.**

**14. STANDARD OF PERFORMANCE**

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant 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 Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify City in writing of any changes in Consultant'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 Consultant 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, Consultant 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**

Consultant 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 Consultant's performance of services under this Agreement. Consultant 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 subConsultant, without the written consent of City. Consultant 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:

X  yes  no (check one)

If "yes" is checked by the City, Consultant 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, Consultant 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, Consultant 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. Consultant agrees to protect all City Information and treat it as strictly confidential, and further agrees that Consultant 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, Consultant shall comply with all City policies governing the use of the City network and technology systems. A violation by Consultant of this Section 17 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

## **18. CONSULTANT INFORMATION**

a. City shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant 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. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by City.

b. Consultant 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 Consultant 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 Consultant 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 Consultant of its obligations hereunder, which shall survive any termination or expiration of this Agreement.

c. All proprietary and other information received from Consultant by City, whether received in connection with Consultant'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 Consultant of any request for the disclosure of such information. Consultant 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. Consultant 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 Consultant 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 Consultant of any rights regarding the information designated "trade secret" by Consultant, and such information shall be disclosed by City pursuant to applicable procedures required by the Public Records Act.

## **18. FEDERAL PROVISIONS**

Consultant 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.

## **19. 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. Consultant 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](http://www.dir.ca.gov)) be paid to any employee performing work covered by Labor Code sections 1720 et seq. Consultant shall pay to City when due all business taxes payable by Consultant 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 Consultant.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant 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 Consultant, 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.

## **20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS**

Consultant 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. Consultant 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 Consultant 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.

**CONSULTANT:**

**CITY OF SANTA ROSA**  
a Municipal Corporation

Name of Firm: Brelje & Race Consulting Eng.

By: \_\_\_\_\_

TYPE OF BUSINESS ENTITY (check one):

Print Name: \_\_\_\_\_

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

Title: \_\_\_\_\_

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: 

\_\_\_\_\_  
Office of the City Attorney

Print Name: DAVID Y. COLEMAN

Title: TREASURER

By: 

Print Name: DAVID F. LONG

Title: PRESIDENT

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.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
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. <b>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.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 2 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

**B. Endorsements:**

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

following:

- a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
- b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

**C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

**D. Other Insurance Provisions:**

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

Exhibit A

**Brelje & Race**  
CONSULTING ENGINEERS

March 5, 2020

Adam Rausch, PhD.  
City of Santa Rosa  
Transportation and Public Works Department  
69 Stony Circle  
Santa Rosa, CA 95401

**Subject: Revised Scope and Fee Schedule  
Backup Generators – Water and Wastewater Facilities  
Engineering Design Services under Master Professional Services Agreement  
B&R File No. 4683.00**

Dear Adam:

Brelje & Race Consulting Engineers is pleased to submit this revised scope and fee proposal to provide professional engineering services to support replacement of 18 emergency generators at various water pump stations and wastewater lift stations throughout the City of Santa Rosa.

We have revised the scope and fee schedule in accordance with our March 4, 2020 meeting at your office. Changes include:

1. Making an explicit condition of use of contingency budget – as a footnote on the Fee Schedule
2. Adding the printing of final drawings on mylar media – in Phase/Task 7.02
3. Conditioning the use of proprietary specifications - in Phase/Task 5.02
4. Adding another team member to the BRCE project team and redistribute hours among team members. Anna McKenna has recently joined Brelje & Race as an Engineering Technician. Anna has four years of wastewater facility design experience with her time with a consulting firm in Colorado as well as an internship with the Central Costa Sanitary District. Her current resume is also attached.

We appreciate being considered for providing professional services to the City and look forward to working with you and your staff. Our proposal is valid for 90 days. Please feel free to contact me, at (707) 636-3756 or coleman@brce.com with any questions you might have.

Respectfully yours,

BRELJE & RACE



---

David Y. Coleman, P.E.  
Associate Principal  
enc.

## **SCOPE OF SERVICES**

The work for this project will be approached in a phased as outlined in the City's *Scope of Services (Statement of Work)* included in the Request for Proposals, consistent with the City's *Design Guidelines for Capital Improvement Projects*, attached hereto as **Appendix C**, and as described in the following:

### **Phase 1. Project Management**

- 1.01 Project Management will consist of coordination with City staff, correspondence, subconsultant management, review of project documents for quality control, schedule updates and response to City inquiries.

### **PRELIMINARY DESIGN PHASE**

#### **Phase 2. Records Research & Base Map Preparation**

- 2.01 Review existing records and data including but not limited to geographic information system information, generator sizing documents, as-built improvement plans, maps, and other documents relevant to the limits and scope of this project.
- 2.02 Gather base information from existing design drawings, assessor's parcel maps, reports, and City survey information in order to create a base drawing set. A preliminary plan view layout of each site will be prepared to establish areas of work on each site.

#### **Phase 3. Site Investigations & Project Development**

- 3.01 Conduct field visit to each site to perform mechanical, electrical, and structural evaluations and identify necessary improvements and modifications necessary for installation of new generator sets at each site.
  - a. Discuss lift station and pump station operations at each site with the City as necessary to develop project plans that takes into consideration maintaining operation during construction where necessary.
- 3.02 Determine electrical demands for each site and confirm or provide generator size recommendation for each site.
- 3.03 Determine structural requirement for generator support pads for each site.
- 3.04 Develop list of proposed site modifications for each site.
- 3.05 Develop preliminary site plan for each site.
- 3.06 Prepare engineer's estimate for proposed improvements.
- 3.07 Meet with City to discuss preliminary site layouts, engineer's estimate, and recommended improvements / modifications at each site.

#### **Phase 4. Technical Memorandum**

- 4.01 Prepare technical memorandum summarizing the findings of the background document review, site investigations and the project development.
  - a. Technical memorandum will provide recommendation of proposed generator sizes and a description of the recommended mechanical, structural, and electrical scope items deemed necessary at each site.
- 4.02 Finalize technical memorandum and meet with City to review conclusions of preliminary design phase.

