

EXHIBIT B

CITY OF SANTA ROSA MASTER PROFESSIONAL SERVICES AGREEMENT WITH _____ AGREEMENT NUMBER _____

This "Agreement" is made as of this ____ day of _____, 2025 by and between the City of Santa Rosa, a municipal corporation ("City"), and _____ [insert business name], [insert type of legal entity] ("Consultant").

RECITALS

A. On _____, City issued a Request for Statements of Qualifications ("RSQ") for the provision of professional services for the City, the general scope of which services are described in the RSQ.

B. Consultant submitted a Statement of Qualifications in response to the City's RSQ and further represents to City that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described in the RSQ and render advice to City in connection with these services.

C. 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

a. Consultant shall provide City with professional services in accordance with the terms and provisions of this Agreement.

b. City has the right, at its sole and absolute discretion, to request a "Proposal" or "Proposals" from Consultant for the performance of project specific services and to issue "Project Work Orders" to Consultant, substantially in the form attached as Exhibit A, for the performance of such services. The City is under no obligation to issue any Project Work Orders under this Agreement and the City will not compensate the Consultant for any work until the City has executed the Project Work Order.

c. The parties agree that Project Work Orders shall incorporate the terms and conditions of this Agreement and that upon execution by the parties, a Project Work Order shall be deemed a separate contract for services. In case of any conflict among the terms and conditions in this Agreement, the Project Work Order, or Consultant's Proposal, the order of precedence and control shall be as follows: (i) the Agreement; (ii) fully executed Project Work Order, with respect to the project to which it

applies; and then (iii) the Proposal.

2. COMPENSATION

a. As compensation for the performance of services rendered pursuant to a Project Work Order, City shall pay Consultant on a cost reimbursement basis at the hourly rate set forth in Consultant's current fee schedule. The City will compensate the Consultant in a total amount not to exceed the amount set forth in the Project Work Order.

Any additional costs that the Consultant incurs in excess of the amount set forth in the Project Work Order are at no cost to the City. Consultant shall submit monthly statements to City, which statements shall itemize the work and services performed to 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. With the exception of invoices for final payments or dormant projects, invoices for less than \$500 will be processed with the following month's invoice.

Each invoice shall identify:

- Exact title of Project Work Order
- Project Work Order number
- Original Project Work Order amount
- Subsequent Project Work Order amendment amount(s)
- Previously billed amount(s)
- Total amount received by Consultant to date for work under the Project Work Order
- Amount remaining allocated but unpaid under the Project Work Order
- Outstanding invoice numbers/amounts
- Percent of the total project completed
- Personnel who have worked on the project
- Number of hours each worked during the period covered by the invoice
- Hourly charges using the same staff and professional classifications as used in the applicable fee schedule for each Project Work Order

b. 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, postage and printing, computer charges, and any and all other costs, expenses and charges of Consultant, its agents and employees. Any reimbursement to the Consultant for expenses is limited to the actual cost, unless a markup is specified and agreed to, in writing, by the City. 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. The City's Chief Financial Officer is authorized to pay all proper

claims from various accounts identified upon the execution and completion of Project Work Orders.

3. DOCUMENTATION; RETENTION OF MATERIALS

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 and shall make such documents and records available to authorized representatives of City for inspection at any reasonable time.

c. Consultant shall maintain the records and any other records related to the performance of each project under this Agreement, and shall allow City access to such records during the performance of this Agreement and for a period of four (4) years following the termination of this Agreement.

4. INDEMNITY

a. Indemnity. 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 any negligent act or omission, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in the performance of services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

b. Insurance Policies; Intellectual Property Claims. 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 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement and all Project Work Orders.

5. INSURANCE

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 subcontractors or subconsultants in the provision of any services to City under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements in Attachment One.

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 subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. MULTI-EMPLOYER WORKSITES

Consultant agrees to identify and comply with all relevant aspects of multi-employer worksite regulations, including awareness of its role as a controlling, exposing, creating, and/or correcting employer. Neither the professional activities of Consultant, nor the presence of Consultant or its employees and subcontractors or subconsultants at a construction/project site, shall impose any additional duty on Consultant, nor relieve general contractors of their obligations, duties, and responsibilities, including but not limited to, construction means, methods, sequence, techniques, or procedures necessary for performing, superintending and coordinating work in accordance with contract documents and any health or safety precautions required by any regulatory agencies. Consultant, and its personnel, have no authority to exercise control over any construction contractor or its employees in connection with safety programs or procedures. City agrees that general contractors are solely responsible for jobsite and worker safety. However, Consultant shall promptly notify general contractors and City if Consultant observes an imminent and flagrant threat to life or safety at a jobsite, consistent with normal standards of professional care specifically applicable to Consultant's employees, subconsultants or subcontractors present at a jobsite.

