

Size: 10 x 40 Description: B-Adult Education Santa Rosa

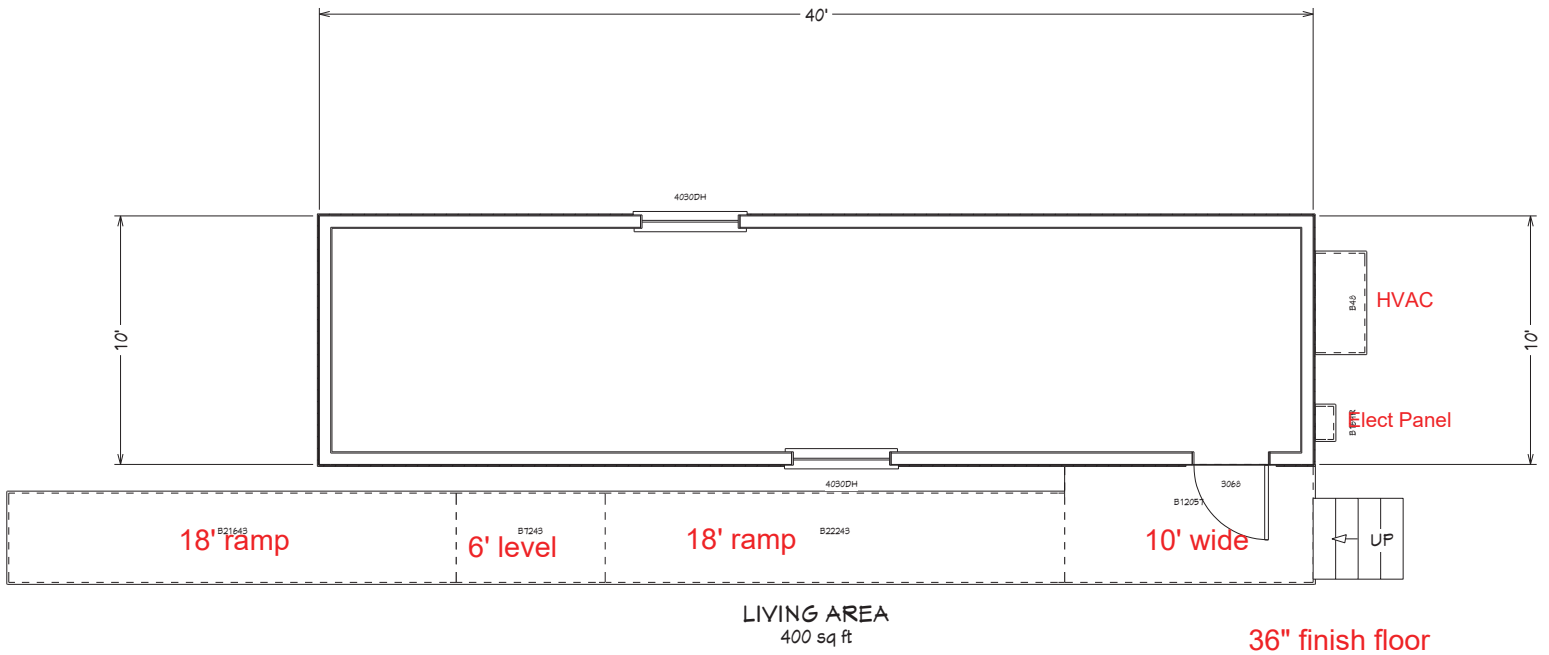
<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
FRAME	OUTRIGGER	Chassis Basement 10' X 40' - 10" X 8.0# I-Beam OR/CM/MC 8'/8'/8'	1
	AXLES	Triple Axle (3 Brake Axles)	1
FLOOR	JOIST	2 X 8 @ 16" O/C 50# Floor load	
	DECKING	3/4" T&G Plywood	
	INSULATION	R-19 Unfaced	
	COVERING	Sheet Vinyl .080 Commercial Thru-out	
	MISC	Bottom Board Mobile-Flex	
EXTERIOR WALL	STUDS	2 X 6 Ext. Wall Framing	
	SHEATHING	7/16" OSB	
	SIDING	26 GA PBR SIDING	
	COVERING	1/2" Vinyl Covered Gypsum 8' Tall (Exterior Wall)	
	INSULATION	R-19 Kraft (Exterior Wall)	
	MISC	3/4"X4'X8' Fire rated plywood- painted white at data rack	1
INTERIOR WALL	STUDS	None Provided	
COVE BASE	COVE BASE	Wall Base Vinyl 4" Thru-out	
ROOF	JOIST	2 X 10 - 16" O/C 20# single slope 1/4" in 12"	
	INSULATION	R-30 Unfaced (W/ Support Netting)	
	DECKING	1/2" Wood Decking (Roof)	
	DECKING	1/2" Drywall	

