

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH ROSSDRULISCUSENBERY ARCHITECTURE, INC.
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 RossDrulisCusenbery Architecture, Inc., a California Corporation ("Contractor").

R E C I T A L S

A. City desires to prepare environmental documents and a preliminary engineering/architectural design for a new fire station, which will replace Fire Station 5, formerly located at 2201 Newgate Court, that was destroyed during the October 2017 Tubbs Fire.

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

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

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

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

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

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of three hundred eighty-six thousand sixty-nine dollars (\$386,069.00). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number 05018.

3. DOCUMENTATION; RETENTION OF MATERIALS; ACCESS TO RECORDS

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

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

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

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

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

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

4. INDEMNITY

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

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

5. INSURANCE

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

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

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

6. ASSIGNMENT

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

7. NOTICES

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

City Representative:

City of Santa Rosa
attn: Cheryl Everson
69 Stony Circle
Santa Rosa, CA 95401
Tel. (707)543-3869
Fax (707)543-4281

Contractor Representative:

RossDrulisCusenbery Architecture, Inc.
attn: Michael Ross
18294 Sonoma Highway
Sonoma, CA 95476
Tel. (707)996-8448 x 110
Fax (707)996-8542

8. INDEPENDENT CONTRACTOR

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

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

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

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

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and

shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

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

11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE

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

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

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

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

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

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

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

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

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

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

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

12. REMEDIES UPON DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

13. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City, not later than October 14, 2021.

14. STANDARD OF PERFORMANCE

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

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

15. CONFLICTS OF INTEREST

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

16. CONFLICT OF INTEREST REQUIREMENTS

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

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

yes no (check one)

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

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

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

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

17. CONFIDENTIALITY OF CITY INFORMATION

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

18. CONTRACTOR INFORMATION

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

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

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

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

pursuant to applicable procedures required by the Public Records Act.

18. FEDERAL PROVISIONS

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

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

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

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

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

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

20. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

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

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

21. COUNTERPARTS AND ELECTRONIC SIGNATURES

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. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Consultant wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission 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 are intended to authenticate such signatures and to 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.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: RossDrulisCusenbery
Architecture, Inc.

TYPE OF BUSINESS ENTITY (*check one*):

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

By: _____

Print
Name: _____

Title: _____

Signatures of Authorized Persons:

By: Michael B. Ross AIA
Michael B. Ross AIA (Sep 29, 2020 16:02 PDT)

Jessica Mullan
Jessica Mullan (Oct 14, 2020 13:43 PDT)

Print Name: Michael B. Ross AIA

Office of the City Attorney

Title: President

ATTEST:

By: Mallory Cusenbery
Mallory Cusenbery (Sep 29, 2020 17:48 PDT)

City Clerk

Print Name: Mallory Cusenbery

Title: Secretary

City of Santa Rosa Business Tax Cert. No.

06525966

Attachments:

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

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

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

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

B. Endorsements:

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

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

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

D. Other Insurance Provisions:

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



Sonoma Fire Department Headquarters & Training Facility (Architects: RossDrulisCusenbery Architecture, Inc.)

4

PROPOSER'S WORK PLAN & SCOPE

WORKPLAN & PROJECT SCOPE

PROJECT UNDERSTANDING

The traumatic October 2017 Tubbs Fire overran portions of the City of Santa Rosa and destroyed many homes and the recently completed Fire Station 5 (FS 5) on Newgate Ct in the hillside Fountain Grove neighborhood. The City is considering replacing FS 5 at a new location lower than the original site. The original site was considered too small and relocating the station to a new site would allow the City to build a larger station and position firefighters closer to current and future high-density housing developments. The proposed site is 1400 Fountain Grove Parkway, in the City of Santa Rosa. 1400 is approximately 2 acres of oak studded grass land located in a neighborhood of single and multi-family housing adjacent to the busy Keysight Technology campus.

Building a New Resilient Fire Station 5

The City desires to design and construct a larger, more resilient new single-story fire station with three drive through apparatus bays at the site. The new project will be constructed to comply with Wildland Urban Interface (WUI) requirements and will be designed to meet or exceed the most current fire safety standards. The new FS 5 will incorporate the latest thinking in fire station design and will be designed as an essential facility, constructed to resist threats by fire and ground shaking caused by earthquake.

“At a time when firefighting personnel are being stretched thin across California, this groundbreaking project will put the City and Chabot College on the forefront of creating our next generation of first responders.”

– Hayward Fire Department & Fire Training Center (RDC Project)



Obtaining Environmental Approvals

Prior to construction of the new station the city needs to preliminarily design the new station, obtain environmental clearances and prepare documentation to support applications for Federal grants. The completed environmental document must satisfy all the requirements as set forth in the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). Meeting NEPA requirements may be necessary for a successful Federal grant application submission.