## **CONSTRUCTION DOCUMENTS PREPARATION PHASE**

Please refer to Appendix D for a preliminary list of drawings to further illustrate our proposed scope of services.

### **Phase 5. 75% Design Documents**

- 5.01 Based on results of preliminary design phase, develop 75% design level construction documents that detail generator replacement civil (including demolition), mechanical, structural (including structural calculations), and electrical drawings for each site as well as standard details and general plan sheets.
- 5.02 Provide 75% technical specifications using current City MS Word “boilerplate” template sections. Consult with City staff on use of proprietary specifications.
- 5.03 Prepare opinion of probable construction cost to reflect 75% progress level.
- 5.04 Prepare 75% design memorandum.
- 5.05 Submit 75% design package to City for review and comment, including structural calculations.
- 5.06 Meet with City staff to discuss 75% submittal prior to moving forward with 90% submittal.

### **Phase 6. 90% Design Documents**

- 6.01 Incorporate 75% design review comments from City where applicable.
- 6.02 Prepare progress plans to the 90% progress level that includes detailed civil, mechanical, structural and electrical plans and details for each site as necessary.
- 6.03 Prepare 90% technical specifications.
- 6.04 Provide proposed edits and information to City “front end” general specifications.
- 6.05 Update opinion of probable construction cost.
- 6.06 Submit 90% design package to City for final review and comment.

### **Phase 7. 100% Construction Documents**

- 7.01 Incorporate 90% Design Submittal comments.
- 7.02 Prepare draft final drawings and submit one set of full sized drawings on bond paper. Once approved by City, submit one set of full-size stamped and signed final drawings (mylars) along with specifications and contract documents.
- 7.03 Submit one copy of final quantity calculations and engineer’s construction cost estimate.
- 7.04 Submit all digital files (AutoCAD, MS Word, MS Excel, PDF, etc.) for the project.

## ASSUMPTIONS & LIMITATIONS

1. Topographic data will be collected by the City Survey Department for each site. The City will prepare a base topographic map in AutoCAD .dwg format and provide it to Brelje & Race for use.
2. Preparation of plans, specifications, and estimate will be prepared suitable for bidding the work on all sites under a single set of construction documents.
3. The 75% and 90% submittal phase will include the submittal of eight (8) sets of full sized (22" x 34") Project Plans, three (3) copies of Technical Specifications, and three (3) copies of Engineer's Estimate of Probable Construction Costs.
4. Structural design will be limited to design of concrete slab on grade with shallow spread footings or thickened slab edges and anchorage for the new generators. New slabs will be assumed to be supported on the ground independently of transferring any loading to an existing building or structure that may require additional analysis. Building expansion, roof replacement/modification, wall reinforcement other than for exhaust ventilators are not included. The Brelje & Race consultant team can provide additional structural design services on an as-needed basis if required.
5. CBC minimum soil bearing pressures will be used for structural design of footings since a geotechnical report for each site is not proposed. If needed, a geotechnical report could be provided to determine foundation and seismic design parameters that would be required for alternate foundation systems such as mat or post-tensioned slabs or deep pier or pile foundations with non-grade supported slabs and grade beams as well as liquefaction or slope stability mitigation are not included at this time.
6. City will provide review of Preliminary Design, 75%, 90% and 100% submittals in a 2-3 week time period each.
7. Any and all environmental documentation and permitting, and any other permitting (including BAAQMD permits) required for the project is the responsibility of the City. Brelje & Race can provide assistance in this area upon request and modifications to this agreement can be made once a specific need has been identified.





**SERVICES RATE SCHEDULE  
EFFECTIVE MARCH 1, 2020**

**PROFESSIONAL SERVICES**

Senior Principal.....	\$225.00/hour
Associate Principal.....	210.00/hour
Senior Project Advisor .....	200.00/hour
Associate .....	195.00/hour
Senior Engineer .....	190.00/hour
Engineer.....	170.00/hour
Engineering Technician.....	145.00/hour
Senior Planner.....	175.00/hour
Planner .....	145.00/hour
Senior Surveyor.....	175.00/hour
Surveyor.....	160.00/hour
Survey Technician .....	140.00/hour
CAD Technician Supervisor.....	150.00/hour
CAD Technician.....	140.00/hour
Construction Engineer .....	160.00/hour
Construction Technician 2.....	145.00/hour
Construction Technician 1.....	125.00/hour
Technical Writer .....	110.00/hour

**EXPERT WITNESS & MEDIATION SERVICES** \$500.00/hour

**FIELD SURVEYING**

One-man Party (Including Survey Equipment & Vehicle)	\$195.00/hour
Two-man Party (Including Survey Equipment & Vehicle)	\$252.00/hour
Three-man Party (Including Survey Equipment & Vehicle)	\$320.00/hour

**CLERICAL SERVICES** \$85.00/hour

**OUTSIDE CONSULTANTS** Cost + 10% Handling Charge

**OUTSIDE PLOTTING AND REPRODUCTION** Cost + 10% Handling Charge

**IN-HOUSE PLOTTING**

Vellum or Bond	\$8.00/sheet
Mylar	20.00/sheet

**Note**

Brelje & Race does not charge separately for many of the expenses that are traditionally recouped from the Client as "reimbursable". The hourly rates listed above are inclusive of all expenses for vehicle mileage, surveying materials, incidental copying services and computer hardware, software and other information technology costs.

# **Brelje & Race**

CONSULTING ENGINEERS

January 17, 2020

Tracy Duenas, P.E.  
City of Santa Rosa  
Transportation and Public Works Department  
69 Stony Circle  
Santa Rosa, CA 95401

**Subject: Backup Generators – Water and Wastewater Facilities  
Engineering Design Services under Master Professional Services Agreement  
B&R File No. 4683.00**

Dear Tracy:

Brelje & Race Consulting Engineers is pleased to submit this proposal to provide professional engineering services to support replacement of 18 emergency generators at various water pump stations and wastewater lift stations throughout the City of Santa Rosa.