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<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
ROOF	COVERING	EPDM .045 - White - (Single Wide)	
	CEILING	2 X 4 - T-Grid - Mineral Fiber #769A 7'-10" ceiling height	
WINDOW	WINDOW 4030 - VINYL	4030 - H/S - Dual Glazed - Vinyl Frame - Clear Low E	2
EXTERIOR DOOR	DOOR	36X80 - 18ga Door - W/ Tell Jamb	1
	LOCKSET	Deadbolt - Grade 2 - Single Cylinder	1
	LOCKSET	Passage - Lockset - Grade 2 (Ext)	1
	HARDWARE	Closer - Tell 700 Series	1
ELECTRICAL	PANEL	Panelboard 200A Nema 3R Exterior Mount	1
	RACEWAY	Flex W/ Ground	4
	LIGHT	Troffer 2 X 4 - LED - 4000 To 6000 Lumen	1
	EXTERIOR LIGHTS	Exterior 08W LED Porch Light With Photocell	1
	SWITCH	Occupancy Sensor Ceiling Mount (Single Relay)	1
	SWITCH	Switch Dimmer - Single/3-Way	1
	RECEPTACLE	20A - WR GFCI Protected W/ While In Use Cover	36
	RECEPTACLE	20A - Duplex	4
	RECEPTACLE	20A - Duplex - Dedicated	2
	PHONE/DATA	4X4 J-Box W/ Mud Ring & 3/4" Conduit At ceiling	22
	PHONE/DATA	4X4 J-Box W/ Mud Ring & 3/4" Conduit, Wiring completed on site	1
	PHONE/DATA	6X6 Nema 3R Entrance Box	
PLUMBING	PIPE	None Provided	

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<u>COMPONENT</u>	<u>SUB-COMPONENT</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>
HVAC	H/P - WALL MOUNT	2.0-Ton - 04-KW Heat Strip - 1P - Bard, Marvair or Equal w/pgm t-stat	1
	DUCT	Fiberglass / Flex - Supply Air Duct	
	GRILLS	R/A Grille - 30 X 16 - Stamped Face @ A/C	1
FURNISHINGS	CABINETS	None Provided	
STATES	STATE APP	CA Approvals	
MISC		Posi Lock Male Panel	
		36' Metal Ramp and Step Attachment	



CITY OF SANTA ROSA FOUNDATION REQUIREMENTS

Per the bid documents, below are the foundation requirement options for the 10x40 modular building. Note an engineered stamped foundation plan will be provided after the project is awarded.

1. 6" of compacted AB can be placed in lieu of a concrete foundation. It is suggested that the building pad extend 12" past the perimeter of the building.
2. If a concrete pad is desired, a 6" thick pad with woven wire mesh can be used. Again, it is suggested that the pad extend 12" past the perimeter of the building.

ADDITIONAL NOTES:

1. The building will be driven into place by either a truck or forklift. A crane will not be used.
2. Landscape damage repair is not included in the pricing.
3. Tree trimming will be by others.
4. Ramp will extend well past the building. Running gear can be removed to shorten the ramp, but it will still extend past the modular.
5. PBR Siding is being provided since a spec was not provided.
6. Seismic anchors type and quantity based on final foundation design.
7. Final electrical and teleco layout to be determined during shop drawing submittal.