DETAILED PROJECT APPROACH & SCOPE OF SERVICES

RDC has organized the City of Santa Rosa Fire Station 5 Environmental Services and Preliminary Architecture & Engineering project into the following tasks and deliverables:

TASK 1: PROJECT ORIENTATION, START UP & PROJECT MANAGEMENT

RDC will meet with the City and Fire Department representatives during a Kick Off Meeting to discuss project objectives, roles, information needs, Fire Department staffing, space and functional requirements, site opportunities and constraints, the CEQA and NEPA process, scheduling, meetings, responsibilities and deadlines. The deliverables of the project orientation phase will include but not be limited to:

RDC Deliverables:

- Project Kick off Meeting'
- Introductions
- Project objectives established
- Roles and responsibilities delineated
- Request for City owned pertinent information
- Meetings and deadlines scheduled
- Project Management protocols set

MIG's Task 1 scope of work includes the following tasks and deliverables including MIG's coordination with RDC for contracting, participation in one hour long initial team orientation meeting, developing CEQA/NEPA goals and schedule, and participation in a two-hour project kick-off meeting.

MIG Deliverables:

- Participate in hour long team orientation meeting
- Develop CEQA/NEPA goals and schedule
- Participate in two-hour project kick-off meeting

TASK 2: DATA COLLECTION & REVIEW, TOPOGRAPHIC SURVEY & GEOLOGICAL STUDIES

RDC will research all information pertinent to the project including applicable code requirements, review previously prepared planning documents, utility requirements, City and County General Plan, Storm Water Low Impact Development and other requirements. Additionally, our team will prepare the following specialized studies listed as deliverables for this task:

RDC Deliverables/Activities:

- Review of City and County planning standards and requirements
- Design Level Topographic Survey including topographic, site boundaries, utilities of the entire two-acre site to use as the basis of design
- Flag potential wetland boundaries
- Geological study of the site
- Traffic Study and traffic counts for the site
- Cultural Resources study of the site
- Feasibility evaluation of the site to accommodate the new use

During Task 2, MIG will conduct data gathering and desktop research, prepare a data request for background materials and project information needed for the CEQA/NEPA analysis, and conduct a site visit. Based on this research, MIG will confirm the type of CEQA/NEPA documentation required for the project.

MIG Deliverables:

- **Data Request & Site Visit** - MIG will prepare a data request and visit the site prior to initiating services.



From top to bottom:
San Jose Police Department Public Meeting;
Community Outreach meetings

TASK 3: COMMUNITY OUTREACH & PROJECT COMMUNICATION

RDC and MIG representatives shall attend and document monthly meetings with City staff throughout the project. Attendance at other meetings during the project duration includes the following meeting or facilitation types:

RDC Deliverables:

- Public meetings and hearings
- Community outreach meetings
- Community design workshops
- City Council and Planning Commission Meetings
- Preparation of presentation materials

MIG will attend a number of community outreach and project communication meetings including monthly meetings (assumed to be 11 meetings based on schedule in RFP), two public meetings/community workshops (assumed to be virtual meetings), two Planning Commission/City Council hearings for project approval and CEQA adoption (assumed to in-person meetings).

MIG Deliverables:

- Attend Meetings as described in the RFP

TASK 4: PRELIMINARY ENGINEERING & ARCHITECTURAL DESIGN

Primary Tasks Include:

4.1: Program Verification

Program verification includes the following activities/deliverables:

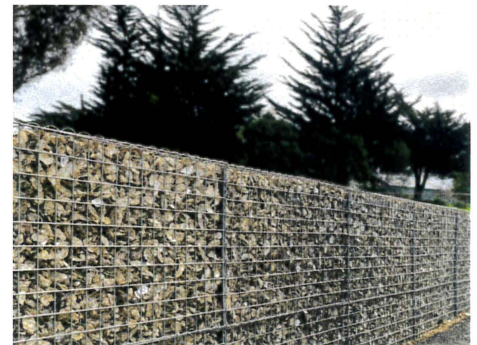
- Meet with City, Fire Chief, Station Captain and other Fire Station No. 5 representatives to discuss project objectives
- Verify FS 5 call volume, workload, staffing, space, and functional requirements.
- Verify fire and EMS apparatus, turn radius and technical vehicle requirements
- Verify fire station technology requirements, including but not limited to: Ringdown systems, vehicle exhaust systems, integrated GPS signal light controls, hazardous material filtration and extractor systems, LED lighting control systems and cascade systems.
- Review record drawings, reports and studies provided by City.
- Review on site fueling station requirements
- Coordinate with City and Fire Department representatives to gather information and comments for the schematic design of a new Fire Station No. 5 which will become the basis of environmental study.
- Organize, facilitate and meet with City and community members interested in the project to obtain community input.
- Conduct community workshops to gather input and respond directly to interested community members
- Confirm the construction budget with the City of Santa Rosa Public Works
- Approved verified program and budget forms basis of design for Task 4.2

4.2: Prepare Conceptual Design Documents for Fire Station 5

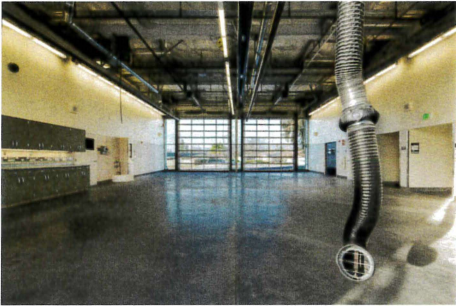
Based on the approved program and budget, the design team will prepare conceptual design documents consisting of drawings, and other documents illustrating the scale and relationship of project components for the Fire Station No. 5 replacement project at 1400 Fountain Grove Parkway, Santa Rosa, CA. Deliverables/activities for this task will include:

RDC Deliverables:

- Conduct code analysis and ADA assessment.
- Coordinate with the City on the design and options available for on-site fuel station, above ground fuel tank system and associated piping and equipment.
- Prepare three design concept options and review with City and Fire Departments.
- Select optimum concept or hybrid thereof for preparation of Preliminary Design Documents for CEQA documentation.
- Coordinate design with City and Fire Department representatives.
- Meet with City and Fire Department representatives



Tomales Fire Station under construction, Tomales, CA
(RossDrulisCusenbery Architecture, Inc.)