Brelje & Race proposes to field an experienced team that has a strong track record of partnering with the City and other local municipalities to plan and deliver utilities projects that have wide-ranging considerations and effects. We are pleased that the City recognizes our firm as being innovative, thoughtful and determined to put forth the effort to conceive complete solutions to challenging problems. Our project designs result in construction contracts that proceed smoothly, according to plan and are often completed ahead of their defined completion date.

As you know, this project is more than the main electrical engineering component inherent in the objective – replacing generators and associated electrical equipment. We have ATEEM Electrical Engineering as the anchor of our team and ZFA Structural Engineers for support pad design; however, we also recognize the essential civil components of the project scope that we believe we are well suited to manage and coordinate. We have assembled a core team of Ben Bryant, Sophia Grubb and myself to supply the civil and mechanical design elements, but also will serve to organize and manage the technical as well as administrative aspects of the project. Also, because of our local presence, we can visit and revisit the subject project sites at any point during the project study and design phases to resolve site specific questions as well as meeting with City staff immediately upon recognition of issues to resolve them expeditiously.

Brelje & Race is the oldest, locally owned civil engineering firm in Sonoma County and client satisfaction is our number one priority. We appreciate being considered for providing professional services to the City and look forward to working with you and your staff. Our proposal is valid for 90 days. Please feel free to contact me, at (707) 636-3756 or coleman@brce.com with any questions you might have.

Respectfully yours,

BRELJE & RACE



David Y. Coleman, P.E.  
Associate Principal  
enc.

## INTRODUCTION

Brelje & Race has been providing professional engineering services in the North Bay Area for over 65 years. We take pride as we continue to serve many clients 30 years or more after their original projects were completed.

The staff of Brelje & Race presently includes 22 professional engineers, an environmental planning and permitting specialist, a LEED accredited professional, an EIT- credentialed engineering technician, a supporting group of CAD technicians, construction inspectors, land surveyors, and clerical personnel. The organization is extremely stable — most of the key members of our firm have been with us for over 15 years.

Brelje & Race’s proposal is arranged to reflect the submittal requirements delineated in the Request for Proposals (RFP). Our proposal is outlined as follows:

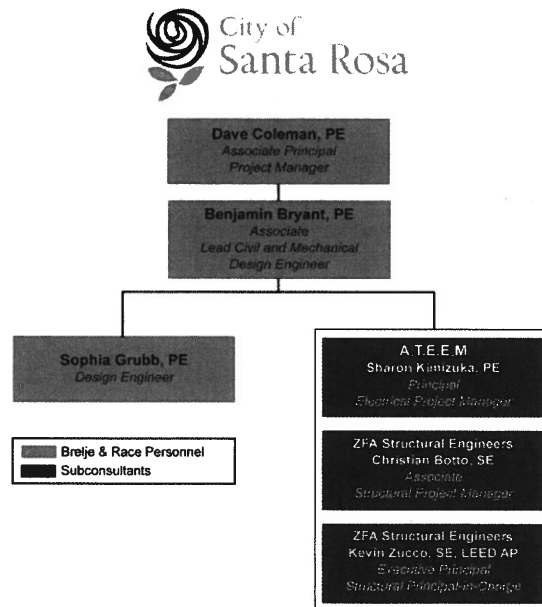
- **Project Team**
- **Team Qualifications and Responsibilities**
- **Work Plan**
- **Reference Projects**
- **Scope of Services**

A cost proposal is provided separately as requested.

The City of Santa Rosa (City) has expressed their desire for complete yet concise proposals. Brelje & Race understands the importance of the City’s request. If more information needs to be provided, we are available to discuss at any time.

## PROJECT TEAM

Our team is structured as follows:



*The Brelje & Race Consulting Engineers office is located on 475 Aviation Boulevard, Santa Rosa, California 95403, in the Airport Business Center.*

## PROJECT TEAM QUALIFICATIONS AND RESPONSIBILITIES

Brelje & Race offers the City expertise and organizational stability. Our proposed team includes David (Dave) Coleman, Benjamin (Ben) Bryant, and Sophia Grubb. These key members provide the experience, expertise, and the effective communications needed to coordinate and complete the project successfully and on time, while keeping the City’s Project Manager fully apprised of progress.

**Dave Coleman** will serve as project manager for Brelje & Race. Dave personally has considerable pump station planning and design experience over his 34 years of experience as a design consultant. **Ben Bryant**, Associate, will be responsible for evaluations of the current status of the designs prior to proceeding with further development of the construction documents and construction cost estimates. Ben and Dave have worked on a large number of projects together, many for the City, including the current Geysers Delta Connection Improvements Project. Ben was the lead design engineer for the recent City S3 Pump Station and Spring Lake Sewage Lift Station Modifications / Upgrades Projects. **Sophia Grubb**, Design Engineer, will provide design assistance as needed to meet schedule expectations.

Joining our team are our subconsultants **Sharon Kimizuka** (A T.E.E.M.) and **Christian Botto** and **Kevin Zucco** from (ZFA Structural Engineers). Brelje & Race has partnered with these subconsultants on various types of projects, including numerous projects for the City.

Our team brings complementary strengths built on years of experience in site evaluation, project planning, design, construction administration, inspection and operations for municipal and private clients. An example of professional experience for each team member is highlighted in the following table. Specific credentials of our individual team members, including licenses and certifications, are detailed in their resumes located in **Appendix A**.