8. TERM, SUSPENSION, TERMINATION

a. The term of this Agreement shall be for five (5) years, with the possibility of two (2), one (1) year extension, commencing on the date it is made above.

b. City shall have the right at any time to temporarily suspend Consultant's performance under the Project Work Order by giving a written notice of suspension to Consultant. If City gives such notice of suspension, Consultant shall immediately suspend its activities, as specified in such notice.

c. City shall have the right to terminate this Agreement and any specific Project Work Order for convenience at any time by giving written notice of termination to Consultant, as the case may be. A notice of termination, terminating the Agreement shall effect a termination of any and all outstanding Project Work Orders, unless otherwise specified in such notice. A notice of termination with respect to a Project Work Order only shall not effect a termination of this Agreement, nor any other outstanding Project Work Order.

b. Upon any 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, including all outstanding Project Work Orders, or with respect to the terminated Project Work Order only, as the case may be. 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 or Project Work Order not been terminated or had Consultant completed the services required by this Agreement or any Project Work Order. 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.

9. 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:

Consultant Representative:

[Include name of Project
Manager]

[Include name of Project
Manager]

[Include Address, Telephone and
Facsimile Number]

[Include Address, Telephone and
Facsimile Number]

10. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor 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 contractor, 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 subcontractors.

d. The provisions of this Section 10 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.

11. ADDITIONAL SERVICES

Changes to the scope of services shall be by written amendment to this Agreement or Project Work Order, as the case may be, and shall be paid for on the hourly rate basis set forth in the then current and applicable fee schedule, if made part

hereof, or as mutually agreed by Consultant and City prior to the provision of any such additional services.

12. TIME OF PERFORMANCE

Consultant shall not begin work under this Agreement until the full execution and receipt of a written Project Work Order and a notice to proceed from City, but in no event prior to delivering a fully executed agreement and Project Work Order to City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. Consultant shall thereafter work diligently and continuously to provide all the required services and activities described therein. Consultant shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement and all Project Work Orders 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 and all Project Work Orders. Consultant shall notify City in writing of any changes in Consultant's staff assigned to perform the services under any Project Work Order 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 or any Project Work Order, 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.

14. 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 or any Project Work Order. Consultant further covenants that in the performance of this Agreement or any Project Work Order, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, 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 and all Project Work Orders.

15. CONFLICT OF INTEREST REQUIREMENTS

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. In the event that the City determines, in its sole discretion, that Consultant is a "consultant" under the Political Reform Act, Consultant shall cause the following to occur within 30 days after execution of the applicable Project Work Order: (1) Identify the individuals who will provide services or perform work under the Project Work Order as "consultants," and (2) Cause these individuals to file with the City's Representative the "assuming office" statements of economic interests required by the City's Conflict of Interest Code. Thereafter, throughout the term of the Project Work Order, Consultant shall cause these individuals to file with the City Representative 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.

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

A violation by Consultant of this Section 15 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

16. 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 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. 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, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. 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 RSQ or in connection with any Project Work Order, 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 attorney 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. MISCELLANEOUS

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 or any Project Work Order will be binding on a party unless in writing and signed by an authorized representative of that party.

c. 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.

d. Consultant Not Agent: Except as City may specify in writing, Consultant and Consultant's personnel shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant and Consultant's personnel shall have no authority, express or implied, to bind City to any obligations whatsoever.

e. 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 Department of Industrial Relations ("DIR") determinations at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code sections 1720 *et seq.* Consultant shall pay to the City when due all business taxes payable by Consultant under the provisions of Chapter 6-04 of the Santa Rosa City Code. The City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Consultant.

The City will not award Project Work Orders to Consultant for the performance of services that are considered "public works" under Labor Code section 1720 unless Consultant and its subconsultants, if any, are registered with the DIR pursuant to Labor Code section 1725.5. If the services to be performed are subject to the prevailing wage requirements of Labor Code sections 1720, *et seq.*, registration with the DIR will be required.

f. Federally Funded Projects. If work under a Project Work Order is funded in whole or in part by federal funds, Consultant shall comply with the Federal Contracting Provisions attached hereto as Exhibit B. The applicable funding agreement(s) between the City and the federal agency or agencies providing federal funds is incorporated by reference and made part of this Agreement.

f. 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.