Addendum to IFB 25-50:

1) Mobile Modular

- Mobile Modular is missing the HVAC being a wall unit instead of fully ducted and no siding color confirmation.
 - Page 3 of our specs states wall mount Heat Pump. The specs say to match the color of the UFO building. It seemed redundant to note that in our proposal. We proposed to use PBR siding since there was no specification given when requested during the first bid for the current product on the UFO building. The product can/will be a gray galvanized color and a submittal can be provided after award.
- Included a basic layout and general references to electrical and data but did not confirm total quantities.
 - Per our specs 36 duplexes were included plus 4 dedicated duplexes and 22 J-boxes for telecom at walls and 2 at ceiling.
- Need confirmation that the 22 J-boxes are intended to be fully terminated, tested Cat6 data ports meeting the spec.
 - J-boxes/Cat6 will be terminated/tested per bid documents
- No statement of spacing (every 4 feet) for outlets and data ports.
 - There is a 100 LF of wall. 36 outlets will be spaced at less than 4' apart. 22 boxes for Cat 6 are spaced at nearly 4'. Specs call for approximately 48" spacing.
- All proposed 7'-10" ceiling height (spec requires 8'). This appears to be industry standard.
 - Yes industry standard. Wall angle is installed at the top of the 8' wall panel so it hangs just below the 8' mark.
- All specified wall-mounted HVAC with electric heat strip and direct discharge (not a fully ducted heat pump). This seems to be standard in the modular classroom industry.
 - There is supply air ducting. But since this is a small building, with no interior walls, a return grill at the end of the unit is used.
- Confirmed color matching for siding/skirting. Or mention color at all.
 - This seemed obvious as the spec said to match as close as possible to the UFO building. A submittal will be provided upon award.
- Towing capability (hitch) and removal of wheels details is unclear.
 - A hitch (towbar) is included, that is standard to be able to move the building. Wheels must be removed (stored under the building) to get to the finish floor height of 36" as noted on the submitted drawing.
- Confirm the hitch type, compatibility with standard towing vehicles.

- A standard towing vehicle must be defined. The building is capable of being towed by a semi with ball hitch that regularly moves modular buildings. The building will weigh 12-18 thousand pounds empty. If furniture or the ramp is loaded into it, then it will be at the high end of that range or more.
- Confirm dedicated 15-amp circuit for the server rack.
 - Four dedicated receptacles are included in our proposal. One will be for the rack.
- Confirm fiber uplink installation, routing, termination, or connectors.
 - All Cat6 work to be done per bid documents.
- Confirm testing, certification, and labeling of all cabling.
 - All Cat6 work to be done per bid documents.

WARRANTY

(b) **NEW EQUIPMENT.** Notwithstanding any disclaimer of warranties elsewhere in the Agreement, if the Equipment purchased under this Agreement is sold as new equipment and identified as such in the Agreement, Seller warrants in accordance with this Paragraph for twelve (12) months from the date of manufacture that the Equipment shall be new upon delivery and free from major defects in materials and workmanship that prevent its normal use and operation under normal use and regular service and maintenance by Buyer. New Accessories shall carry the warranty of the manufacturer, which Seller shall assign to Buyer to the extent transferable. Provided Buyer provides written notice to Seller of any failure or defect in the Equipment within two (2) days after its discovery and within the applicable warranty period, Seller shall replace the Equipment or repair the defect. Failure to provide timely notice shall result in a limitation or avoidance of this warranty. If Buyer does not grant access for repairs during normal working hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, Buyer shall bear the cost of any overtime labor. This warranty does not extend to any Equipment that has been subjected to improper use, damaged by accident or abuse, or repaired or altered by Buyer without prior written authorization from Seller. **THIS EXPRESS WARRANTY FOR NEW EQUIPMENT IS SELLER'S SOLE AND EXCLUSIVE WARRANTY AND RECOURSE UNDER THIS AGREEMENT FOR NEW EQUIPMENT, AND IT IS LIEU OF, AND SELLER EXCLUDES AND EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ANY (A) WARRANTY OF MERCHANTABILITY, (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND (C) WARRANTY AGAINST INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER PROPRIETARY RIGHTS OF A THIRD PARTY.**

REQUIRED FORM
Cost Sheet

<u>BID</u> <u>ITEM/QTY</u>	<u>DESCRIPTION</u>	<u>TOTAL PRICE</u>
1. 1 Ea	Modular Building	\$ <u>113,275</u>
	<u>10% TAX</u>	\$ <u>11,375.50</u>
1a. 1 Ea	Delivery	\$ <u>7,669</u>
1b. 1 Ea	Setup Fee (if applicable)	\$ <u>Included</u>
	<u>Total</u>	\$ <u>132,271.50</u>

REQUIRED FORM
Designated Contact and Signature
Page

Indicate in the space provided below, the designated contact individuals name and address as requested under Notification in the General Provisions Section of the Invitations for Bids.

