

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH GREEN VALLEY CONSULTING ENGINEERS, INC.
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____day of _____, 2022, by and between the City of Santa Rosa, a municipal corporation ("City"), and Green Valley Consulting Engineers, Inc., a California corporation ("Contractor").

R E C I T A L S

A. City desires to obtain Construction Management and Inspection services for Backup Generators – Water and Wastewater Facilities, City Project ID C02256. This project will replace emergency generators and related equipment at eighteen (18) water and wastewater facilities in and around Santa Rosa.

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

C. 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 one million five hundred thirty-one thousand three hundred twenty-eight dollars and fifty cents (\$1,531,328.50). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Numbers 55772 and 70795.

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:

Greg Dwyer
Associate Civil Engineer
69 Stony Circle
Santa Rosa, CA 95401
(707) 543-3838
gdwyer@srcity.org

Contractor Representative:

Liz Ellis, P.E.
Project Manager
335 Tesconi Circle
Santa Rosa, CA 95401
(707) 579-0388
lizellis@gvalley.com

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 September 30, 2024.

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

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

**GREEN VALLEY CONSULTING ENGINEERS,
INC.**

By: _____

TYPE OF BUSINESS ENTITY (*check one*):

Print Name: Daniel J Galvin III

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

Title: Board of Public Utilities Chair

Signatures of Authorized Persons:

APPROVED AS TO FORM:

By: *Liz Ellis*
Liz Ellis (Sep 6, 2022 13:11 PDT)

Office of the City Attorney

Print Name: Liz Ellis

Title: President

By: *Annie Kohl*
Annie Kohl (Sep 6, 2022 12:42 PDT)

Print Name: Annie Kohl

Title: Secretary

City of Santa Rosa Business Tax Cert. No.

Attachments:

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

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

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

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

B. Endorsements:

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

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

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

D. Other Insurance Provisions:

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

Exhibit A

PROPOSAL FOR

Request For
Construction Management and Inspection Services

for **PROJECT C02256:**
BACKUP GENERATORS - WATER AND WASTEWATER FACILITIES

City of Santa Rosa
Transportation and Public Works Department



335 Tesconi Circle
Santa Rosa, CA 95401
Tel: 707.579.0388
www.gvalley.com



Restoring Yesterday...Creating Tomorrow

municipal engineering
civil engineering
construction management
construction inspection

July 12, 2022

Mr. Greg Dwyer
City of Santa Rosa (TPW)
69 Stony Circle
Santa Rosa, CA 95401

Re: Proposal for Construction Management and Inspection Services for Backup Generators – Water and Wastewater Facilities

Dear Greg:

The Backup Generators – Water and Wastewater Facilities (Project) is a multi-year Project estimated just shy of \$8,000,000 and significant to the operations of the City's water and wastewater facilities during emergencies. The City was able to procure partial funding via FEMA and CAL-OES grants. To expedite the Project and ensure the correct equipment is installed (and to avoid potential supply chain issues) the City has procured all 18 generator sets with delivery dates ranging from this month – July 2022 till December 2023.

With a schedule this long for delivery of equipment, it means the need for a senior CM/inspection team to be in place that has the experience to keep various funding deadlines and permit requirements moving along such that no one process will kill the entire Project if missed. We believe that the contractor's schedule will be the most critical submittal on this Project. This is a project that cannot have any excuse from the Contractor for non-delivery of a CPM schedule, or to have any slippage in the 3 week look ahead schedules. Our work staffing will hinge on these schedules – as well as permitting and coordination with City Fire and City Building that are tied to accurate schedules.

We are proposing a strong, local, and familiar CM and inspection team to deliver on this project. Given the start date of approximately fall/winter 2022 we are going on record to say that at this time we have the flexibility to provide almost any of our inspection team except for Sean Lawson (who will still be a strong resource to the selected inspector) and the ability to provide any of our CM's. We would like to discuss the possibility of involving possibly 2-3 senior inspectors that would rotate in and out for the discipline specific inspection roles, i.e., mechanical, electrical, civil, etc.

Green Valley has worked hand in hand with City staff on numerous projects, including the recently completed Pacific Avenue Reconstruction and the La Paloma Avenue Water and Sewer Improvements and is very excited about the possibility of having our team manage the construction of this Project. We also just completed the Colgan Creek Restoration Improvements and have a working relationship with the permitting agencies and the inspectors who oversee the environmental work. We can learn any craft and our recent experience from installing a new roof on the Mayacamas Pump Station for the Geysers pipeline to the construction of a masonry building associated with the new Place to Play Emergency Well outlines our skills to pick up contract documents, study them and then perform our work in the field to successful completion of the project.

We do not mark up our subconsultants, and if an opportunity presents for part-time inspection to save budget, we will do so with the City's blessing. We are proposing currently CEL for the special inspections but also have other geotechnical firms to work with.

Highlights of our team's strengths and what we can bring to Santa Rosa for this Project include:

Experience and Efficiency – by bringing you a team with a strong core of construction professionals with an exhaustive depth of Santa Rosa experience you will have the confidence that the Project will be led by experienced professionals capable of managing any type of situation that can arise during construction.

Santa Rosa Specific Experience and in-house Public Outreach Team – our proposed team stay current on all Santa Rosa formats from progress payments to RFI's and pre-con agendas. We work with various public outreach staff and understand the in-house teams and departments needed for successful project callouts.

Motivation and Work Ethic – This is the element that we think is as important as our technical skills in delivering a successful Project! We REALLY want to do inspection work that is along the lines of mechanical and on the operations side of the City infrastructure and this Project is a perfect blend of working for TPW and on an Operations assignment with funding mechanisms that vary from the standard Caltrans fare. We welcome an opportunity such as this so that you can gain confidence in our team's expertise and work ethic.