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

h. Waiver of Rights. Neither City acceptance of, or payment for, any service performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, 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.

i. 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.

19.AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

Consultant hereby represents and warrants to City that it is (a) a duly organized and validly existing [enter type of entity], formed and in good standing under the laws of the State of [enter state of formation for corporations, LPs and LLCs], (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.

20. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Both City and Consultant agree that this Agreement and future documents relating thereto may be executed and transmitted electronically in accordance with applicable federal and California law. Either Party to this Agreement may revoke its agreement to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories, including signatures delivered by facsimile, pdf, AdobeSign or other City-approved electronic means shall have the same force and effect as original signatures and give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

Consultant:

CITY OF SANTA ROSA,
a Municipal corporation

Name of Firm: _____ By: _____

TYPE OF BUSINESS ENTITY (*check one*):

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

Print
Name: _____

Title: _____

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: _____

Print Name: _____

Office of the City Attorney

Title: _____

ATTEST:

By: _____

Print Name: _____

City Clerk

Title: _____

City of Santa Rosa Business Tax Cert. No.

Attachments:

Attachment One - Insurance Requirements

Exhibit A – Sample Project Work Order

Exhibit B – Sample Federal Contracting Provisions

EXHIBIT A

CITY OF SANTA ROSA TRANSPORTATION AND PUBLIC WORKS PROJECT WORK ORDER NO. _____

This Project Work Order is made as of ____ day of _____, 20____, by and between the City of Santa Rosa, a municipal corporation ("City") and [CONSULTANT'S FULL NAME], a [TYPE OF LEGAL ENTITY AND STATE OF ENTITY FORMATION OR INCORPORATION] ("Consultant").

1. **SCOPE OF SERVICE:** Consultant shall provide to the City the services attached as Exhibit C-1 ("Scope of Services"). **Optional:** Exhibit C-2 is attached for scope clarification. In the event of a discrepancy, the details of Exhibit C-2 shall prevail.

The City will compensate the Consultant in a total amount not to exceed the amount set forth below ("NOT-TO-EXCEED AMOUNT"), in the event the Consultant incurs additional costs in excess of the amount set forth below, these are at no cost to the City.

Changes to the Scope of Services shall be by written amendment to this Project Work Order and shall be paid for on the hourly rate basis set forth in the then current and applicable fee schedule, if made part hereof, or as mutually agreed by Consultant and City prior to the provision of any such additional services.

CHARGE NUMBER FOR PAYMENT: #	%	\$ _____
#	%	\$ _____

NOT-TO-EXCEED AMOUNT FOR THIS PROJECT: \$ _____

2. **TIME FOR PERFORMANCE.** Consultant shall complete all required services and tasks and complete and tender all deliverables to the reasonable satisfaction of the City no later than [COMPLETION DATE]. Consultant shall provide the services described herein [during the period, or in accordance with the schedule, set forth in the Scope of Services].
3. **TERMS AND CONDITIONS:** This Project Work Order is issued and entered into in accordance with the terms and conditions set forth in the "Master Professional Services Agreement with _____, Agreement No. _____," dated _____, 20____, which is hereby incorporated and made part of this Project Work Order. In the event of a discrepancy or conflict between the terms and conditions of the Project Work Order and the Master Agreement, the Master Agreement shall govern.
4. **FEDERALLY FUNDED PROJECTS.** The Project Work Order is funded in whole or in part by federal funds: _____ yes _____ no (check one)

If "yes" is checked, Consultant shall comply with the Federal Contracting Provisions as attached hereto as Exhibit C-3. The applicable funding agreement(s) between the City and the federal agency or agencies providing federal funds is incorporated by reference and made part of this Project Work Order.

PROJECT NAME:

CITY PROJECT MANAGER:

CONSULTANT PROJECT MANAGER:

CITY OF SANTA ROSA,
A Municipal Corporation

By: _____
[Name]
[Title]

Date: _____

[CONSULTANT]

A California corporation (or name other state, or LLC, sole proprietor, etc.)

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____

Date: _____

Attachments: Exhibit C-1 - Consultant's proposal and fee for services for this Project Work Order

Exhibit C-2 - Consultant Services Terms for Capital Improvement Projects (2025)
Exhibit C-3 – Sample Federal Contracting Provisions (2025)

Exhibit B

FEDERAL PROVISIONS

Federally Funded Projects. This Project is funded in whole or in part by federal funds and subject to the following federal requirements under the terms of the funding agreement(s) between City and the federal agency or agencies providing federal funds, which are fully incorporated by this reference and made part of this Agreement. Copies of any funding agreement between City and a funding agency will be made available upon request.