<u>City of Santa Rosa</u> Jennifer Myles Senior Buyer 635 1st Street – 2nd Floor Santa Rosa, CA 95404 707-543-3709 jmyles@srcity.org	<u>Vendor</u> <u>Mobile Modular Management Corp</u> <u>5700 Las Positas Road</u> <u>Livermore, CA 94551</u>
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<p>In compliance with the bid documents, the undersigned offers and agrees, if this Quotation is accepted, within one hundred and twenty days (120) calendar days from date of opening, to furnish any or all of the items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) within the time specified in the Schedule. Note: Prompt Payment Discounts - discounts for prompt payment will not be taken into consideration in determining lowest bid:</p> <p style="text-align: center;"><u>N/A</u> percent, 20 calendar days; <u>N/A</u> percent, 30 calendar days.</p>	
Name and Address of Bidder: <u>Mobile Modular Management Corp</u> <u>5700 Las Positas Road</u> <u>Livermore, CA 94551</u> Phone No.: 707-480-7777	Signature of Person Authorized to Sign: <u>Brent Hoffman</u> Type Name: <u>Brent Hoffman</u> Type Title: <u>Business Development Mgr</u> Date of Bid: <u>7/2/2025</u>

**CITY OF SANTA ROSA
PURCHASE ORDER
TERMS AND CONDITIONS
FEDERAL PROCUREMENTS**

1. ORDER ACKNOWLEDGEMENT: Contractor's commencement of work or delivery shall be deemed acceptance of the terms and conditions of the Purchase Order ("Order"). Contractor shall furnish the City of Santa Rosa ("City") Purchasing Agent, within ten days of the Order date, written Order acceptance. The Order, and these "Terms and Conditions," together with any attachments, constitutes the entire agreement between the parties. Any terms proposed in Contractor's acceptance of City's Order which add to, vary from or conflict with the terms herein are null and void. No waiver, modification or addition to the terms of this Order shall be valid unless in writing and made in accordance with Section 2, CHANGE ORDER below.
2. CHANGE ORDER: The City may at any time prior to the delivery date specified herein, issue a written change order for the modification of the Order. Such modification(s) shall be the result of negotiation and agreement between both parties. No change in this Order shall be made unless the City gives its prior written approval. Contractor shall be liable for all direct and consequential damages resulting from any unauthorized changes to the Order.
3. ASSIGNMENT AND SUBCONTRACTING: Contractor shall not assign or subcontract the Order, or any part thereof, without the previous written consent of City, nor shall Contractor assign, by power of attorney or otherwise, any of the money payable under this Order unless the prior written consent of the City has been obtained. No right under this Order, nor any claim for money due, or to become due hereunder, shall be asserted against the City, or persons acting for the City, by reason of any so-called assignment of this Order or any part thereof, or to become due under this Order. The instrument of assignment shall contain a clause subordinating the claim of the assignee to all prior liens for services rendered or goods supplied.

Should any subcontractor fail to perform in a satisfactory manner the work undertaken by subcontractor, the subcontract shall be immediately terminated by Contractor upon notice from the City. Contractor shall be fully responsible and accountable to the City for the acts and omissions of any subcontractors, and of persons directly or indirectly employed by the subcontractor, as it is for the acts and omissions of persons directly employed by Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

4. DELIVERY: All ordered goods shall be delivered F.O.B. destination, delivery charges prepaid, unless otherwise shown on the front of the Order. The goods shall be delivered to the location below unless otherwise shown on the front of the Order:

CITY OF SANTA ROSA
MUNICIPAL SERVICE CENTER WAREHOUSE
55 STONY POINT ROAD
SANTA ROSA, CA 95401

Delivery will be made on or before the date indicated on the front of the Order. Contractor shall be liable for damages resulting from Contractor's failure to deliver by the delivery date or in conformance with this Order. Goods or the tender of delivery that fail in any respect to conform to the Order will not be accepted unless the City gives its written acceptance.