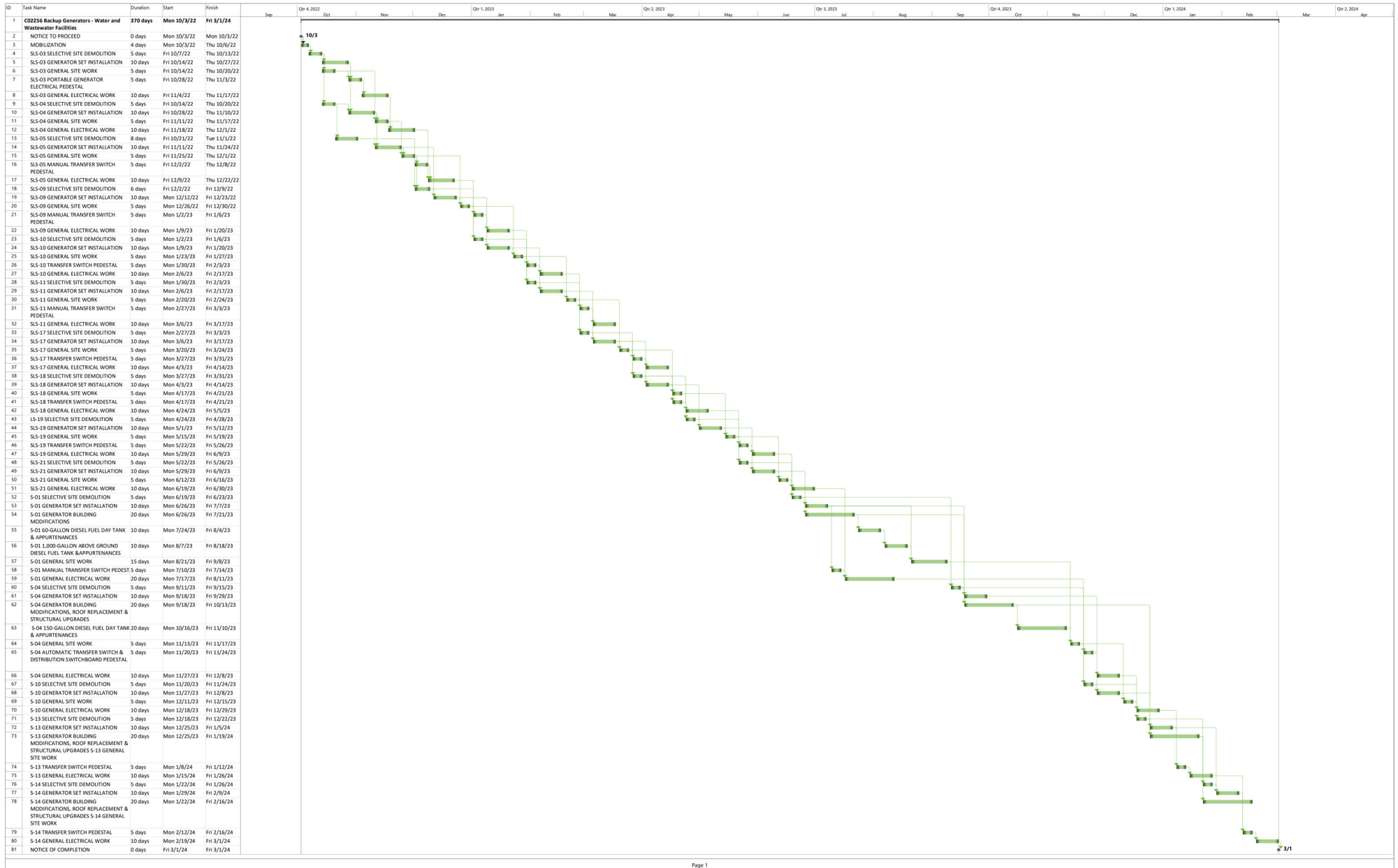
I believe that we have a team with the required management experience, local reputation, commitment to responsive and thorough service, and most important, communications skills, to guide this Project to another successful win for the City. Our team of assembled construction experts are in this business for the long term and take their careers and reputations seriously! They are vested in training and mentoring the younger staff and younger staff to be honest that are associated with our jobs such as Contractors and Agency. We *make our living in Sonoma County and invest back in our communities and have much at stake* in ensuring you will be not just satisfied but also PLEASED with our CM/Inspection services, project management/outreach and communication skills.

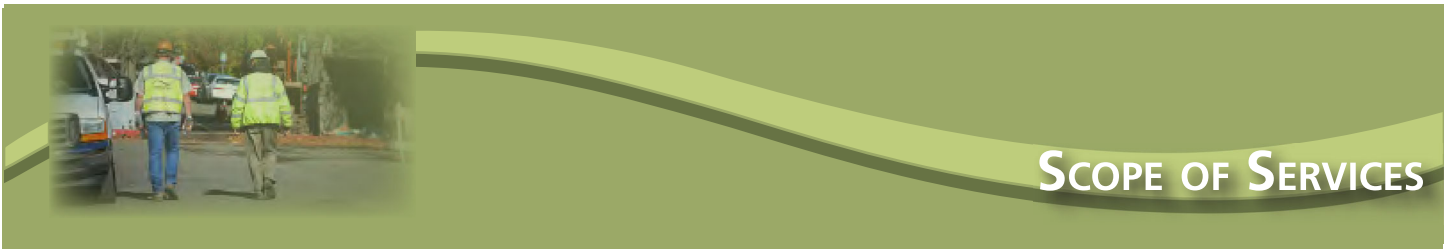
If you require additional information on this proposal or have questions specific to our proposed team, please do not hesitate to contact me. I have reviewed and understand the contract terms and scope of services as detailed in the RFP and officially bind this firm for up to 90 days after proposal submission.

Regards:



Liz Ellis, P.E
C050830





SCOPE OF SERVICES

The following scope of services complements the outlined role of an inspection team defined in the publication issued by the APWA “Management of Public Works Construction Projects” and is not intended to replace, or repeat, that document. In addition, the City of Santa Rosa has developed a strong standard of care thru the years that our team has learned and meets on every assignment. Our work will comply with Exhibit A and B as included in the RFP issued by the City. These exhibits are made a part of this proposal by inclusion at end of document. Services will include the coordination between the Contractor and the City’s Survey section and Materials Testing Lab for the needed construction staking and materials testing. Special inspections will be performed by CEL.

Task No 1 - Pre-Construction Meeting & Photos

Pre-construction services will include logistics, coordination, and pre-construction meeting with the Contractor, City staff, utility companies, City Fire & Police, permit agencies as required, and any other project stake holders that the City would like to invite. Prior to the pre-construction conference Green Valley will review the contract documents for relevant discussion points including public safety, tree and landscape protection, traffic control issue, contingency plans for work in fire zones (evacuation plans), and work in surrounding areas by homebuilders.

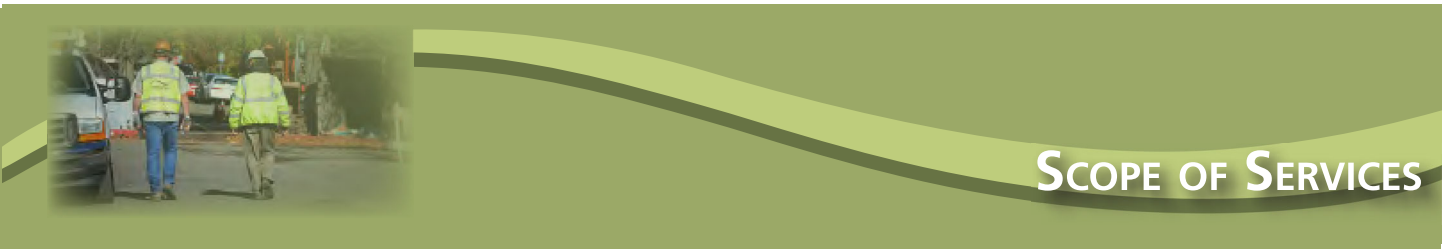
The meeting will provide the project team members the opportunity to convey their agendas and concerns. We will discuss project safety and schedule. Pre-construction services that Green Valley will provide include:

- Produce pre-construction conference invitations, agenda items, and meeting minutes. Agenda items include lines of communication, public outreach protocol, pedestrian and site safety, submittals, change procedures, payments, progress schedules, contract time, requests for information, and other applicable items including that of minimizing impacts to the various neighborhoods
- Pre-construction digital photos and video of the project site with particular emphasis on staging areas and access for cranes and heavy equipment on and off-loading.

PROJECT “HOT” BUTTONS

- CMU Buildings
- Monitoring of Generator Field Tests
- Coordination with Gen Set Supplier
- Familiarize with Mechanical and Electrical Scope
- Familiarize with Permits and Start-up Requirements





- Set up the project files in accordance with the City's standard formats for administration.
- Develop and distribute a project submittal log and discuss "order of work" requirements

Task No. 2 - Submittal Management

At the pre-construction conference we will provide the Contractor with a submittal log of the required submittals and due dates that will keep the project on schedule. Submittals will be stamped, logged and reviewed by the CM and Project Manager for conformance with the contract documents. When appropriate, submittals will be forwarded to the City's designated representative(s) for review and final approval to ensure conformance with the design intent. Submittals associated with the materials will be sent to the City Materials lab for review and comment. Once submittals are approved, they will be distributed to the City, Contractor, and Green Valley Construction Inspector.