Fire Station #24, San Jose CA
(RossDrulisCusenbery Architecture, Inc.)

r. Prepare preliminary design drawings package consisting of the following:

- Site plan showing all improvements including, topography, boundaries, building foot print, building grades, site circulation, bike lanes, utility easements, curbs, gutters, sidewalks, lighting, utilities, drainage and storm water management systems.
- Traffic analysis and apparatus turn radius study
- Cut & Fill analysis
- Building floor plans
- Building elevations
- 3-D renderings and massing studies

ENVIRONMENTAL CONSULTING SERVICES

The following narrative describes the team's work plan for the environmental evaluation process for this project.

ENVIRONMENTAL SERVICES WORK PLAN

MIG shall provide environmental services to obtain environmental clearance / approval for the replacement fire station and to support the City application for Federal grants. The completed environmental document shall satisfy all requirements set forth in CEQA and NEPA. MIG shall take a lead role in securing environmental clearance and determining the appropriate type of environmental documentation needed to meet CEQA and NEPA requirements.

CEQA DOCUMENTATION REQUIREMENTS

CEQA applies to discretionary actions that have the potential to result in a physical change in the environment. Projects subject to CEQA typically have one of three outcomes: preparation of a Notice of Exemption (NOE), an Initial Study (IS) / Mitigated Negative Declaration (MND), or an Environmental Impact Report (EIR). The City, as CEQA lead agency, has the ultimate determination on the appropriate CEQA documentation for a potential project. Regardless of the level of CEQA documentation prepared, MIG will provide the City with thorough, accurate, and objective input and recommendations throughout the CEQA review process so that staff and the City Council may make the best possible informed decision regarding the CEQA review of the proposed project.

Based on our understanding of the project, MIG anticipates an Initial Study and Mitigated Negative Declaration (IS/MND) will be the appropriate level of CEQA analysis for this project.

NEPA DOCUMENTATION REQUIREMENTS

The City's RFP indicates the City will be seeking federal grant funding for construction of the replacement Fire Station #5. Although a specific source of federal grant funding hasn't been identified, a potential grant source is the California's Department of Housing and Community Development (HCD) Disaster Recovery (CDBG-DR) and Mitigation (CDBG-MIT) Infrastructure Programs managed through the U.S. Department of Housing and Urban Development (HUD). Receipt of federal grant funding makes the project subject to the requirements of the National Environmental Policy Act (NEPA) as NEPA applies to projects which are carried out, financed, or approved in whole or in part by federal agencies. As a specific grant has not been obtained a NEPA lead agency has not been identified at this point.

Based on our understanding of the project, MIG anticipates the appropriate level of NEPA analysis would either be Categorical Exclusion (CE) or an Environmental Assessment (EA) and Finding of No Significant Impact (FONSI).

CEQA PLUS DOCUMENT - INITIAL STUDY/MITIGATED NEGATIVE DECLARATION

Because a NEPA lead agency has not been identified at this point to lead the NEPA analysis effort and identify a specific NEPA document, MIG is proposing the preparation of a "CEQA Plus" document which is a CEQA document meeting all CEQA requirements with additional analysis provided to meet NEPA specific requirements. Then, at a later time a federal agency can use the CEQA Plus document to prepare the required NEPA analysis (EA/FONSI or CE).

Should a NEPA lead agency be identified prior to the start of work on the CEQA document, MIG would coordinate with the agency to determine the agency's preferred method of NEPA documentation. Should the federal lead agency request the preparation of an EA/FONSI (or a CE), MIG's budget for the CEQA Plus document would cover the preparation of a separate EA and our stand-alone technical reports would be adequate to support the EA.

The CEQA Plus document will consist of a CEQA Initial Study Checklist with additional chapters addressing consistency with Federal regulations and an analysis of project alternatives. The technical reports prepared for the CEQA analysis will also support the NEPA analysis.

APPROACH TO WORK

MIG will prepare an Initial Study (IS) using the IS Checklist provided in Appendix G of the CEQA Guidelines. The IS will contain a comprehensive project description, complete responses to the IS Checklist questions, and incorporation of Best Management Practices (BMPs) or recommendation of mitigation measures. Two additional chapters will be added to the standard IS Checklist to address NEPA requirements; the chapters will address Conformance with Federal Regulations and Project Alternatives. At this time, we believe that the project's impacts will be focused in a few key resource areas including aesthetics, biological resources, geology/soils, hydrology, and short-term construction impacts, such as noise, air emissions, and construction truck traffic. MIG's CEQA scope of work also includes written response to public comments, and preparation of CEQA notices. We assume the City of Santa Rosa will be the lead agency, the project site does not contain species of special concern that require protocol level surveys.