Team Member	Project Role/Relevant Experience
<p><b>Dave Coleman, P.E. *</b> Project Manager CA No. 71902</p>	<ul style="list-style-type: none"> <li>▪ 34 years of experience in the civil engineering field.</li> <li>▪ Emphasis in wastewater facility design, contract administration, quality assurance/control and project start up assistance for both public works projects and private developments.</li> <li>▪ Project Manager and Design Engineer for City of Santa Rosa Brown Farm Pond Drain to Llano Trunk, Alvarado Avenue and Mt. Olive Drive Water and Sewer Improvements, and the Long Drive Sewer Relocation projects.</li> <li>▪ Currently serving as the Project Manager for the City’s West College Pumping Station as well as the Geysers/Delta Connection Improvements.</li> </ul>
<p><b>Benjamin Bryant, P.E.</b> Lead Civil and Mechanical Design Engineer CA No. 79218</p>	<ul style="list-style-type: none"> <li>▪ Associate with over 11 years of experience in the civil engineering field</li> <li>▪ Design experience in a broad range of projects, including hydraulic and hydrologic modeling, water storage and distribution, wastewater collection and treatment, roadways, and land development</li> <li>▪ Resident engineering, construction inspection, and project start up assistance for both public works projects and private developments</li> <li>▪ Experience with the City of Santa Rosa includes:               <ul style="list-style-type: none"> <li>» S3 Pump Station Modifications</li> <li>» Spring Lake Lift Station Improvements and Geotechnical Corrections</li> <li>» Geysers/Delta Connection Improvements</li> <li>» Los Alamos Trunk Sewer Replacement</li> <li>» S6/S9 Pumper Connection</li> <li>» Meadow Lane Pond ‘B’, ‘C’ and ‘D’ Repairs</li> <li>» White Oak Drive Water Main Replacement</li> <li>» Geysers Pipeline Stabilization Pine Flat Road</li> <li>» West College Pond 1 Divider Levee</li> </ul> </li> </ul>

<p><b>Sophia Grubb, P.E.</b> Design Engineer CA No. 87543</p>	<ul style="list-style-type: none"> <li>▪ More than five years of experience in the wastewater and water fields.</li> <li>▪ Experienced with feasibility analysis, sewer capacity studies, hydraulic modeling, pump station and process design, equipment sizing and selection, piping layouts, plans and specifications preparation, cost estimating, and construction phase assistance</li> <li>▪ Projects for the City of Santa Rosa include             <ul style="list-style-type: none"> <li>» West College Pumping Station</li> <li>» Geysers-Delta Connection Improvement</li> <li>» Dotti Farm Recycled Water Main Improvement</li> </ul> </li> </ul>
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1. The individuals proposed for the project have sufficient time in their schedules to allow the needed commitment to this project.
2. \*Dave Coleman, our proposed Project Manager, remains committed to ensuring that the Brelje & Race team represents the City with professionalism and integrity, and always performs as an extension of the City Staff. We have prioritized Dave's availability throughout the project life cycle and he will be dedicating between 5 and 15 hours of his time to this project on a weekly basis. A list of his projects that are anticipated to coincide with this one is attached in **Appendix B**.

## SUBCONSULTANTS

### A T.E.E.M.

Established in 1988, A T.E.E.M. Electrical Engineering specializes in planning, design, and implementation of water and wastewater electrical power distribution, instrumentation, and Supervisory Control and Data Acquisition (SCADA) systems. The A T.E.E.M. has offices located in Sacramento, CA, Reno, NV, and Kona, HI servicing the western United States.

In their 30 years, A T.E.E.M. has worked on over 1600 projects. including design and construction services for sewer lift stations, tank sites, booster pump stations, water wells, filters for wells, water treatment plants, wastewater treatment plants, SCADA systems (designs, implementations and troubleshooting), and pressure reducing stations. A T.E.E.M. is listed with California Department of General Services (DGS) as a Micro-Business and has been certified by Supplier Clearinghouse as a WMBE.

A T.E.E.M.'s staff experience includes hands on familiarity of process, equipment and control systems for the water and wastewater industry. Their unique experience proves invaluable in understanding industry standards for motor control, communications, PLC programming methods, and graphic screen setup. A T.E.E.M.'s engineers are experienced in PLC programming, radio telemetry design and (SCADA) systems.

A T.E.E.M. will be provided electrical design services for the backup generator and transfer switch panels.

### ZFA Structural Engineers

For over 40 years, ZFA Structural Engineers has collaborated with public and private clients to help build high quality communities and facilities throughout California and nationally. With a staff of nearly 70 people, the firm has fully integrated offices in San Francisco, Silicon Valley, Sacramento, Santa Rosa, and Napa, including 24 Structural Engineers and 15 Professional Engineers. The firm is both a Federal licensed and a California State licensed Small Business Enterprise (SBE).

ZFA has decades of experience providing structural design and analysis, facility assessments, evaluations, and feasibility studies for public works projects, including wastewater treatment facilities, city halls, administration, public health, courthouse, corporation yard, and essential services facilities, including emergency operations centers throughout the state. Accustomed to the extra requirements of the California Essential Services Buildings Safety Act of 1986, as well as emergency operations and administration needs, the California Building Code Existing Structures chapter, the International Existing Building Code, California Historic Building Code, and ASCE41. With a strong understanding of the public process, ZFA is a trusted advisor for structural design services for local,

regional, and state civic centers, fire stations, schools, correctional facilities, law enforcement facilities, maintenance facilities, and more.

ZFA will be providing structural engineering services for the backup generator exterior support pads and support pads within CMU block housings.

## WORK PLAN

### PROJECT UNDERSTANDING

The project consists of upgrading backup generators at 10 of the City's 18 Sewer Lift Stations and 8 of the City's 18 Water Pump Stations. Existing propane fueled generators will be replaced with diesel generators and substandard transfer switches will also be replaced or renovated. The table below identifies each pump station site included in the project with site name, address and location of existing emergency generator.