1.1 Equal Opportunity. During the performance of this Agreement, the Consultant agrees as follows:

(A) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action will include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(G) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further federal government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

(H) The Consultant will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (H) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the City or funding agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a Subconsultant or vendor as a result of such direction by the City or funding agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

2.1 Davis-Bacon Act. Consultant must comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) and the requirements of 29 CFR Part 5 as may be applicable, including the provisions in 29 CFR § 5.5(a), which are attached hereto and

incorporated herein by reference. Consultant will pay wages to laborers and mechanics, not less than once a week, and at a rate not less than the current federal prevailing wages specified in the Davis-Bacon Act Wage Determination attached hereto and incorporated herein. By entering into this Agreement, Consultant accepts the attached Wage Determination. Consultant and Subconsultants must insert the requirements in 29 CFR § 5.5(a) in full into subcontracts of any tier. *<The current Davis-Bacon Act Wage Determination, which may be accessed at <https://sam.gov/content/wage-determinations>, must be printed and included with the Agreement. Additionally, the current provisions at 29 CFR § 5.5(a), which may be accessed at <https://www.ecfr.gov/current/title-29/subtitle-A/part-5/subpart-A/section-5.5>, should be printed and included with the Agreement. Refer to the applicable Notice of Funding Opportunity or other program guidance and/or contact the federal funding agency representative for additional information on how to implement this requirement and any other required contract provisions for compliance with the Davis-Bacon Act and related acts and incorporate the federal agency-specific requirements, as appropriate.>*

3.1 Copeland “Anti-Kickback” Act. Consultant will comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement. Consultant and Subconsultants must insert this requirement into subcontracts of any tier. Consultant is responsible for compliance with these requirements by each Subconsultant of any tier.

4.1 Contract Work Hours and Safety Standards Act. In addition to the California state law requirements in Article 9 of the General Conditions, Consultant and each Subconsultant must comply with the requirements of the federal Contract Work Hours and Safety Standards Act (“CWHSSA”), as set forth in 40 U.S.C. §§ 3701-3708, as supplemented by the regulations set forth in 29 CFR Part 5, including 29 CFR § 5.5(b), as may be amended from time to time, which are fully incorporated herein, including:

(A) **Overtime Requirements.** No Consultant or Subconsultant contracting for any part of the Work which may require or involve the employment of laborers or mechanics will 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 40 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 40 hours in such workweek.

(B) **Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in (A), above, the Consultant and any Subconsultant responsible therefor will be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Consultant and Subconsultant will be liable to the United States for liquidated damages. The liquidated damages will be computed with respect to each individual laborer or mechanic, including watchpersons and guards,

employed in violation of the clause set forth in (A) of this Section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by clause set forth in (A) of this Section.

(C) ***Withholding for Unpaid Wages and Liquidated Damages.***

(1) *Withhold Process.* The City may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Consultant so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the Consultant or any Subconsultant for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, any other Federal contract with the same Consultant, or any other federally assisted contract subject to the CWHSSA that is held by the same Consultant (as defined in 29 CFR § 5.2). The necessary funds may be withheld from the Consultant under this Agreement, any other Federal contract with the same Consultant, or any other federally assisted contract that is subject to the CWHSSA and is held by the same Consultant, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Consultant liability for which the funds were withheld.

(2) *Priority to Withheld Funds.* The Department of Labor has priority to funds withheld or to be withheld in accordance with 29 CFR § 5.5(a)(2)(i) or 29 CFR § 5.5(b)(3)(i), or both, over claims to those funds by: (a) a contractor's sureties, including without limitation performance bond sureties and payment bond sureties; (b) a contracting agency for its re-procurement costs; (c) a trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (d) a contractor's assignee(s); (e) a contractor's successor(s); or (f) a claim asserted under the Prompt Payment Act (31 U.S.C. §§ 3901–3907).

(D) ***Subcontracts.*** Consultant and Subconsultants must insert in any subcontracts the clauses set forth in this Section and a clause requiring Subconsultants to include these clauses in any lower tier subcontracts. The Consultant is responsible for compliance by any Subconsultant or lower tier Subconsultant with the clauses set forth in this Section. In the event of any violations of these clauses, the Consultant and any Subconsultant(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier Subconsultants, and associated liquidated damages and may be subject to debarment, as appropriate.