MIG will rely on existing sources of information to the maximum extent possible and will limit new or additional work to what is necessary to address the specific needs of the project and prepare an adequate CEQA Plus document that fully addresses potential project impacts. We will prepare a comprehensive, thorough analysis of impacts in the public draft document so that the public, City decision makers, and responsible agencies are presented with all relevant factual information and impact analysis according to current CEQA Guidelines.

TASK 5. ENVIRONMENTAL DOCUMENTATION

Task 5.1 Prepare Biological Resources Report and Wetland Delineation

Background Research, Review Project Plans, and Kick-off Meeting: MIG will review the background materials and any available reports on biological resources within the vicinity of the project site to ensure that MIG has compiled the most current information regarding special-status and rare plant and wildlife species with any potential to occur in the vicinity of the project. Citizen science-based platforms eBird and iNaturalist will also be used to determine if there are any verifiable observations of special-status species that could be impacted by the project.

Site Visit: Following the review of existing biological data and regulatory information, MIG biologists will visit the site to document the habitats present and determine whether special-status species may occur on the parcel.

Prepare Biological Resources Report: Following the site visit, we will prepare a report that describes existing biological conditions, including:

- a description of the federal, state and local regulations that pertain to the biological resources at the site;
- a list of special-status species with the potential to occur on the site;
- a list of any potentially sensitive/regulated habitats that occur on the site including areas considered of local ecological importance;
- a narrative regarding potential project impacts on existing biological resources;
- the measures necessary to avoid, minimize, or mitigate impacts under both CEQA & NEPA

The report will adequately address the impacts to biological resources for both CEQA and NEPA review of the project. It will address cumulative effects, short- and long-term effects, and both beneficial and adverse effects. Graphics included with the report will include site/vicinity vegetation communities, and sensitive biological resource maps.

Wetland Delineation: Although the wetlands on site will be identified in general terms during the site visit for the biology report, the NEPA authorization requires a U.S. Army Corps of Engineers (USACE) delineation of jurisdictional area, including waters and wetlands. The delineation will be submitted to the USACE for verification.

The results will be documented in a stand-alone technical report that will be submitted to the USACE for verification, including a site visit, if required.



**Cherryland Fire Station & Future EMS Health Portal
Alameda County, CA**
(RossDrulisCusenbery Architecture, Inc.)

DESIGN AWARDS

*Built Design Award
2018 Citation for Design Excellence
AIA Redwood Empire*

*Unbuilt Design Award
2014 Citation for Design Excellence
AIA Redwood Empire*



*The City of Sonoma Fire Headquarters, Sonoma, CA
(top to bottom) Public Entry, Fire Trucks & Apparatus
Bays, Training Tower
(RossDrulisCusenbery Architecture, Inc.)*

TASK 5.2. CEQA/NEPA DOCUMENTATION- CEQA PLUS IS/MND

Task 5.2.1 Prepare Administrative Draft CEQA Plus IS/MND

MIG will prepare an Initial Study that complies with the requirements of CEQA and provides the necessary analysis for the City to determine if the project may potentially cause, either individually or cumulatively, a significant effect on the environment. The Initial Study will contain a chapter including all required NEPA analysis turning this into a CEQA Plus document.

MIG will prepare a comprehensive Project Description that will be used to evaluate the project's impacts. The Project Description will describe the project location, existing site conditions, proposed actions, all phases of project construction, a description of all project operations, and list the required permits and actions needed to approve the proposed project. The Project Description will be supported with maps and graphics as appropriate.

Based on the Project Description, MIG will evaluate the project according to the Initial Study Checklist questions and required NEPA chapters. Below is the mandated outline for the IS (consistent with Appendix G of the CEQA Guidelines); the required NEPA analysis is presented in bold italicized font on the list below:

- 1.0 Introduction
- 2.0 Project Description
- 3.0 Environmental Setting, Impacts, and Mitigation Measures (IS Checklist)
 - 3.1 Aesthetics
 - 3.2 Agriculture and Forestry Resources
 - 3.3 Air Quality
 - 3.4 Biological Resources/Tree Survey
 - 3.5 Cultural Resources
 - 3.6 Energy
 - 3.7 Geology and Soils
 - 3.8 Greenhouse Gas Emissions
 - 3.9 Hazards and Hazardous Materials
 - 3.10 Hydrology and Water Quality
 - 3.11 Land Use and Planning
 - 3.12 Mineral Resources
 - 3.13 Noise
 - 3.14 Population and Housing
 - 3.15 Public Services
 - 3.16 Recreation
 - 3.17 Transportation
 - 3.18 Tribal Cultural Resources
 - 3.19 Utilities and Service Systems
 - 3.20 Wildfire
 - 3.21 Mandatory Findings of Significance
- 4.0 ***Compliance with Federal Regulations***
- 5.0 ***Alternatives***
- 6.0 Bibliography / Citations
- 7.0 Report Preparation
- 8.0 Appendices

INITIAL STUDY IMPACT ANALYSIS

The IS impact analysis will be conducted according to current CEQA Guidelines and case law as well as current NEPA requirements and will be based on the data request information provided by the project team, relevant policies and regulations, and appropriate Thresholds of Significance. All IS Checklist questions will be answered completely and will contain an environmental setting, regulatory setting, as necessary, and an analysis of both short-term construction impacts and long-term operation impacts. The IS analysis will be supported with maps, figures, and tables of relevant information. Mitigation measures will be recommended as needed to reduce environmental impacts to less than significant levels.