We will generate and update a submittal log and track the status of time lines, approvals, re-submittals and "ball in court" status at various times during the review process. Submittals will be subsequently filed by submittal number.

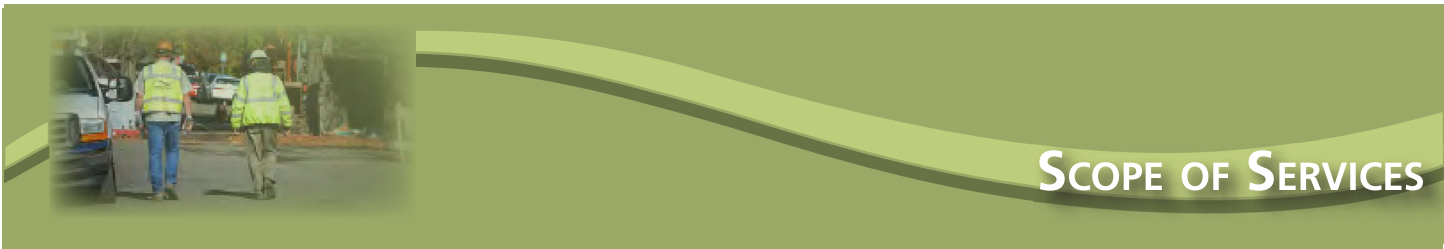
Task No. 3 - Schedule Management

Once Green Valley receives the initial construction schedule from the Contractor, it will be reviewed for accuracy and reasonableness. We will verify that it meets order of work, and contract requirements in the Special Provisions. Progress schedules will be reviewed weekly to ensure the Contractor is meeting the critical dates. If the Contractor fails to meet critical dates, we will immediately address the situation and work with the relevant parties to provide solutions to get back on schedule. Schedule updates may be required once every 3 weeks, or a month or more often. Weekly Statements of Working Days will be issued with care determining the "Controlling Item of Work". We will facilitate negotiation of any time extensions for the Contractor due to change orders, weather, or other delays. We may also maintain an as-built progress schedule.

Managing the Contractor's schedule is mandatory on this assignment due to the long timeline of the Contract, lead times for various subcontractors and the start/stop nature of work due to seasons (winter, fire season, etc.).

Task No. 4 – Daily Field Inspection & Documentation

Green Valley's inspector will provide daily, on-site inspections of the construction activities to ensure that the Contractor's work conforms to the contract documents and the City of Santa Rosa Design and Construction Standards. The on-site inspector will provide documentation of the work on daily inspection reports. The inspection reports include documentation of construction activities, proposed



change orders and notice of potential claims, critical conversations, safety issues and accidents, extra work in progress, materials testing performed, information for “as-built” drawings, quantities for progress payments, environmental concerns, and visitors to the project site. Daily inspection reports will be submitted to the City on a weekly basis for the previous week’s work by Noon on Monday. Green Valley will also document the work in progress with digital photos and video. Photos and videos will be submitted to the City on a monthly basis. Other important tasks of the on-site inspector include public relations, coordination with the various subcontractors and monitoring Contractor compliance with the various permits, including:

- Traffic and pedestrian safety control plans
- Building Department Permit
- BAAQMD
- AST from Santa Rosa Fire Department

We will recommend a course of action to the City if measures to meet required permit requirements are not met by the Contractor.

Task No. 5 - Requests for Information (RFI)

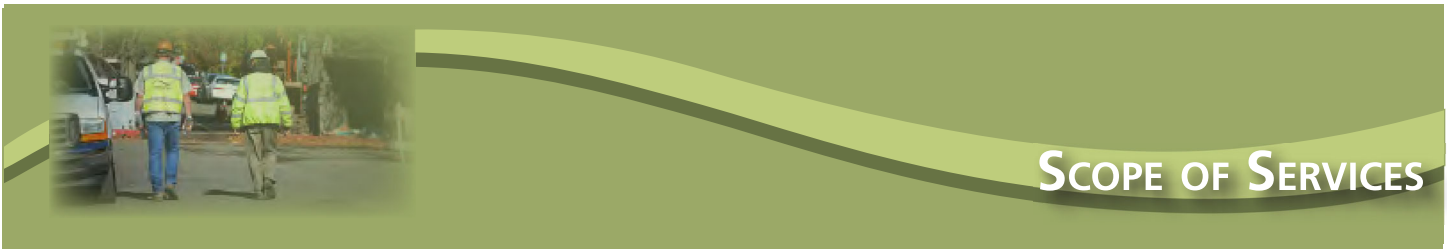
The Contractor will be required to submit all Requests for Information (RFI) in writing. Green Valley’s Construction Manager will generate an RFI form that has the request or question on top and the Construction Manager’s answer on the bottom. There will be some cases where the Construction Manager will need to consult with the City representative and designer. The CM will ensure that the Contractor receives a timely response – 2 days maximum. If the RFI results in a change order, it is linked into the change order log. The Construction Manager will generate an RFI log that lists the “Ball-in-court”, status, description, and if the RFI results in a potential change order. It should be noted that most questions or issues can be resolved at the progress meetings.

Task No. 6 – Construction Management

The Construction Manager team will take responsibility for the oversight of the Project and ensure that the construction and contract administration is performed in compliance with the project plans and specifications. They will be responsible for the following items, at a minimum:

- Project progress
- Progress meeting facilitation
- Weekly and monthly inspection and management summary reports
- Monthly Pay Requests
- Collecting and qualifying required payroll certifications





Task No. 7 - Change Order Management

In addition to reviewing the bid documents and field conditions, our Construction Manager will use RFI Logs, Field Directive Logs, Potential Change Order Logs, meeting minutes, and discussions with City representatives, to determine if a Change Order (CO) is warranted. If a change order is warranted, our Construction Manager will facilitate negotiations between the Contractor and the City to produce the best construction method at the lowest cost. If a change order requires input from the design engineer, our Construction Manager will coordinate to ensure it is reviewed. The Construction Manager will also determine if added contract time is warranted as a result of the change order. The change order format will follow City standards, with the appropriate City, Contractor and Green Valley signature lines. A Change Order Log is created that shows Change Order number, description, status, approved date, start and completion dates and cost.

Task No. 8 - Payment Management

The Construction Manager will request a breakdown of lump sum bid items from the Contractor if required by the contract specifications. The Construction Manager will check if there are maximum bid amounts for certain lump sum items and the requirements regarding payment for materials on hand. Green Valley's inspector will field measure and record quantities of work and materials and change order pay records and turn in to the Construction Manager. On a monthly basis, Green Valley will check quantities and prepare and process payment recommendations to the City using City approved formats and submit hardcopies for approval.

Task No. 9 - Progress Meetings

Green Valley will conduct utility coordination meetings (as required) and weekly progress meetings including the preparation of invitations, agenda and minutes. The progress meetings will include discussions of progress schedules, delays to the work, changes, pay estimates, public relations, safety, landscape protection measures, submittals, RFIs and other critical issues. We will always work to foster honest, open communication at these weekly meetings which helps in timely resolution of any disputes and/or potential claims.