SITE	ADDRESS / LOCATION	EXISTING INSTALLATION
<b>SEWER LIFT STATIONS</b>		
SLS-03	3987 CLEARBROOK CT	EXTERIOR PAD MOUNTED
SLS-04	4021 SKYFARM DR	EXTERIOR PAD MOUNTED
SLS-05	3925 FAWNGLLEN PL	EXTERIOR PAD MOUNTED
SLS-09	601 PIEZZI RD	EXTERIOR PAD MOUNTED
SLS-10	1426 COUNTRY MANOR DR	EXTERIOR PAD MOUNTED
SLS-11	W COLLEGE AVE & FULTON RD	EXTERIOR PAD MOUNTED
SLS-17	8810A OAKMONT DR	EXTERIOR PAD MOUNTED
SLS-18	3975 SHELTER GLEN WAY	EXTERIOR PAD MOUNTED
SLS-19	3710 NEWBURY CT	EXTERIOR PAD MOUNTED
SLS-21	3919 FLINTRIDGE DR	EXTERIOR PAD MOUNTED
<b>WATER PUMP STATIONS</b>		
S-01	280 FOUNTAINGROVE PKWY	INSIDE CMU BLOCK BUILDING
S-04	2260 SONOMA AVE	INSIDE CMU BLOCK BUILDING
S-10	4738 WOODVIEW DR	EXTERIOR PAD MOUNTED
S-13	801 WHITE OAK DR	INSIDE CMU BLOCK BUILDING
S-14	1051 WHITE OAK DR	INSIDE CMU BLOCK BUILDING
S-16	4177 CHANATE RD	INSIDE CMU BLOCK BUILDING
S-17	2750 FOUNTAINGROVE PKWY	INSIDE CMU BLOCK BUILDING
S-18	2195 FOUNTAINGROVE PKWY	INSIDE CMU BLOCK BUILDING

As indicated in the table above, all of the back-up generators for the sewer lift stations are exterior mounted; whereas, all but one of the back-up generators located at the water pump stations are housed in CMU block buildings. Although unique site characteristics will likely be encountered at the various sites, the typical layout characteristics at City sewer lift station and water pump station sites and the City's current preferences for back-up generator installations at these sites are summarized as follows:

#### Sewer Lift Station Generator Replacement Considerations:

- Exterior pad mounted generator sets.
- Generator sets specified with sound attenuated weatherproof enclosures.
- Coordination for removal of existing PG&E gas service.
- Space for locating City Standard Transfer Switch Pedestal.
- Need to upsize for future capacity is limited.
- Small sites where variances from building code setback will likely be necessary.

**Water Pump Station Generator Considerations:**

- Back-up generators are typically housed in a CMU block building.
- Back-up generators should be sized for future improvements already identified in master planning documents that indicate upgrades at the sites will likely be necessary for increasing fire flow.
- Multiple pumps on VFD, or multiple pumps that will likely be running VFD's in the future could cause a harmonics problem with the power generated by the new generator sets and a harmonic power filter system will likely be recommended.
- Removal and installation or replacement of existing louvers will likely be necessary for constructability of replacing existing generator sets housed in CMU block buildings.
- New service with automatic transfer switch may be necessary.
- City Standard Transfer Switch Pedestal will be located inside building (preferred) or outside.

We are uniquely aware of City preferences for both Sewer Lift Station and Water Pump Station upgrades such as:

- Providing PG&E service exterior to the secured lift or pump station site to limit access by non-city personnel.
- Fuel tank sized to provide fuel for a minimum run time of 24 hours at full load utilizing a subbase fuel tank if possible. Fuel tank may be separate above ground mounted tank depending on building constraints.
- Locating City Standard Transfer Switch Pedestals that will interface with existing automatic transfer switch or contained within a new automatic transfer switch. Transfer Switch Pedestals:
  - » Include manual interlock and posi-lock portable generator receptacles to allow portable generator hook-up should the on-site back-up generator fail.
  - » Include a mechanical interlock and posi-lock load bank receptacles that would allow testing the on-site back-up generator with a load bank.
- Proprietary specification for various electrical and mechanical equipment (in accordance with California Public Contract Code Section 3400) for consistency between sites including the following components that will likely be incorporate in this project:
  - » Caterpillar Diesel Standby Generator
  - » ASCO 7000 Series Automatic Transfer Switch
  - » Crouse-Hinds Generator Receptacles
  - » Eaton Aegis Power Line Filters

**APPROACH**

Our team will conduct a two phase approach to most efficiently produce effective planning, design and construction documents to meet the City's objectives. The two phases will be a Preliminary Design Phase and a Construction Documents Phase. The Preliminary Design phase will culminate with a concise project description, scope and cost estimate. The Contract Document Phase will culminate with bid ready documents that have been developed by the consultant team in concert with City of Santa Rosa engineering, operations and maintenance staff input.



Preliminary Design phase will consist of the following evaluation for each site:

- Evaluate electrical demands for each site taking into consideration planned improvements currently envisioned in the City's CIP, water master plan, or sanitary sewer system master plans. Provide confirmation or provided update to recommended generator sizing previously determined by the City.
- Evaluate condition and rating of existing automatic transfer switches.
- Evaluate condition of existing generator pad and ability to re-use for new generator set. Conduit penetrations may dictate the need for pad replacements.
- Evaluate existing CMU buildings to determine if building expansion, louver redesign, remote fuel fill station, roof or ceiling replacement (necessary for adequate clearance and generator set installations), and upsized exhaust ventilators may be needed.
- Determine need for building department setback waiver or revised generator locations.
- Fuel capacity recommendations that will dictate whether a subbase fuel tank can be appropriately sized, or if an exterior ConVault fuel tank is recommended.

Construction Documents phase will sequence design activated and progress submittals that closely follow that prescribed in the City's *Design Guidelines for Capital Improvement Projects*. Most, if not all, of the work necessary to prepare a typical 40% progress submittal will have already been completed and reviewed by the City during the Preliminary Design phase of the Project. This will allow the project to move directly into preparing 75% progress level documents as the first formal construction document package submittal to the City which includes detailed civil, mechanical, structural, and electrical improvements for each site.

Please refer to Appendix D for a preliminary list of drawings to further define our project approach.