We will base the CEQA/NEPA impact analysis on existing reports provided by the City, preliminary design plans and engineering information provided by the project team, and technical reports prepared for the project (geotechnical report, Phase I report, Traffic Report, Cultural Resource Report and Section 106/State Historic Preservation Officer concurrence letter, and MIG's Biological Resource Report and Wetland Delineation.

Task 5.2.1 Deliverables (Electronic copy only):

- Administrative Draft CEQA Plus IS/MND

Comments and edits on draft deliverables will be consolidated by the City prior to return to MIG. Failure to do so will require MIG to consolidate comments which is considered out of scope and may necessitate additional budget.

Task 5.2.2 Prepare Public Review CEQA Plus IS/MND

Following receipt of comments on the Administrative Draft CEQA Plus IS/MND, MIG will respond to all comments and provide the City with a Screen Check document for final approval before the document is sent out for public review. Once the City approves the Screen Check document, MIG will prepare a Public Draft IS/MND which would be circulated for public review for 30-days. We will also prepare all CEQA notices and the public notice for printing in a local newspaper and provide them to the City. We will submit the document to the State Clearinghouse. Delivery of the Public Review IS/MND to the State Clearinghouse begins the 30-day public review period for the IS/MND. We have allocated time in this task for coordination with City for CEQA notification and distribution of documents. We assume City will file the Notice of Intent (NOI) with the County Clerk's office, and post the notice in the newspaper or post notice on site and distribute the document. We have not included providing print copies of the document in our budget.

Task 5.2.2 Deliverables (Electronic files only):

- Screen Check Draft CEQA Plus IS/MND
- Public Draft IS/MND
- Draft CEQA Notices and Public Newspaper Notice
- Package to State Clearinghouse

Task 5.2.3 Respond to Comments, MMRP, Final Documentation

After the 30-day public review period, MIG will prepare an Administrative Draft Response to Comments / Final IS/MND containing:

- a summary of all comments received during the public comment period (with an alphanumeric ID for each individual comment),
- responses to comments, and
- changes to the Draft IS text or errata as necessary.

The Response to Comments / Final IS/MND will be provided to the City for review and comment. Upon receipt of comments, we will prepare a Screen Check document for approval, and then provide the final document to the City (electronic file only).

Concurrent with the preparation of the Response to Comments, MIG will finalize the MMRP and the Mitigated Negative Declaration and provide a Notice of Determination. The MMRP will compile all BMPs and mitigation measures included in the IS to reduce or avoid significant impacts, and will identify the timing of the measure, the entity responsible for implementing the measure, and the method for verifying implementation of the measure. Upon adoption of the IS/MND and approval of the project the City, the City should file the Notice of Determination with the County Clerk's office to start the 30-day statute of limitations time period for legal challenges.

At this point a NEPA lead agency has not been identified who would lead the NEPA effort concurrently during the CEQA effort. However, we have included limited budget to prepare draft NEPA notices and coordinate with a NEPA lead agency should one be identified during the CEQA process.

Task 5.2.3 Deliverables (Electronic files only):

- Draft and Final Response to Comments document
- Draft and Final MMRP
- Final Mitigated Negative Declaration
- Draft Notice of Determination
- NEPA notices, as relevant

TASK 5. PROJECT MANAGEMENT

The MIG Senior Project Manager will be the point of contact with the City and the RDC project team and will keep all team members apprised of project progress.



LEED PLATINUM

REACH Ashland Youth Center, Ashland CA

This LEED Platinum project is a new youth center and health clinic in Alameda County, CA. It was achieved on a very tight budget, and a restricted urban site. The sustainable design components of the project are featured so as to function as a learning environment for local youth, who were also instrumental in the design of the project itself.

DESIGN AWARDS

Citation 2010 AIA Redwood Empire Design Awards, "Unbuilt" Category
Merit Award 2013 AIA East Bay Design Awards
CCAEA 2014 Award for Best Large County Cap. Project
CCAEA 2014 Grand Award for Overall Best Project

PROJECT SCHEDULE

The team has the ability to meet the following schedule and time durations.