5. INSPECTION: The City reserves the right before payment or acceptance to inspect all goods and workmanship, and shall have the right to reject all goods and workmanship that do not conform to the Order, provided; however, the City is under no duty to make such inspection. The City reserves the right to extend the date of acceptance of goods or workmanship in the event it determines that the nonconforming goods or workmanship can be seasonably cured.
6. TITLE: Title to goods shall pass to the City at the F.O.B. point designated under Section 4 DELIVERY, subject to the City's right to reject the goods.
7. ACCEPTANCE AND PAYMENT: Acceptance shall be made when the City determines the goods or services conform to the Order, or when City notifies Contractor that it will accept the goods or services despite nonconformity. Unless otherwise stated in the Order, payment terms are net 30 days. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice. Payment will be scheduled upon complete delivery and acceptance of all goods or services and receipt of an original and one copy of an invoice acceptable to the City. Invoices for goods or services provided in June or for any goods or services not previously invoiced shall be submitted to City no later than July 10 to facilitate City fiscal year end closing. The City reserves the right to withhold up to ten (10%) percent of the Order price in the event it conditionally accepts nonconforming goods or services. In connection with any cash discount specified in the Order, time will be computed from the date of the complete acceptance of the goods or services, or from the date correct invoices are received at the location specified on the Order, whichever date is later. For the purpose of earning the discount, payment is deemed to be made on the date of mailing of the City warrant or check.
8. MATERIALS: Unless otherwise specified in the Order, materials used shall be of new and recent manufacture and of best quality.
9. WARRANTY: Contractor warrants that all goods and services provided to City are free from defects. At no cost to the City, Contractor shall furnish and install all parts and pay any costs to repair goods or materials damaged by defective workmanship during Contractor's and Manufacturer's warranty periods.
10. TERMINATION FOR CAUSE: If at any time 1) Contractor fails to conform to the requirements of this Order; 2) Contractor seeks relief under any law for the benefit of insolvents or is adjudicated bankrupt; 3) any legal proceeding is commenced against Contractor which may interfere with the performance of this Order; or 4) Contractor has failed to supply an adequate working force, or materials of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of this Order, which default is not fully corrected or remedied to the reasonable satisfaction of City within ten (10) days following the date a written notice thereof by City, then City shall have the right and power, at its option and without prejudice to any other rights or remedies it may have, to immediately terminate this Order and recover the aggregate 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. Any cost or expense incurred by City arising out of Contractor's breach or default hereunder, and for City's enforcement of these rights, shall be the obligation of Contractor and may, at City's discretion, be deducted from any amounts that may then be owing to Contractor under this Order, without any release or waiver of any other rights or remedies in law or equity to which City may be entitled.

11. TERMINATION FOR CONVENIENCE: The Order may be terminated by the City by giving ten (10) days' notice to Contractor in writing of its intent to terminate the Order. Upon such termination, Contractor shall submit to the City an itemized statement of services performed or goods delivered as of the termination date. City shall not in any manner be liable for lost profits that might have been made by Contractor had the Order not been terminated or had Contractor completed the services required by the Order.
12. LEGALITY: If any provision of the Order is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
13. CALIFORNIA LAW; VENUE: The Order shall be governed according to the laws of the State of California. The adjudication of any disputes related to the Order shall occur exclusively and solely in Sonoma County.
14. COMPLIANCE WITH LAWS AND REGULATIONS: Contractor represents and warrants that Contractor has all licenses, permits, a City Business Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for Contractor to provide goods and/or services under the Order. Contractor shall comply with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to, (i) the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which prohibits discrimination against individuals with disabilities and may require reasonable accommodations; (ii) and Labor Code Sections 1700-1775, which require prevailing wages (in accordance with DIR schedule at www.dir.ca.gov) be paid to any employee performing work covered by Labor Code Section 1720 et seq.; (iii) California Occupational Safety and Health Administration (Cal/OSHA) regulations; and (iv) the Immigration Reform and Control Act of 1986. Contractor shall, if requested by City, provide certification and evidence of compliance. If Contractor is an out-of-state corporation, Contractor warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
15. PATENTS AND ROYALTIES: All costs, fees, royalties and claims for any patented invention, article, process or method that may be used upon or in any manner connected with the supply of goods herein shall be paid by Contractor. Should Contractor, its agents or employees or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under the terms herein, Contractor shall promptly substitute other articles, materials or appliances in lieu thereof of equal finish, efficiency, quality, suitability and market value and satisfactory in all respects to City. In the event that City elects, in lieu of such substitution, to have supplied and to retain and use any inventions, articles, materials, or plans as may be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be