(E) ***Anti-Retaliation.*** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce,

blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (1) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the CWHSSA or its implementing regulations in 29 CFR Part 5;
- (2) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or 29 CFR Part 5;
- (3) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or 29 CFR Part 5; or
- (4) Informing any other person about their rights under CWHSSA or 29 CFR Part 5.

(F) **CWHSSA Required Records.** To the extent that the Agreement is subject only to the CWHSSA and not to any of the other Laws referenced in 29 CFR § 5.1, Consultant and its Subconsultants must maintain regular payrolls and other basic records during the course of the Work and must preserve them for a period of three years after all the Work on the Agreement is completed for all laborers and mechanics, including guards and watchpersons, working on the Agreement. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of Work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. The records must be made available by the Consultant or Subconsultant for inspection, copying, or transcription by authorized representatives of the City and the Department of Labor, and the Consultant or Subconsultant will permit such representatives to interview workers during working hours on the job.

5.1 Rights to Inventions. If the federal funding for this Agreement meets the definition of "funding agreement" under 37 CFR § 401.2(a) and constitutes an agreement between the City and a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency, will apply to this Agreement and are fully incorporated into the Agreement by this reference.

6.1 Clean Air Act. If the Agreement is for an amount in excess of \$150,000, Consultant and each Subconsultant must comply with the requirements of the Clean Air

Act, as amended, (42 U.S.C. §§ 7401-7671q), and all applicable standards, orders, and regulations issued pursuant thereto, which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the City, federal awarding agency, and the applicable Regional Office for the Environmental Protection Agency. Consultant and Subconsultants must insert this requirement into subcontracts of any tier in excess of \$150,000.

7.1 Federal Water Pollution Control Act. If the Agreement is for an amount in excess of \$150,000, Consultant and each Subconsultant must comply with the requirements of the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), and all applicable standards, orders, and regulations issued pursuant thereto, which are fully incorporated into the Agreement by this reference, including requirements for reporting violations to the City, federal awarding agency, and the applicable Regional Office for the Environmental Protection Agency. Consultant and Subconsultants must insert this requirement into subcontracts of any tier in excess of \$150,000.

8.1 Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. Consultant is required to verify that none of its principals, as defined at 2 CFR § 180.995, or its affiliates, as defined at 2 CFR § 180.905, are excluded or disqualified, as defined at 2 CFR §§ 180.935 and 180.940. Consultant must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a provision requiring compliance with these regulations in any subcontract of any tier. If it is later determined that the Consultant did not comply with the applicable subparts, in addition to remedies available to City, the federal government may pursue available remedies, including, but not limited to, suspension and/or debarment. By submitting a bid and entering into this Agreement, Consultant agrees to comply with these requirements.

9.1 Byrd Anti-Lobbying Amendment. If the Agreement is for an amount in excess of \$100,000, Consultant must comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) and file the certification provided at 44 CFR Part 18, Appendix A, and any disclosures, with the City. 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 31 U.S.C. § 1352. Each tier will also disclose any lobbying with non-federal funds that

takes place in connection with obtaining any federal award. Such disclosures will be forwarded from tier to tier up to the recipient who in turn will forward the disclosure(s) to the federal awarding agency.

10.1 Procurement of Recovered Materials. The requirements of § 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 at 42 U.S.C. § 6962, apply to this Agreement and are fully incorporated into the Agreement by this reference. For individual purchases of \$10,000 or more, Consultant will make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired (A) competitively within the Agreement schedule, (B) in conformance with Agreement performance requirements, or (C) at a reasonable price. Information on this requirement, including a list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines website: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11.1 Prohibition on Covered Telecommunications. Federal loan or grant funds must not be obligated or expended to procure or obtain covered telecommunications equipment or services, extend or renew a contract to procure or obtain covered telecommunications equipment or services, or enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services, as further specified in 2 CFR § 200.216, which is fully incorporated into the Agreement by this reference. "Covered telecommunications equipment or services" means any of the following: telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. The term "covered telecommunications equipment or services" also includes systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Consultant will include this provision in all subcontracts or purchase orders in connection with the Work.

12.1 Domestic Preferences for Procurements. The City should, to the greatest extent practicable and consistent with Laws, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, as further specified in 2 CFR § 200.322, which is fully incorporated into the Agreement by this reference, including, but not limited to, iron, aluminum, steel, cement, and other manufactured products, as specified therein. The requirements of 2 CFR § 200.322 must be included in all subcontracts and purchase orders for Work or products under the federal award. *<Consult the federal funding agency representative for additional requirements pertaining to domestic preferences under the Build America, Buy America Act, if applicable, and incorporate the federal agency-specific requirements, as appropriate.>*