CITY OF SANTA ROSA FIRE STATION # 5 REPLACEMENT PROJECT ENVIRONMENTAL & PRELIMINARY ARCHITECTURE/ENGINEERING SERVICES			
TASK	START DATE	DURATION ^(A) (Weekdays)	END DATE
NOTICE TO PROCEED	10/28/20		
1 – Contract Start-Up and Orientation	10/28/20	5	11/04/20
2 - DATA COLLECTION /REVIEW & SPECIALIZED STUDIES			
2 - Data Collection and Review/Site Visit	11/05/20	20	11/25/20
2.1 Review Topographic Survey Prepared by City	11/05/20	30	12/07/20
2.2 Geotechnical Study	11/05/20	30	12/07/20
2.3 Traffic counts & Traffic Study of proposed plan	11/20/20	60	01/20/21
2.4 Cultural Resources Site Study	11/20/20	90	02/19/21
3 - COMMUNITY OUTREACH & PROJECT COMMUNICATION			
<i>Attend and Document Monthly Meetings with City Staff (11 Meetings)</i>		On Going	
<i>Attend 2 Virtual Public Meetings/Community Workshops</i>		TBD	
4 - PRELIMINARY ENGINEERING & ARCHITECTURAL DESIGN			
4.1 Fire Station Program Verification	11/05/20	7	11/12/20
4.2 Site Planning & Analysis	11/05/20	15	11/20/20
4.2 Civil Engineering Site Plan	11/05/20	30	12/07/20
4.2 Prepare Conceptual Design Options for City Review	11/10/20	30	12/10/20
4.2 Prepare Preliminary Construction Cost estimate for City Review	11/29/20	15	12/14/20
4.2 Selection of Optimum Concept by City	12/15/20	7	12/22/20
4.2 Prepare Progress Engineering & Conceptual Design Documents for City Review	12/22/20	24	01/16/21
4.2 City Review	01/22/21	5	01/27/21
4.2 Finalize Engineering & Conceptual Design Documents for CEQA Documentation	01/26/21	14	02/9/21
5 - ENVIRONMENTAL ASSESSMENT^(B)			
5.1.1 Biological Resource Evaluation	11/06/20	25	12/15/20
<i>City Review of Draft Bio Report^(C)</i>	12/16/20	10	01/07/21
Prepare Final Bio Report	01/08/21	5	01/15/21
5.2. CEQA Plus Document - IS/MND	-	-	-
5.2.1 - Prepare Admin. Draft CEQA Plus IS/MND ^(D)	02/10/21	48	04/16/21
<i>City Review of Admin. Draft CEQA Plus IS/MND</i>	04/19/21	10	05/03/21

5.2.2 Respond to City Comments/Prepare Screen Check IS/MND	05/04/21	10	05/18/21
<i>City Review of Screen Check CEQA Plus IS/MND</i>	05/19/21	2	05/21/21
Prepare Public Review CEQA Plus IS/MND & Transmit to State Clearinghouse	05/24/21	2	05/26/21
<i>Minimum 30-Day Public Review Period</i>	05/27/21	30*	06/29/21
5.2.3 Respond to Comments and Prepare Final CEQA/NEPA Documents, MMRP, Notices, etc.,	06/30/21	10	07/15/21
<i>City Review of Draft Final CEQA/NEPA Document</i>	07/16/21	10	07/30/21
Prepare Final CEQA/NEPA Documents	08/02/21	10	08/16/21
<i>City Review of Final IS/MND</i>	08/17/21	5	08/24/21
<i>10-Day Agency Waiting Period (E)</i>	08/25/21	10*	09/07/21
ATTEND PUBLIC HEARINGS (TASK 3)			
<i>Planning Commission Hearing</i>	09/07/21	1	09/07/21
<i>City Council Hearing</i>	09/13/21	1	09/13/21
<i>File Notice of Determination</i>	09/14/21	1	09/14/21
<i>30-Day Statute of Limitation^(F)</i>	09/15/21	30*	10/14/21

- (A) Task duration is presented in total weekdays, inclusive of holidays, with the exception of certain mandated review periods, which are based on calendar days and denoted with an asterisk (*).
- (B) Task 3 and 4 will occur concurrently.
- (C) RDC & MIG offices are expected to be closed for one week during the end of December 2020. These dates assume a similar one-week holiday closure for City staff.
- (D) These dates assume that: (1) Progress Engineering & Design Documents are complete by 2/9/21; (2) all technical reports are received in a timely manner; and (3) a SHPO concurrence letter on the Section 106 Report is received in a timely manner.
- (E) The 10-day agency waiting period allows those who commented on the CEQA document during the 30-day public review period to receive and review the responses to their comments from the Lead Agency before a public hearing is held.
- (F) The 30-day statute of limitations is governed by the California Code of Civil Procedure, Section 12, which excludes the first day the NOD is posted and includes the last day of posting. Additionally, the statute of limitations period may not end on a Saturday or Sunday.

Notes to Environmental Services Work Schedule

MIG's schedule would start with Contract Start-Up and the kick-off meeting (Task 1). MIG would participate in monthly team meetings and public workshops which will be scheduled once the project has started.

MIG's environmental documentation tasks would begin once the building footprint (and construction area of disturbance is known) with the preparation of the Biological Resource and Wetland Delineation Report. Once the project conceptual design drawings have been approved by the City, MIG will begin preparation of the CEQA Plus IS/MND.

The schedule is based on the dates identified in the RFP with an assumed project start date shortly after the October 27, 2020 City Council meeting.