requisite for City, its officers, agents and employees, or any of them to use such invention, article, materials or appliances without being disturbed or in any way interfered with by any proceeding at law or equity on account thereof. Should Contractor neglect or refuse to make the substitution promptly or to pay such royalties and secure such licenses as may be necessary, then City shall have the right to make such substitution or City may pay such royalties and secure such licenses and charge the Contractor even though final payment under the contract may have been made.

16. INDEMNIFY AND HOLD HARMLESS AGREEMENT: Contractor shall indemnify, defend and hold harmless City and its employees, officials, and agents, from and against any liability, (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, interest, defense costs, and expert witness fees), where the same arises out of the performance of this Order by Contractor, its officers, employees, agents, or subcontractors, excepting only that resulting from the sole active negligence or intentional misconduct of City, its employees, officials, or agents. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents, under workers' compensation acts, disability benefits acts or other employees' benefits acts. Contractor shall be liable to City for any loss of or damage to City property arising from Contractor's negligence or willful misconduct.

17. RETENTION OF RECORDS:

- A. Contractor shall retain any and all records necessary to document the charges under this Order and make such records available for inspection for a period of not less than four (4) years.
- 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 Order for a period of four (4) years after completion of all services or acceptance of goods 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 Order 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 Order.

18. PERFORMANCE OF SERVICES: With respect to the performance of services under this Order, Contractor shall perform all services in a manner consistent with the level of

competency and standard of care normally observed by a person practicing in Contractor's trade or profession. Contractor hereby warrants that all work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by City shall not operate as a waiver or release. Contractor shall assign only competent personnel to perform services hereunder. In the event that at any time the City, in its sole discretion, desires the removal of any person or persons assigned to perform services hereunder, Contractor shall remove such person or persons immediately upon written notice from City. Contractor shall perform the services described on the Order within the time or dates set forth therein.

19. INSURANCE REQUIREMENTS: Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, General Services Agreement Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated and made part of the Order by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of this Order 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 the 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 the Order by Contractor, whereupon City shall be entitled to all rights and remedies at law or in equity, including but not limited to the immediate termination of the Order. 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 the Order. In the event Contractor, with approval of City pursuant to Section 3 above, retains or utilizes any subcontractors or sub-consultants in the provision of any goods or services to City under the Order, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements in Attachment One.
20. INDEPENDENT CONTRACTOR: The parties intend that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with City. Contractor is not to be considered an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.
21. BUSINESS TAX CERTIFICATE: Contractor shall hold a current City of Santa Rosa business tax certificate issued pursuant to Chapter 6.04 of the Santa Rosa City Code. For information regarding the business tax, contact Revenue and Collections at (707) 543-3170. City may deduct any delinquent business taxes, and any penalties and interest added to the delinquent taxes, from its payments to Contractor.
22. NON-DISCRIMINATION: With respect to the provision of goods or services under the Order, 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.

23. **FEDERAL PROVISIONS:** Contractor shall comply with the following federal provisions. In the event of a conflict between any provision in this Section 23 and any other provision of this Order, the more stringent provision shall control and prevail.

A. For purposes of this Section 23, "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 Order, included but not limited to the 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 Order.

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 of this Order 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 of this Order 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 under this Order, 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 Order performance schedule;

b. Meeting Order 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.
3. Federal Government Not Party. The Federal Government is not a party to this Order and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Order.
4. 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.