Task No. 10 – Public Relations & Notifications

It is not anticipated that a formal Public Relations (PR) program will be needed for this project, but the GVCE team feels this is the PERFECT project for our "unique" type of outreach to shine! In addition to acting as the primary contact for public during construction we will meet with the surrounding property owners to keep them informed on project schedule and impacts, address complaints from

Windsor Roundabout Construction - Stage 5

New Road Closures in effect from June 6th thru Mid July

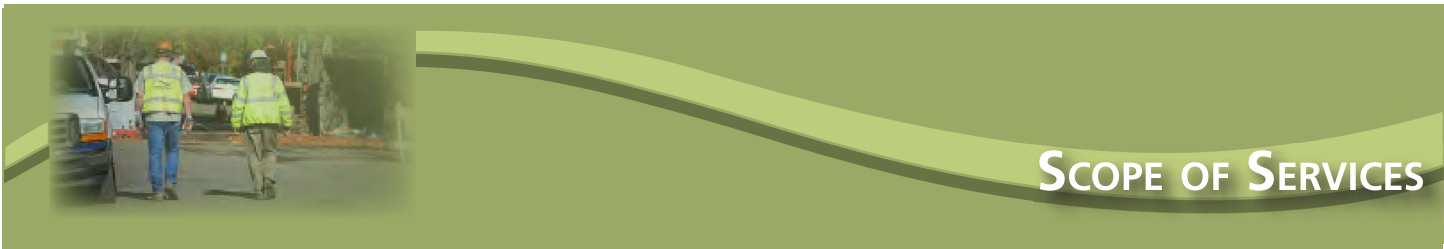
- Windsor River Road will be **CLOSED** in **BOTH DIRECTIONS** between Windsor Road and Bill Beedie Way.
- Northbound Windsor Road **REMAINS CLOSED BETWEEN** Wall Street and Windsor River Road.
- See attached map for detour routes

THE CONSTRUCTION TEAM IS WORKING AS EFFICIENTLY AS POSSIBLE TO OPEN ALL ROADS UP TO TRAFFIC AS SOON AS POSSIBLE (BY MID JULY)

* Construction is estimated for completion Dec 2022

Green Valley Consulting Engineers Staff
Liz Ellis – Project Manager (707) 579-0388
Sean Lawson – On-site Inspector (707) 322-0778

Ghilotti Construction
Brad Barnes - Project Manager (707) 585-1221



the public by maintaining a log, and ensure the Contractor provide the required public noticing. Our outreach will include:

- Notices for each pump station site that show schedule, work to be performed, phone numbers to call and ... “why” the work is taking place!

Task No. 11 - Reporting

All communication will again comply with the City’s issued guidelines. Communication, both verbal and written will be critical to the success of this Project, starting with internal communications between the City staff and the Green Valley team. It is critical the City’s designated Project Manager always be informed of any items relating to public outreach and public relations, progress of the work and the budget. We are committed to this process and will document all construction issues with the following reports:

- Weekly Progress Meeting Minutes
- Daily email update of the day’s progress and issues (upon request)
- Weekly summary of daily inspection dairies with photos
- Weekly statement of working days
- Weekly Construction Summary (if desired)
- Monthly Status Report
- Status of construction on a weekly basis



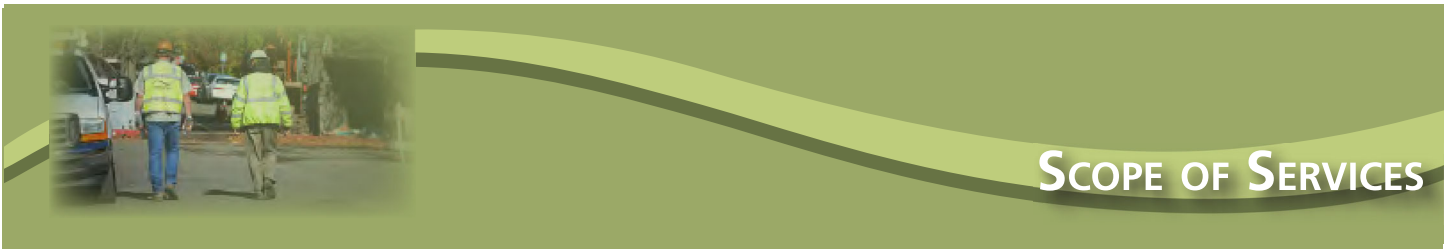
The Monthly Status Report will provide the City with information on construction activities for the month, change order cost summary, pay estimate cost summary and contract time summary.

The Construction Manager/Inspector will be in contact with our Inspector on a daily basis and will copy the City’s designated Project Engineer via email on all critical issues as they happen. We will take the lead from the City representative as to the frequency and format of communication desired.

Task No. 12 - Conflict Resolution and Claims Avoidance

Green Valley has a standard procedure to help prevent claims from being filed and resolve conflicts during construction in order to keep the additional costs down and to minimize City staff involvement in the project.

We will resolve conflicts quickly by keeping the lines of communication open as well being honest and responsive with the Contractor. In Green Valley’s opinion, the most important meeting to foster communications and to resolve conflicts quickly is the progress meeting. We have found that most conflicts (or just RFI’s) can be thoroughly discussed and defused at these weekly meetings. The key is to



foster an on-going, working relationship with the Contractor at start of project and remain professional in these conversations.

If we cannot facilitate negotiation of a resolution to a dispute and receive a Notice of Potential Claim from the Contractor, we will be ready to support the City's position. Green Valley maintains accurate and thoroughly documented project information as backup for claim resolution. Green Valley will continue to facilitate negotiations while tracking and logging all correspondence, as-built progress schedules, and other backup documentation.

Task No. 13 – Closeout & Record Drawings

We will work with the City and the Contractor to keep a “record set” of drawings to document changes and as-built conditions of the original construction documents.

Once construction is completed to the satisfaction of the City, we compile all pertinent files and related information and submit to the City for their permanent records. We will coordinate with the Inspector to furnish the City the following:

- Record drawings
- Project Photos
- All contract files and records
- Electronic files in CD format



City of Santa Rosa

Construction Management Services Terms for Capital Improvement Projects

Consultant shall:

A. General

1. Per California Government Code Section 4525-4529.5, **Construction Manager (CM)** shall be a licensed Architect, registered engineer, or licensed general contractor. If the proposed construction manager is not licensed provide the name, license and qualifications (licensed architect, registered engineer, or licensed general contractor) of the individual that will provide the direction and control of the construction manager's work.
2. The CM is the primary point of contact and is responsible for the contract administration, construction engineering, and engineering integrity of the project. The CM must ensure the contractor complies with the requirements of the contract documents.

B. Project Coordination and Correspondence

1. Coordinate among Contractor, the project team, various utility companies (such as PG&E, AT&T, Comcast, etc.), and other parties as required.
2. Receive all Contractor correspondences. Coordinate with applicable parties as necessary to develop responses. Prepare and transmit responses.
3. Maintain logs of requests for information, submittals, plan clarifications, claims, proposed change orders, final change orders.
4. Provide status updates on significant issues to City.
5. Provide any documentation required by City, State, or Federal requirements for contract administration.
6. Lead preconstruction conference. Prepare agenda and minutes.
7. Lead progress meetings as needed (or regularly scheduled) with Contractor and City staff. Prepare agenda and minutes.
8. Coordinate testing provided by City Materials Engineering with City project team.
9. Contract for and manage non-City supplied material testing services.
10. Coordinate testing and startup including efforts by Contractor, manufacturers, and City staff.

C. Reports

1. Prepare very short (1 page) weekly progress reports including a list of key items of work completed during the week and expected work the following week. Include approximately 2 photos. Submit to the City by Monday 9:00 am the following week. This weekly report may be posted to the City's public website.
2. Prepare and submit a monthly progress report describing key issues, status of schedule, budget, payments, RFI's, submittals, claims, potential change orders, and change orders.