#### SCHEDULE

In order for construction to be fully completed (including project closeout) by November 12, 2021, a construction contract should be awarded early in 2021 as this type of project involves equipment procurement with fairly long lead times (primarily generators and electrical control equipment). To accommodate a construction contract duration of over 6 months, the contract should be awarded by late winter 2021 at the latest. The Brelje & Race team proposes to accelerate the design schedule to facilitate the City advertising the project for public bidding by December 2020.

1. The Preliminary Design Phase can be completed within 2 months of a Notice to Proceed from the City.
2. The Construction Documents Phase can be completed within 6 months of the City's acceptance of the Preliminary Design Technical Memorandum.

## SCOPE OF SERVICES

The work for this project will be approached in a phased as outlined in the City's *Scope of Services (Statement of Work)* included in the Request for Proposals, consistent with the City's *Design Guidelines for Capital Improvement Projects*, attached hereto as **Appendix C**, and as described in the following:

### Phase 1. Project Management

- 1.01 Project Management will consist of coordination with City staff, correspondence, subconsultant management, review of project documents for quality control, schedule updates and response to City inquiries.

### PRELIMINARY DESIGN PHASE

#### Phase 2. Records Research & Base Map Preparation

- 2.01 Review existing records and data including but not limited to geographic information system information, generator sizing documents, as-built improvement plans, maps, and other documents relevant to the limits and scope of this project.

#### Preliminary Design Phase

- Task 2 Records Research & Base Map Preparation
- Task 3 Site Investigations & Project Development
- Task 4 Technical Memorandum

- 2.02 Gather base information from existing design drawings, assessor's parcel maps, reports, and City survey information in order to create a base drawing set. A preliminary plan view layout of each site will be prepared to establish areas of work on each site.

#### Phase 3. Site Investigations & Project Development

- 3.01 Conduct field visit to each site to perform mechanical, electrical, and structural evaluations and identify necessary improvements and modifications necessary for installation of new generator sets at each site.
  - a. Discuss lift station and pump station operations at each site with the City as necessary to develop project plans that takes into consideration maintaining operation during construction where necessary.
- 3.02 Determine electrical demands for each site and confirm or provide generator size recommendation for each site.
- 3.03 Determine structural requirement for generator support pads for each site.
- 3.04 Develop list of proposed site modifications for each site.
- 3.05 Develop preliminary site plan for each site.
- 3.06 Prepare engineer's estimate for proposed improvements.
- 3.07 Meet with City to discuss preliminary site layouts, engineer's estimate, and recommended improvements / modifications at each site.

#### Phase 4. Technical Memorandum

- 4.01 Prepare technical memorandum summarizing the findings of the background document review, site investigations and the project development.
  - a. Technical memorandum will provide recommendation of proposed generator sizes and a description of the recommended mechanical, structural, and electrical scope items deemed necessary at each site.
- 4.02 Finalize technical memorandum and meet with City to review conclusions of preliminary design phase.

**CONSTRUCTION DOCUMENTS PREPARATION PHASE**

Please refer to Appendix D for a preliminary list of drawings to further illustrate our proposed scope of services.

**Phase 5. 75% Design Documents**

- 5.01 Based on results of preliminary design phase, develop 75% design level construction documents that detail generator replacement civil (including demolition), mechanical, structural (including structural calculations), and electrical drawings for each site as well as standard details and general plan sheets.
- 5.02 Provide 75% technical specifications using current City MS Word “boilerplate” template sections.
- 5.03 Prepare opinion of probable construction cost to reflect 75% progress level.
- 5.04 Prepare 75% design memorandum.
- 5.05 Submit 75% design package to City for review and comment, including structural calculations.
- 5.06 Meet with City staff to discuss 75% submittal prior to moving forward with 90% submittal.

**Contract Documents Preparation Phase**

- Task 5 75% Design Documents
- Task 6 90% Design Documents
- Task 7 100% Construction Documents

**Phase 6. 90% Design Documents**

- 6.01 Incorporate 75% design review comments from City where applicable.
- 6.02 Prepare progress plans to the 90% progress level that includes detailed civil, mechanical, structural and electrical plans and details for each site as necessary.
- 6.03 Prepare 90% technical specifications.
- 6.04 Provide proposed edits and information to City “front end” general specifications.
- 6.05 Update opinion of probable construction cost.
- 6.06 Submit 90% design package to City for final review and comment.

**Phase 7. 100% Construction Documents**

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

**ASSUMPTIONS & LIMITATIONS**

1. Topographic data will be collected by the City Survey Department for each site. The City will prepare a base topographic map in AutoCAD .dwg format and provide it to Brelje & Race for use.
2. Preparation of plans, specifications, and estimate will be prepared suitable for bidding the work on all sites under a single set of construction documents.
3. The 75% and 90% submittal phase will include the submittal of eight (8) sets of full sized (22" x 34") Project Plans, three (3) copies of Technical Specifications, and three (3) copies of Engineer's Estimate of Probable Construction Costs.
4. Structural design will be limited to design of concrete slab on grade with shallow spread footings or thickened slab edges and anchorage for the new generators. New slabs will be assumed to be supported on the ground independently of transferring any loading to an existing building or structure that may require additional analysis. Building expansion, roof replacement/modification, wall reinforcement other than for exhaust ventilators are not included. The Brelje & Race consultant team can provide additional structural design services on an as-needed basis if required.
5. CBC minimum soil bearing pressures will be used for structural design of footings since a geotechnical report for each site is not proposed. If needed, a geotechnical report could be provided to determine foundation and seismic design parameters that would be required for alternate foundation systems such as mat or post-tensioned slabs or deep pier or pile foundations with non-grade supported slabs and grade beams as well as liquefaction or slope stability mitigation are not included at this time.
6. City will provide review of Preliminary Design, 75%, 90% and 100% submittals in a 2-3 week time period each.
7. Any and all environmental documentation and permitting, and any other permitting (including BAAQMD permits) required for the project is the responsibility of the City. Brelje & Race can provide assistance in this area upon request and modifications to this agreement can be made once a specific need has been identified.