Tasks		RossDrulisCusenbery Architecture, Inc. Architects				MIG Environmental										Ninyo & Moore Geotech / Hazmat / Environmental								BKF Civil					
Task #	Task Description	Principal-in-Charge	Design Principal	PM	Project Architect	Pandro	Peterson	Dagan	Lau	Gallagher	Gleason	Tuttle	Mohamed	Miller	Ho	Principal	Senior Staff	Staff	Principal	Senior	Project	Staff	Technical Illustrator/CAD Operator	Word Processor	Project Exec	Project Manager	Sr. Project Engineer	Project Engineer	Design Engineer
		Michael B. Ross	Malley S. Cusenbery	Mark A. Zall	Georgy Varga	SR PM	Director-Bio	Director-Air	Deputy PM	Sr. Biologist	Sr. Analyst	Biologist/GIS	Biologist	Analyst	Support	Peter Cooney/Dave Seymour	Kenneth Celino	Jose Colano	Kris Larson	Randy Wheeler	Helen Hld	Luke Swickard	Anni Krenil	Gwen Ramon	Jason Kirchmann	Becky Dover	Erik Bjornstrom	Benjamin Kerstner	Ian Carpenter
		\$252	\$252	\$201	\$184	\$195	\$195	\$195	\$145	\$150	\$140	\$130	\$130	\$95	\$95	\$ 220	\$ 180	\$ 165	\$220	\$210	\$195	\$165	\$120	\$80	\$225	\$204	\$179	\$157	\$137
ENVIRONMENTAL ASSESSMENT		8		16		60	20	11	120	40	46	86	46	90	16	20	10	0	20	30	30	70	12	6	10	14	12	20	36
	Determine Type of Environmental Document Needed and Prepare Environmental Documents	\$2,016	\$0	\$3,216	\$0	\$11,700	\$3,900	\$2,145	\$17,400	\$6,000	\$6,440	\$11,180	\$5,980	\$8,550	\$1,520	\$4,400	\$1,800	\$0	\$4,400	\$6,300	\$5,850	\$11,550	\$1,440	\$480	\$2,250	\$2,856	\$2,148	\$3,140	\$4,932
	Conduct an Environmental Evaluation and Prepare Initial Study Including:																												
	Aesthetics																												
	Agriculture Resources																												
	Air Quality																												
	Biological Resources																												
	Cultural Resources																												
	Geology and Soils																												
	Greenhouse Gases																												
	Hazards and Hazardous Materials																												
	Hydrology and Water Quality																												
	Lands Use and Planning																												
	Mineral Resources																												
	Noise																												
	Population and Housing																												
	Public Services																												
	Recreation																												
	Utilities																												
	Cumulative Impacts																												
	Transportation / Traffic																												
	Environmental Technical Studies																												
	Cultural and Archeological Resources																												
	Geotechnical Impact Report																												
	Traffic Operation and VMT Analysis																												
	Phase I/II Hazardous Waste Assessment																												
	Initial Site Assessment																												
	Flood Plain Study																												
	Visual Analysis																												
	Air Quality																												
	Noise Pollution and Vibration																												
	Biological Resources (including wetlands)																												
	Utility Relocation Impacts																												
	Hydrology																												
	Hydraulics																												
	Clean Water																												
	Coordinate with the City to Comply with AB 52																												
	Prepare Alternate Designs Identifying Improvement Needs																												
	Provide Cost Analysis of Alternative Site Improvements and Recommend a Preferred Alternative																												
	Develop Landscape, Sidewalks, Drainage and Site Grading																												
COST ANALYSIS																									1	1		4	
	Cost Analysis	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$225	\$204	\$0	\$628	\$0
Survey (Design Level Accuracy)																									4	6	4	2	
	Delineate and Flag the Boundaries of Wetland Resource Area Adjacent to the Project in Accordance with the Army Corp of Engineers Guidelines.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$900	\$1,224	\$716	\$314	\$0
Proposal Subtotal (Hours)		152	108	270	260	107	20	11	152	40	48	86	49	108	20	36	26	8	20	30	30	70	12	6	31	43	36	50	84
Proposal Subtotal (Cost)		\$38,304	\$27,216	\$54,270	\$47,840	\$20,865	\$3,900	\$2,145	\$22,040	\$6,000	\$6,720	\$11,180	\$6,370	\$10,260	\$1,900	\$7,920	\$4,680	\$1,320	\$4,400	\$6,300	\$5,850	\$11,550	\$1,440	\$480	\$6,975	\$8,772	\$6,444	\$7,850	\$11,508
Total Hours Per Firm		790				641								238				244											
Total Cost Per Firm		\$167,630				\$91,380								\$43,940				\$41,549											

Other Direct Cost includes reimbursement for Mileage, Printing and Reproduction, and Postage and Delivery

ENVIRONMENTAL SERVICES AND PRELI
 SANTA ROSA PERMANENT FIRE STATION
 Fee Proposal
 September 14, 2020