3. Review Inspector's Daily Construction Reports and suggest edits where applicable. Initial (to show you reviewed and approved document) and submit copies to City of previous weeks Daily Reports by Monday 9:00 am the following week.
4. Review/complete Weekly Statement of Working Days and submit to the City for review by Monday morning at 9:00 a.m. the following week.
5. Complete all documentation and coordination required for final acceptance and closeout of construction contracts.

D. Submittal Management

1. Receive, stamp, and log submittals, and distribute for review by the design team.
2. Monitor review of submittals to foster timely review and return of submittals to Contractor.
3. Review administrative submittals for conformance with Contract plans and specification requirements and City standards.
4. Transcribe reviewer's comments to duplicate copies for return to Contractor and distribution.
5. Consultant shall ensure that all submittals returned to Contractor include the following language:

"CITY OF SANTA ROSA

<input type="checkbox"/>	No exceptions	<input type="checkbox"/>	Make Corrections Noted
<input type="checkbox"/>	Revise and Resubmit	<input type="checkbox"/>	Not Reviewed
<input type="checkbox"/>	_____		

Submittal was reviewed for general conformance to Contract plans and specifications only. Contractor is responsible for confirming and correlating full compliance with contract plans and specifications. Notations neither relieve contractor from Contract plans and specification compliance nor authorize changes to contract amount. This review does not relieve Contractor from responsibility for any errors, omission or deviations from the contract plans whether or not such errors, omissions or deviations are noted on this drawing.

By _____ Date _____"

E. Change Order and Claims Management

1. Analyze requested change orders for validity, cost, and schedule impacts. Provide information to City Engineer necessary to review the requested change order. The City Engineer shall be responsible for the consideration, negotiation and resolution of all requests for change orders. At the request of the City Engineer, draft and forward proposed change orders to the Engineer using City provided change order format. City staff will formally process, transfer draft change orders to City letterhead, obtain signatures, and distribute accordingly.
2. Analyze claims for validity, cost, and schedule impacts. Provide information to the City Engineer necessary to review and resolve the claim. The City Engineer shall be responsible for the consideration, negotiation and resolution of all claims. If requested by the Engineer, Consultant shall draft responses to claims for review and approval by the City Engineer. City staff will obtain final signatures and distribute responses to claims.

City of Santa Rosa
Construction Inspection Services Terms for
Capital Improvement Projects

Consultant shall:

A. Deliverables / Documentation

1. Prepare pre-construction photo log to identify pre-existing damage to the surface features (and the existing condition of areas that may be damaged by the Contractor) within Project limits. Give a duplicate copy to City. Labeled digital photos on CD are preferred.
2. Complete Daily Construction Reports and submit signed Reports to the Engineer for review by Monday morning at 9:00 a.m. the following week.
3. Take digital construction progress photos, label, and store in a logical manner to be turned over to the Engineer for review by Monday morning at 9:00 a.m. the following week.
4. Complete Weekly Statement of Working Days and submit signed Statements to the Engineer for review by Monday morning at 9:00 a.m. the following week.
5. Document all warnings given to the Contractor regarding safety Hazards.
6. Keep an up to date set of marked up drawings recording as-built conditions, or if required by Contract ensure that the Contractor is doing so.
7. Review Contractor's monthly payment requests, establish payment quantities, review materials on hand, prepare, sign, and date payment recommendations and submit to the Engineer for payment.
8. Create Punch List of outstanding items to be completed when the project is at substantial completion.
9. Make "Record Plan" redline revisions to the original project mylar drawings to show changes that occurred during construction.

B. Responsibility and Duties

1. The construction inspector's responsibilities and duties are consistent with industry standard practice and are described in the Caltrans Construction Manual, and the American Public Works Association publication titled "Management of Public Works Construction Projects."
2. The Construction Inspector is the "eyes and ears" of the Engineer and as such shall ensure compliance with the Contract Documents. The Construction Inspector is not authorized to make changes and shall notify the City Representative if any deviation from the Contract Documents appears to be necessary.
3. Have OSHA - Hazardous Waste Operations and Emergency Response training with a minimum current certification as a 24 Hour Occasional Site Worker.
4. Coordinate the handling and/or disposal of contaminated or hazardous materials with the contractor, specialty contractors, disposal sites, and City staff if contaminated or hazardous materials are encountered during construction. Sign manifests as necessary.
5. Be confined spaced trained and certified if inspection in confined spaces is required. Any confined space entry shall be carried out in accordance with Section 7-1.01L of City's specifications.

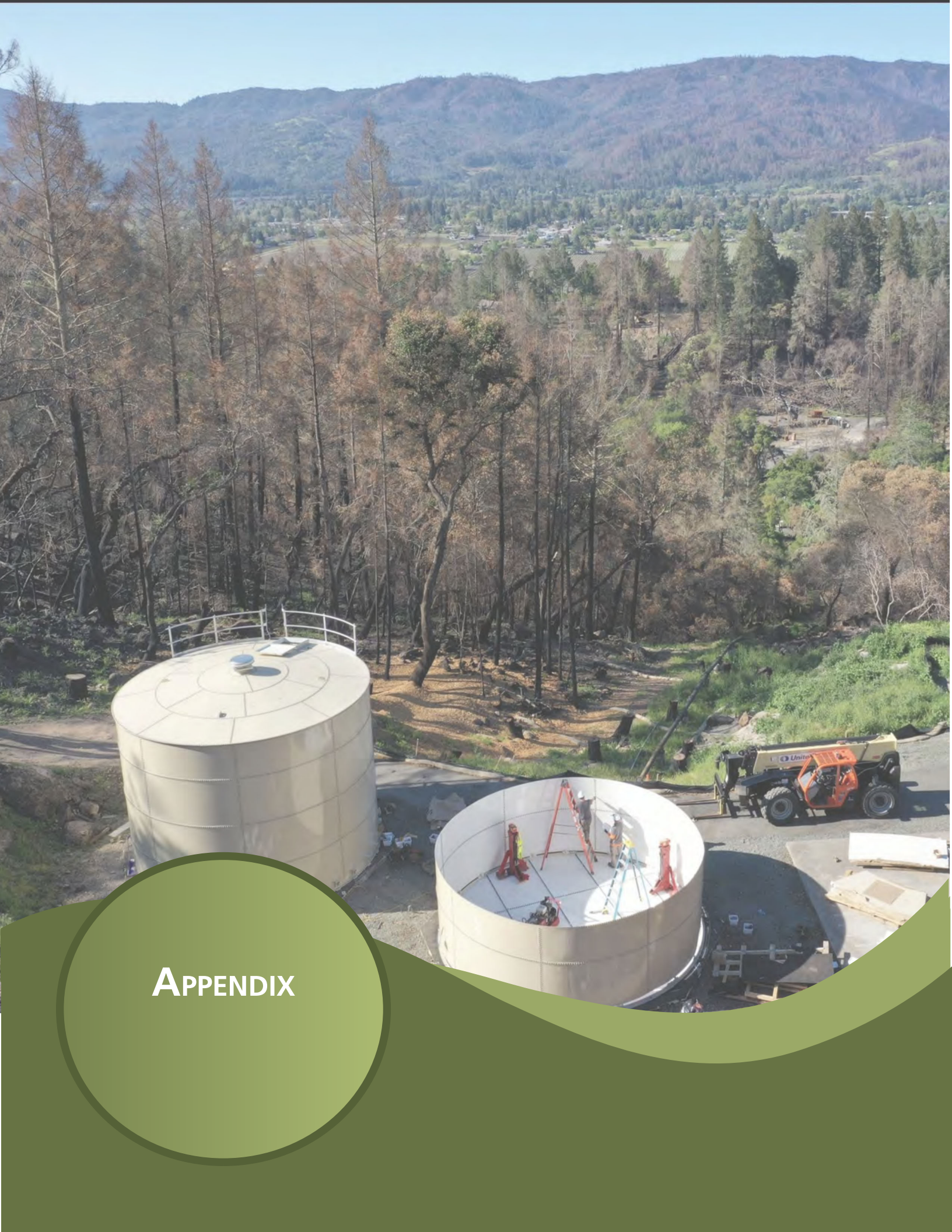
6. Witness sewer and water pressure and vacuum testing and document results in Daily Reports. Witness and document television inspection of sewer systems.
7. Review connections of all new service laterals to existing services prior to backfill and note the condition of the exposed portion of the existing service piping.