## **APPENDIX C**

### **DESIGN SERVICES TERMS FOR CAPITAL IMPROVEMENT PROJECTS**

Document marked with proposed edits.

Brelje & Race will comply with the City's Design Services Terms as stated herein, with markups in Sections II as applicable to the requisite project.

## **City of Santa Rosa Design Services Terms for Capital Improvement Projects**

Consultant shall:

### ***I. Deliverables***

1. Provide design memo summarizing project information such as environmental concerns, required right of way, water quality impacts, any non-standard conditions, and modification of City's pre-design information.
2. Provide a 75% submittal that includes: 8 sets of project plans, 3 copies of draft Technical Specifications (based on City's MS Word "boilerplate" templates), and 3 updated engineer's estimates. Incorporate 40% review comments in project plans. Send copies of project plans to utility companies for their review.
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 (MS Excel format), and proposed edits to "front end" general specifications. Final project plans shall be on archival quality white mylars (durable, dimensionally stable polyester) that are 22" x 34" and made with archival quality permanent ink that does not smear even if wet. Pencil originals and sticky backs are not acceptable.
5. Provide final approved project plans in electronic AutoCAD format, and all related files in MS Word, MS Excel, and PDF formats as appropriate.
6. Complete Consultant/City evaluations upon completion of project.

### ***II. Software***

2017

1. Prepare project plans using Autodesk AutoCAD Civil 3D 2011 to ~~2016~~. Obtain prior written approval from the City's project manager to use a different product version of AutoCAD. Provide final approved electronic project plans to the City in AutoCAD (\*.dwg) format and all related files on CD or DVD with instructions to the City regarding how to access and use the files and the interrelationships among them. These instructions shall include a list describing what is contained in each drawing (.dwg) file.
2. Prepare most other documents using Microsoft (MS) Word and Excel 2007 or more recent versions.

### ***III. Plans***

1. Submit project plans that conform to the City's drafting standards manual and contain the original unedited topographic and control layers along with the design layers. Coordinates shall be based on City's coordinate system. Consultant shall use the same coordinates provided in the topographic survey and shall not modify any value.

2. Utilize the City established plan, profile, and cover sheet templates in AutoCAD. Each plan and/or profile sheet submitted by Consultant shall include the following:
  - A. Location and coordinates of control points, point number, elevation and description.
  - B. Graphic scale.
  - C. North arrow.
  - D. Mapping showing streets (edge of pavement, face of curb).
  - E. Elevations of all existing features, structures, or utilities.
  - F. Match lines with appropriate sheet numbers.
3. Use City established title blocks and layer convention.
4. Indicate the plan completion percentage (75%/90%) near the project title area of the border on sheet one of the plans.

#### ***IV. Special Provisions/Technical Specifications***

1. Prepare Technical Specifications of the Special Provisions utilizing the City CIP supplied "boilerplate" templates. Modify only as necessary. All changes shall be highlighted by developing the technical specifications with MS Word "track changes" activated, or through a similar process.
2. Review 'front end' general specifications of the special provisions (white pages), Sections 1-9 (to be provided by City), especially Order of Work, Number of Working Days, and Liquidated Damages. Consultant shall propose changes to Sections 1-9 as necessary. However, the changes to Sections 1-9 shall be made by City Staff only.
3. Verify that all items in the engineer's estimate are covered in the special provisions and that it is clear how all work is paid for. List items in the same order and with the same title as on the special provisions. Do not add headers or footers to the technical specifications.
4. Stamp and sign final Technical Specifications cover page (utilizing the City supplied template) and submit to City in PDF format. Provide camera-ready final approved technical specifications in Microsoft Word format to City via email and/or on CD, DVD, or other format designated by City.
5. Include Order of Work or any other process-related provisions, as required.
6. Include any required environmental permits, applicable regulations, and mitigation monitoring requirements in the special provisions.
7. Identify any supplementary reports used for design and indicate they are available for contractor viewing during bidding. Also indicate that such reports are not part of the contract.
8. Include any project specific provisions relating to the public outreach process in the special provisions.
9. Verify that the project plans and special provisions reference the same project name.

**V. Construction Contract Assistance**

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



## APPENDIX D

### PRELIMINARY LIST OF PROJECT PLAN DRAWINGS

Drawing	Description
G1	COVER
G2	NOTE
G3	OVERALL SITE & CONTROL
C1	SLS-03 DEMOLITION PLAN
C2	SLS-03 SITE & MECHANICAL PLAN
C3	SLS-04 DEMOLITION PLAN
C4	SLS-04 SITE & MECHANICAL PLAN
C5	SLS-05 DEMOLITION PLAN
C6	SLS-05 SITE & MECHANICAL PLAN
C7	SLS-09 DEMOLITION PLAN
C8	SLS-09 SITE & MECHANICAL PLAN
C9	SLS-10 DEMOLITION PLAN
C10	SLS-10 SITE & MECHANICAL PLAN
C11	SLS-11 DEMOLITION PLAN
C12	SLS-11 SITE & MECHANICAL PLAN
C13	SLS-17 DEMOLITION PLAN
C14	SLS-17 SITE & MECHANICAL PLAN
C15	SLS-18 DEMOLITION PLAN
C16	SLS-18 SITE & MECHANICAL PLAN
C17	SLS-19 DEMOLITION PLAN
C18	SLS-19 SITE & MECHANICAL PLAN
C19	SLS-21 DEMOLITION PLAN
C20	SLS-21 SITE & MECHANICAL PLAN
C21	S-01 DEMOLITION PLAN
C22	S-01 SITE & MECHANICAL PLAN
C23	S-01 GENERATOR BUILDING SECTIONS & DETAILS
C24	S-04 DEMOLITION PLAN
C25	S-04 SITE & MECHANICAL PLAN
C26	S-04 GENERATOR BUILDING SECTIONS & DETAILS
C27	S-10 DEMOLITION PLAN
C28	S-10 SITE & MECHANICAL PLAN
C29	S-10 GENERATOR BUILDING SECTIONS & DETAILS
C30	S-13 DEMOLITION PLAN
C31	S-13 SITE & MECHANICAL PLAN
C32	S-13 GENERATOR BUILDING SECTIONS & DETAILS
C33	S-14 DEMOLITION PLAN
C34	S-14 SITE & MECHANICAL PLAN
C35	S-14 GENERATOR BUILDING SECTIONS & DETAILS
C36	S-16 DEMOLITION PLAN