Tasks		W-Trans Traffic			Tom Origer & Associates Archaeology			Cumming Cost			ODCs			Total	
Task #	Task Description			Associate 3	Admin 2	Principal	Sr. Assoc.	Staff	Director	Senior Cost Cost (Arch)	Senior Cost Cost (MEP)	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee
		Dalene Whitlock	Brian Caspa	Zack Marley		Tom Origer			Nick Mata	TBD	TBD				
		\$305	\$260	\$230	\$145	\$110	\$120	\$95	\$75	\$225	\$190	\$190			
CONTRACT START-UP AND ORIENTATION												46	-	-	-
	<ul style="list-style-type: none"> Initial Orientation Meetings Contract Negotiation & Signing Receive Notice to Proceed Set Project Goals Develop Project Schedule Project Kick-off Meeting 	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-	\$9,378	\$0	\$9,378
PRELIMINARY ENGINEERING AND ARCHITECTURAL DESIGN												645	-	-	-
	<ul style="list-style-type: none"> Prepare Preliminary Engineering and Architectural Design Site Plans Building Elevations Traffic Analysis Intersection Geometries Bicycle Lanes Curb Medians Gutter Sidewalk Drainage Lighting Utilities Retaining Walls Landscape 	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-	\$131,877	\$5,000	\$136,877
DATA COLLECTION AND REVIEW												173	-	-	-
	<ul style="list-style-type: none"> Review of previously published planning documents and studies Review of Santa Rosa General Plan 2035, Storm Water Low Impact Development Technical Design Manual, Citywide Creek Master Plan Background and Santa Rosa Waterways Plan Obtain and Review Geological Report Review Historical and Current Traffic Counts 	\$0	\$0	\$0	\$0	\$3,240	\$1,520	\$750	\$0	\$0	\$0	-	\$26,509		\$26,509
COMMUNITY OUTREACH / PROJECT COMMUNICATION												231	-	-	-
	<ul style="list-style-type: none"> Attend and Document Monthly Meetings with City Staff (11 Meetings) Attend public meetings, hearings, and community workshops regarding Environmental Documents and Engineering Design. Respond to Public's Concerns and Questions Attend City Council or Commission Meetings (2 Meetings) Prepare Presentation Materials and Written Outreach Materials 	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-	\$46,441		\$46,441

Tasks		W-Trans Traffic				Tom Origer & Associates Archaeology			Cumming Cost			ODCs		Total			
Task #	Task Description				Associate 3	Admin 2	Principal	Sr. Assoc.	Staff	Director	Senior Cost Cost (Arch)	Senior Cost Cost (MEP)	Total Hours	Total Labor Costs	Other Direct Costs	Total Fee	
		Delene Whitlock	Brian Canpa	Zack Marley			Tom Origer			Nick Mata	TBD	TBD					
		\$305	\$260	\$230	\$145	\$110	\$120	\$95	\$75	\$225	\$190	\$190					
ENVIRONMENTAL ASSESSMENT																	
	Determine Type of Environmental Document Needed and Prepare Environmental Documents	\$2,440	\$1,300	\$2,070	\$3,770	\$220	\$0	\$0	\$0	\$0	\$0	\$0	-	\$141,393	\$12,000	\$153,393	
	Conduct an Environmental Evaluation and Prepare Initial Study Including:																
	Aesthetics																
	Agriculture Resources																
	Air Quality																
	Biological Resources																
	Cultural Resources																
	Geology and Soils																
	Greenhouse Gases																
	Hazards and Hazardous Materials																
	Hydrology and Water Quality																
	Lands Use and Planning																
	Mineral Resources																
	Noise																
	Population and Housing																
	Public Services																
	Recreation																
	Utilities																
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	Geotechnical Impact Report																
	Traffic Operation and VMT Analysis																
	Phase I/II Hazardous Waste Assessment																
	Initial Site Assessment																
	Flood Plan Study																
	Visual Analysis																
	Air Quality																
	Noise Pollution and Vibration																
	Biological Resources (including wetlands)																
	Utility Relocation Impacts																
	Hydrology																
	Hydraulics																
	Clean Water																
	Coordinate with the City to Comply with AB 52																
	Prepare Alternate Designs Identifying Improvement Needs																
	Provide Cost Analysis of Alternative Site Improvements and Recommend a Preferred Alternative																
	Develop Landscape, Sidewalks, Drainage and Site Grading																
COST ANALYSIS																	
	Cost Analysis	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$900	\$6,840	\$1,520	-	\$10,317		\$10,317	
Survey (Design Level Accuracy)																	
	Delineate and Flag the Boundaries of Wetland Resource Area Adjacent to the Project in Accordance with the Army Corp of Engineers Guidelines.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	-	\$3,154		\$3,154	
Proposal Subtotal (Hours)		8	5	9	26	2	27	16	10	4	36	8	2064	-	-	-	
Proposal Subtotal (Cost)		\$2,440	\$1,300	\$2,070	\$3,770	\$220	\$3,240	\$1,520	\$750	\$900	\$6,840	\$1,520	-	\$369,069	\$17,000	\$386,069	
Total Hours Per Firm		50					53			48							
Total Cost Per Firm		\$9,800					\$5,510			\$9,260							

Other Direct Cost includes reimbursement for Mileage, Printing and Reproduction, and Postage and Delivery

Exhibit C

FEDERAL PROVISIONS

A. Definitions

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

B. Federal Changes

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

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

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

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

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

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

D. Clean Air Act and Federal Water Pollution Control Act

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

Clean Air Act

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

Federal Water Pollution Control Act

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

E. Suspension and Debarment

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

F. Procurement of Recovered Materials

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

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

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

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

I. MISCELLANEOUS PROVISIONS

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

J. Equal Employment Opportunity

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

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in

conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.