C. *Water Testing*

1. Perform water sampling for bacteriological clearance per the construction specifications. In the event that a Consultant inspector is unfamiliar with the procedure, the City will conduct the first sampling with Consultant as a training opportunity so the inspector can conduct any future bacteriological sampling that may be required.

D. *Public Relations*

1. Act as the primary contact for the public during construction. Meet with property owners and businesses to keep them informed of anticipated construction activities which may affect them.
2. Address complaints by meeting with members of the public in a timely manner. Follow up with Contractor to resolve any complaints. Maintain a log of complaints which includes the date of the complaint, name of complainant, address, type of complaint, date Contractor notified, and date complaint resolved/action taken.
3. Ensure Contractor provides required public notifications for construction activities.
4. Prepare agendas, coordinate, advertise, and lead any public meetings necessary during construction. Provide follow up contact with individuals. Maintain minutes of any meetings.



APPENDIX

WATER PUMP STATIONS

S-01 - 280 FOUNTAIN GROVE PARKWAY

- #1 Restricted access
- #2 Limited room for utility vehicles and equipment
- #3 Small laydown yard possible with permission from city
- #4 Complex site



S-04 - 2260 SONOMA AVENUE

- #1 Extremely restricted area
- #2 Easy access through gate the parking lot to site
- #3 Storage space for parts and materials with permission
- #4 Lots of room for utility vehicles and equipment
- #5 Surrounded by residential housing



S-10 - 4738 WOODVIEW DRIVE

- #1 Site has tight access and is on a steep hill
- #2 Restricted access
- #3 Boom crane Not a option unless it is a smaller crane
- #4 Very limited parking on roadway and onsite
- #5 Most likely a small forklift plus one utility vehicle will fit on site behind gate
- #6 No room for a laydown yard with parts and materials



S-13 - 801 WHITE OAK DRIVE

- #1 Inside of a gated community extremely restricted access
- #2 Once on site great access to worksite
- #3 Lots of room to work and room for utility vehicles and equipment to be stored
- #4 Laydown yard on site and good place for storage of parts and materials
- #5 Site not gated / no fence



WATER PUMP STATIONS

S-14 - 1051 WHITE OAK DRIVE

- #1 Inside of a gated community extremely restricted access
- #2 Alongside small residential roadway minimal traffic control needed
- #3 Laydown yard and room for parts and materials storage possible with permission
- #4 Room for utility vehicles and equipment on site
- #5 Site not gated / no fence



S-16 - 4177 CHANATE ROAD

- #1 Extremely extremely restricted area / behind multiple locked gates
- #2 Lots of room for utility vehicles and equipment
- #3 Heavy tree cover in some area/boom cranes may not be possible
- #4 Lots of room for storage and lay down possible with permission
- #5 Room for storage of parts and materials
- #6 Site does appear to be large



S-17 - 2750 FOUNTAIN GROVE PARKWAY

- #1 Restricted access but site is very large
- #2 Site is large enough to fit all utility vehicles and equipment plus storage and laydown yard with permission
- #3 Site and surrounding area is large enough to be possible laydown yard for the contractor all jobs while working on Lyft and discharge stations holding and secure all parts equipment and materials with permission from city of Santa Rosa



S-18 - 2195 FOUNTAIN GROVE PARKWAY

- #1 Gated But very roomy behind gates
- #2 Lots of room for utility vehicles and equipment
- #3 Great working space, extremely roomy



GENERATOR LOCATIONS

SLS-03 - 3987 CLEARBROOK COURT

- #1 Traffic control needed
- #2 All utility vehicles and equipment are usable on site
- #3 Very roomy site for construction
- #4 Small laydown yard possible outside of gates



SLS-04 - 4021 SKYFARM DRIVE

- #1 No traffic control needed
- #2 Site is roomy with lots of space to work
- #3 Lots of room for equipment and parts, all equipment fits on site
- #4 Room for utility trucks and equipment on site



SLS-5 - 3925 FAWN GLEN PLACE

- #1 Traffic control not needed
- #2 Site at the end of a court
- #3 Utility vehicles and equipment are all usable
- #4 Site is very tight once inside of the gates with small working space
- #5 Possible room for storage of equipment, materials, and supplies



SLS-09 - 601 PIEZZI ROAD

- #1 Site is located along side a country road, very little traffic control needed
- #2 Site is small but open and has shared parking with Santa Rosa facility for golf course Equipment
- #3 Possible laydown yard behind gate with permission of Santa Rosa facility
- #4 Good working space inside of gate of site
- #5 All utility vehicles and equipment able to fit on site
- #6 Parts and materials may be stored on site



GENERATOR LOCATIONS

SLS-10 - 1426 COUNTRY MANOR DRIVE

- #1 Traffic control needed, site adjacent to Greenville Road and is extremely busy all times of the day
- #2 Extremely small site hardly any room to work once inside the gates
- #3 No room for laydown yard or parts and materials onsite
- #4 Small boom crane may be possible to lift materials over the fence
- #5 Right next-door to a residential home



SLS-11 - W. COLLEGE AT FULTON ROAD

- #1 Traffic control needed during all entering and exiting of site and parts deliveries
- #2 Site is located at the intersection of two extremely busy street
- #3 Site is big enough for one utility vehicle plus one piece of equipment once inside the gate
- #4 Laydown yard possible behind the site with the permission of city of Santa Rosa
- #5 Site is next to residential housing



SLS-17 - 8810A OAKMONT DRIVE

- #1 Restricted access with limited parking.
- #2 Limited room for utility vehicles and equipment
- #3 On a busy road, traffic control will be needed for deliveries
- #4 Small laydown yard possible with permission
- #5 Small site overall and complex



SLS-18 - 3975 SHELTER GLEN WAY

- #1 Easy access site & lots of room
- #2 Limited traffic control needed on a private driveway to site
- #3 All utility vehicles and equipment fits
- #4 Parts for laydown yard plus storage for parts and materials and supplies are a possibility with permission
- #5 Site overall is very roomy



GENERATOR LOCATIONS

SLS-19 - 3710 NEWBURY COURT

- #1 Slightly restricted access behind gate
- #2 On a private driveway to site
- #3 Lots of room for parking of utility vehicles and equipment
- #4 Lots of room for utility vehicles and equipment to perform work behind gate
- #5 Definite room for storage of equipment , materials and supplies onsite
- #6 Residential homes on both sides of site



SLS-21 - 3919 FLINTRIDGE DRIVE, LIFT STATION E

- #1 Site is located at the end of the court /no traffic control needed possibly
- #2 Very easy access
- #3 All utility vehicles and equipment are usable very roomy site, once coned off
- #4 Site is a little small behind the gate / not much working space
- #5 Possible laydown yard for parts and materials in roadway if coned off with permission from city of Santa Ros



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Santa Rosa, CA 95401



In order to process your request, Cal OES is requesting a narrative detailing the scope of work and the work completed along with the following documentation. Documentation should apply only to those expenses incurred to complete the approved scope of work, whether or not those expenses were over or under the approved amount. The costs must be itemized and outlined in an easy to read manner, preferably on the enclosed forms. If you use your own forms, the information and layout should be similar to the attached forms.