Drawing	Description
C37	S-16 SITE & MECHANICAL PLAN
C38	S-16 GENERATOR BUILDING SECTIONS & DETAILS
C39	S-17 DEMOLITION PLAN
C40	S-17 SITE & MECHANICAL PLAN
C41	S-17 GENERATOR BUILDING SECTIONS & DETAILS
C42	S-18 DEMOLITION PLAN
C43	S-18 SITE & MECHANICAL PLAN
C44	S-18 GENERATOR BUILDING SECTIONS & DETAILS
C45	TYPICAL DETAILS
C46	TYPICAL DETAILS 2
S1	STRUCTURAL NOTES & MISCELLANEOUS DETAILS
S2	STRUCTURAL TYPICAL GENERATOR PAD DETAILS
S3	STRUCTURAL TYPICAL DETAILS
E1	ELECTRICAL SYMBOLS & ABBREVIATIONS
E2	SLS-03 EXISTING PEDESTAL & ONE-LINE DIAGRAM
E3	SLS-03 ELECTRICAL OVERALL SITE PLAN
E4	SLS-04 EXISTING PEDESTAL & ONE-LINE DIAGRAM
E5	SLS-04 ELECTRICAL OVERALL SITE PLAN
E6	SLS-05 EXISTING PEDESTAL & ONE-LINE DIAGRAM
E7	SLS-05 ELECTRICAL OVERALL SITE PLAN
E8	SLS-09 EXISTING PEDESTAL & ONE-LINE DIAGRAM
E9	SLS-09 ELECTRICAL OVERALL SITE PLAN
E10	SLS-10 EXISTING PEDESTAL & ONE-LINE DIAGRAM
E11	SLS-10 ELECTRICAL OVERALL SITE PLAN
E12	SLS-11 EXISTING PEDESTAL & ONE-LINE DIAGRAM
E13	SLS-11 ELECTRICAL OVERALL SITE PLAN
E14	SLS-17 EXISTING PEDESTAL & ONE-LINE DIAGRAM
E15	SLS-17 ELECTRICAL OVERALL SITE PLAN
E16	SLS-18 EXISTING PEDESTAL & ONE-LINE DIAGRAM
E17	SLS-18 ELECTRICAL OVERALL SITE PLAN
E18	SLS-19 EXISTING PEDESTAL & ONE-LINE DIAGRAM
E19	SLS-19 ELECTRICAL OVERALL SITE PLAN
E20	SLS-21 EXISTING PEDESTAL & ONE-LINE DIAGRAM
E21	SLS-21 ELECTRICAL OVERALL SITE PLAN
E22	S-01 EXISTING MCC & ONE-LINE DIAGRAM
E23	S-01 ELECTRICAL OVERALL SITE PLAN
E24	S-04 EXISTING MCC & ONE-LINE DIAGRAM
E25	S-04 ELECTRICAL OVERALL SITE PLAN
E26	S-10 EXISTING MCC & ONE-LINE DIAGRAM
E27	S-10 ELECTRICAL OVERALL SITE PLAN
E28	S-13 EXISTING MCC & ONE-LINE DIAGRAM
E29	S-13 ELECTRICAL OVERALL SITE PLAN
E30	S-14 EXISTING MCC & ONE-LINE DIAGRAM

Drawing	Description
E31	S-14 ELECTRICAL OVERALL SITE PLAN
E32	S-16 EXISTING MCC & ONE-LINE DIAGRAM
E33	S-16 ELECTRICAL OVERALL SITE PLAN
E34	S-17 EXISTING MCC & ONE-LINE DIAGRAM
E35	S-17 ELECTRICAL OVERALL SITE PLAN
E36	S-18 EXISTING MCC & ONE-LINE DIAGRAM
E37	S-18 ELECTRICAL OVERALL SITE PLAN
E38	EXAMPLE INTERCONNECT DIAGRAM
E39	TYPICAL ELECTRICAL DETAILS
E40	STANDARD TRANSFER SWITCH PEDESTAL
I1	ELECTRICAL SYMBOLS & ABBREVIATIONS
I2	SLS-03 AUXILIARY SYSTEMS P&ID
I3	SLS-04 AUXILIARY SYSTEMS P&ID
I4	SLS-05 AUXILIARY SYSTEMS P&ID
I5	SLS-09 AUXILIARY SYSTEMS P&ID
I6	SLS-10 AUXILIARY SYSTEMS P&ID
I7	SLS-11 AUXILIARY SYSTEMS P&ID
I8	SLS-17 AUXILIARY SYSTEMS P&ID
I9	SLS-18 AUXILIARY SYSTEMS P&ID
I10	SLS-19 AUXILIARY SYSTEMS P&ID
I11	SLS-21 AUXILIARY SYSTEMS P&ID
I12	S-01 AUXILIARY SYSTEMS P&ID
I13	S-04 AUXILIARY SYSTEMS P&ID
I14	S-10 AUXILIARY SYSTEMS P&ID
I15	S-13 AUXILIARY SYSTEMS P&ID
I16	S-14 AUXILIARY SYSTEMS P&ID
I17	S-16 AUXILIARY SYSTEMS P&ID
I18	S-17 AUXILIARY SYSTEMS P&ID
I19	S-18 AUXILIARY SYSTEMS P&ID



## 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.