A Cost Summary Report that breaks out the costs for each category of expenses. This will include the totals from each of the categories below.

Detailed summary sheets for labor, equipment, material, rental equipment, and contracts that show that the work performed and costs incurred were directly related to the scope of work. Actual invoices, payments, contracts, and timesheets are **not** required unless specifically requested. For instance, the force account labor summary sheet would include the name of each employee that performed work at that PW site, reference to the site, dates worked, base pay, overtime pay, benefits pay, and the total amount received. If the DSR is for emergency work (Categories A or B), only overtime pay is eligible.

Proper documentation of force account labor. Documentation must include regular time and overtime; a salary rates chart; a fringe benefits percentage and components rate chart; and time expense sheets (who, what, when, where, and how long for each employee). For emergency work (categories A and B), only overtime pay is allowed, however regular time can be included to substantiate equipment time usage.

Proper documentation of force account equipment costs. Documentation is to include an equipment rates chart and equipment expense sheets (what equipment, who used it, doing what, when, where, the hourly rate, and for how long for each day of use). Standby and idle time are not eligible although a full day will be paid if a piece of equipment is used intermittently for the majority of the day.

Proper documentation of rental equipment costs. Vendor equipment invoices must identify what was done, when, where, for how long, what kind of equipment, and the charges per project. Idle time is allowed.

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Proper documentation of force account material costs. These costs are to be included on the Materials Summary Report. Reimbursement is based on the purchase price and quantities taken from the applicant's stock. If invoices are not available, costs can be developed from the applicant's historical data or from vendors in the area. Donated materials are not eligible, although the value may be credited towards the applicant's cost share. Documentation is to include material use summary sheets (what was used, who used it, when, where, the quantity, and the unit price).

NOTE: Meal tickets are to be included here.

Proper documentation of purchased material and supply costs. These costs are to be included on the Materials Summary Report. Documentation is to include receipts and payment vouchers for each item and material use summary sheets (what was used, who used it, when, where, the quantity, and the unit price). Costs can be developed from the applicant's historical data or from vendors in the area.

Proper documentation of contract costs. Contracts are to include a copy of the signed contract and any change orders, payment invoices, and payment vouchers especially the final acceptance and payment.

Engineering/Design Services must be common to similar construction projects or necessary prior to completing the work. Documentation is to include copies of the final accepted design, engineers' reports and recommendations, a copy of the signed contract and any change orders, payment invoices, and payment vouchers, especially the final acceptance and payment.

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COST SUMMARY RECORD



Cal OES
 GOVERNOR'S OFFICE
 OF EMERGENCY SERVICES

Applicant			CDAА ID	CDAА Disaster #	DSR #
Location/Site	GPS N	GPS W	FEMA ID	FEMA Disaster #	Category
Description of Work Performed:					
	Hours	Costs	Comments		
Force Account Labor: Regular Time	#REF!	#REF!			
Force Account Labor: Overtime	#REF!	#REF!			
Force Account Equipment	#REF!	#REF!			
Force Account Material		#REF!			
Rental Equipment		#REF!			
Contracts		\$0.00			
Total		#REF!			



FORCE ACCOUNT LABOR SUMMARY RECORD



Cal OES
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 OF EMERGENCY SERVICES

Applicant	GPS N	CDAА ID	DSR #	CDAА Disaster #	FEMA Disaster #
	GPS N				
Location/Site	GPS W	FEMA ID	Category	Period Covering	
	GPS W				to

Description of Work Performed:

Name	Hours Worked Each Week							Total Hours	Hourly Rate	Benefit Rate/Hr	Total Hourly	Total Costs
	Week of											
Name	Reg.											
Job Title	O.T.											
Name	Reg.											
Job Title	O.T.											
Name	Reg.											
Job Title	O.T.											
Name	Reg.											
Job Title	O.T.											
Name	Reg.											
Job Title	O.T.											
This Page Force Account Labor Regular Time												\$ -
This Page Force Account Labor Overtime												\$ -
Other Pages Force Account Labor Regular Time								#REF!				#REF!
Other Pages Force Account Labor Overtime								#REF!				#REF!
Total Cost for Force Account Labor Regular Time								#REF!				#REF!
Total Cost for Force Account Labor Overtime								#REF!				#REF!

I CERTIFY THAT THE ABOVE INFORMATION WAS TRANSCRIBED FROM PAYROLL RECORDS, VENDOR INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT

Certified	Title	Date
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FORCE ACCOUNT EQUIPMENT SUMMARY RECORD



Cal OES
 GOVERNOR'S OFFICE
 OF EMERGENCY SERVICES

Applicant	GPS N	CDAА ID	DSR #	CDAА Disaster #	FEMA Disaster #
	GPS N				
Location/Site	GPS W	FEMA ID	Category	Period Covering	
	GPS W				to

Description of Work Performed:

Type of Equipment		Operator's Name	Hours Used Each Week							Costs		
Indicate size, capacity, horsepower, make, and model as appropriate	Equipment Code Number		Week of							Total Hours	Equip Rate	Total Cost
			Hours									
			Hours									
			Hours									
			Hours									
			Hours									
			Hours									
This Page Totals												\$ -
Other Page Totals										#REF!		#REF!
GRAND TOTALS										#REF!		#REF!

I CERTIFY THAT THE ABOVE INFORMATION WAS TRANSCRIBED FROM PAYROLL RECORDS, VENDOR INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT

Certified	Title	Date
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MATERIALS SUMMARY RECORD



Cal OES
 GOVERNOR'S OFFICE
 OF EMERGENCY SERVICES

Applicant	GPS N	CDA A ID	DSR #	CDA A Disaster #	FEMA Disaster #
	GPS N				
Location/Site	GPS W	FEMA ID	Category	Period Covering	
	GPS W			t	o

Description of Work Performed:

Vendor	Item Description	Qty	Unit Price	Total Price	Date Purchased	Date Used	Price Info From	
							Invoice	Stock
This Page Total				\$ -				
Other Pages Total				#REF!				
GRAND TOTAL				#REF!				

I CERTIFY THAT THE ABOVE INFORMATION WAS TRANSCRIBED FROM PAYROLL RECORDS, VENDOR INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT

Certified	Title	Date
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RENTAL EQUIPMENT SUMMARY RECORD



Applicant	GPS N	CDAА ID	DSR #	CDAА Disaster #	FEMA Disaster #
	GPS N				
Location/Site	GPS W	FEMA ID	Category	Covering	
	GPS W				to

Description of Work Performed:

Type of Equipment Indicate size, capacity, horsepower, make, and model as appropriate	Dates and Hours used	Rate Per Hour		Total Cost	Vendor	Invoice #	Date and Amount Paid	Check #
		W/Opr	W/Out Opr					
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	
							\$ -	

This Page Total	#REF!
Other Pages Total	#REF!
GRAND TOTAL	#REF!

I CERTIFY THAT THE ABOVE INFORMATION WAS TRANSCRIBED FROM PAYROLL RECORDS, VENDOR INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT

Certified	Title	Date
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CONTRACT WORK SUMMARY RECORD



Cal OES
 GOVERNOR'S OFFICE
 OF EMERGENCY SERVICES

Applicant		GPS N	CDA A ID	DSR #	CDA A Disaster #	FEMA Disaster #
		GPS N				
Location/Site		GPS W	FEMA ID	Category	Covering	
		GPS W				to
Description of Work Performed:						
Dates Worked		Contractor	Billing/Invoice Number	Amount	Comments - Scope	
	to					
	to					
	to					
	to					
	to					
	to					
	to					
	to					
	to					
	to					
GRAND TOTAL				\$	-	
I CERTIFY THAT THE ABOVE INFORMATION WAS TRANSCRIBED FROM PAYROLL RECORDS, VENDOR INVOICES, OR OTHER DOCUMENTS THAT ARE AVAILABLE FOR AUDIT						
Certified			Title		Date	

Exhibit B

Compensation

Detailed Fee Estimate for Construction Management & Inspection



Client Name: City of Santa Rosa
 Project Description: Backup Generators - Water and Wastewater Facilities
 Date: July 12, 2022

Fees Below are Valid from July 1, 2022 through June 30, 2023

Classification:	Project Manager	Construction Manager	Construction Inspector	Construction Inspector OT	Construction Assistant	Admin	Direct Costs	Total Hours	Total Costs	Remarks
Hourly Rates:	\$200	\$225	\$165	\$185	\$185	\$80				
Task 1 - Pre-Construction Meeting & Start up	24	80	60			40		204	\$35,900	
Task 2 - Submittal Management		100						100	\$22,500	
Task 3 - Schedule Management		200						200	\$45,000	
Task 4 - Daily Field inspection & Documentation	240		1465	100		150	\$22,000	1,955	\$342,225	Based on 183 working days
Task 5 - Requests for Information (RFI)		200						200	\$45,000	
Task 6 - Construction Management		110						110	\$24,750	Based on 5.5 hrs/day for CM for 183 days
Task 7 - Change Order Management		80						80	\$18,000	
Task 8 - Payment Management		80						80	\$18,000	Based on 10 pay estimates
Task 9 - Progress Meetings		120						120	\$27,000	Based on weekly progress meetings
Task 10 - Public Relations and Notifications	40					80		120	\$14,400	
Task 11 - Reporting		120						120	\$27,000	
Task 12 - Claims Avoidance & Conflict Resolution (T&M As Needed)								0	\$0	
Task 13 - Closeout & Record Drawings								0	\$0	
Vehicle - Inspector							\$24,375	0	\$24,375	Vehicle charge of \$15/hr
Hours Subtotal	304	1,090	1,525	100	0	270		3,289	\$644,150	Subtotal 7/1/22 - 6/30/23
Cost Subtotal	\$60,800	\$245,250	\$251,625	\$18,500	\$0	\$21,600	\$46,375			

Detailed Fee Estimate for Construction Management & Inspection



Client Name: City of Santa Rosa
 Project Description: Backup Generators - Water and Wastewater Facilities
 Date: July 12, 2022

Fees Below are Valid from July 1, 2023 through June 1, 2024

Classification:	Project Manager	Construction Manager	Construction Inspector	Construction OT	Construction Assistant	Admin	Direct Costs	Total Hours	Total Costs	Remarks
Hourly Rates:	\$205	\$230	\$170	\$190	\$190	\$85				
Task 1 - Pre-Construction Meeting & Start up								0	\$0	
Task 2 - Submittal Management		60						60	\$13,800	
Task 3 - Schedule Management		220						220	\$50,600	
Task 4 - Daily Field inspection & Documentation	250		1500	120		150	\$22,000	2,020	\$363,800	Based on 187 working days
Task 5 - Requests for Information (RFI)		200						200	\$46,000	
Task 6 - Construction Management		150						150	\$34,500	Based on 5.5 hrs/day for CM for 187 days
Task 7 - Change Order Management		120						120	\$27,600	
Task 8 - Payment Management		80						80	\$18,400	Based on 10 pay estimates
Task 9 - Progress Meetings		80						80	\$18,400	Based on weekly progress meetings
Task 10 - Public Relations and Notifications	40					80		120	\$15,000	
Task 11 - Reporting		120						120	\$27,600	
Task 12 - Claims Avoidance & Conflict Resolution (T&M As Needed)								0	\$0	
Task 13 - Closeout & Record Drawings	8	120	80			40		248	\$46,240	
Vehicle - Inspector							\$25,500		\$25,500	Vehicle charge of \$15/hr
Hours Subtotal	298	1,150	1,580	120	0	270		3,418	\$687,440	Subtotal 7/1/23 - 6/30/24
Cost Subtotal	\$61,090	\$264,500	\$268,600	\$22,800	\$0	\$22,950	\$47,500			

Hours Total	602	2,240	3,105	220	0	540		6,707	\$1,331,590	Total Not to Exceed
Cost Total	\$121,890	\$509,750	\$520,225	\$41,300	\$0	\$44,550	\$93,875			

Contingency (15%)	\$	199,738.50
Grand Total	\$	1,531,328.50

FEE SCHEDULE

GREEN VALLEY CONSULTING ENGINEERS

Hourly Rates

(Effective January 2022)

*Prevailing wage rates subject to DIR increases

Expert Witness	\$450/hr Plus Expenses
Principal	\$225
Project Manager	\$165-\$235
Project Engineer	\$155-\$210
Construction Manager	\$185-\$235
Assistant Construction Manager	\$150-\$215
Staff Engineer	\$125-\$165
CAD Technician	\$115-\$145
Survey Crew	\$180-\$265
Professional Land Surveyor	\$180
Field Personnel	\$115-\$145
Construction Inspector	\$145-\$185
Construction Inspector Overtime	\$175-\$200
Construction Inspector Night	\$175-\$215
Prevailing Wage Inspector	\$155-\$190*
Prevailing Wage Overtime	\$175-\$200*
Prevailing Wage Double Overtime	\$200-\$235*
Prevailing Wage Night	\$175-\$200*
Prevailing Wage Night OT	\$195-\$215*
Prevailing Wage Night OT Double	\$240-\$255*
Administrative/Word Processing	\$80-\$100
Vehicle Rate	\$15.00/hour

Employee time will be billed in accordance with the fees listed above. For non-professional employees, time spent over 8 hours per day, time spent on evening or night shifts, and time spent on Saturdays will be charged at 1.5 times the hourly billing rate. Time spent in excess of 12 hours a day or work performed on Sundays or holidays will be charged at 2.0 times the hourly billing rate. All field personnel charges are portal to portal. Professional employees will not be charged out at premium charge rates for overtime work.

Use of Company-Owned Equipment and Specialized Supplies

The cost of using company-owned equipment and specialized supplies is included in the hourly rates billed to our projects.

Miscellaneous External Expenditures

Miscellaneous external expenditures, such as those costs associated with blueprints, and reproduction of originals will be billed at the actual cost. Subconsultant charges will be billed at cost unless specified otherwise. Mileage will be billed at current IRS rates.

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.

3. 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.
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.

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.

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
 - (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential

component of any system, or as critical technology as part of any system;
or

- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

3. Exceptions.

- (a) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (b) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - (I) Are not used as a substantial or essential component of any system;
and
 - (II) Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- (a) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall

describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

L. Domestic Preference for Procurements

1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
2. For purposes of this clause:
 - (a) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (b) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.









Professional Services Agreement-Federal v02 - CMI Backup Generators

Final Audit Report

2022-09-06

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