

**CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH COASTLAND CIVIL ENGINEERING
AGREEMENT NUMBER _____**

This "Agreement" is made as of this ____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and Coastland Civil Engineering, a California Corporation ("Contractor").

R E C I T A L S

- A. City desires to complete Construction Management and Inspection Services for Skyfarm 'A' and Hansford Court Lift Station Reconstruction Project. The lift stations were destroyed during the 2017 Tubbs Fire.
- B. City desires to retain a responsible and qualified firm to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to this Agreement.
- C. Contractor represents to City that it is a responsible firm composed of highly trained professionals with the ability and skills necessary to successfully perform the services hereunder under the terms and conditions of this Agreement.
- D. The parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

b. The payments prescribed herein shall constitute all compensation to Contractor for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Contractor, travel expenses, telephone charges, copying and reproduction, computer time, and any and

all other costs, expenses and charges of Contractor, its agents and employees. In no event shall City be obligated to pay late fees or interest, whether or not such requirements are contained in Contractor's invoice.

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of three-hundred, twenty-eight thousand, one-hundred and eight dollars and no cents (**\$328,108.00**). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from Charge Numbers **70799 and 70800**.

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:

Mark Kasraie, PE
69 Stony Circle
Santa Rosa, CA 95401
(707) 543-3857

Contractor Representative:

Mike Janet
1400 Neotomas
Santa Rosa, CA 95405
(707) 571-8005

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 **December 31, 2022**.

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:

 X 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, photostatting, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. 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.

19. 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.

20. 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.

21. 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.

Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm: Coastland Civil Engineering

TYPE OF BUSINESS ENTITY (*check one*):

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

CITY OF SANTA ROSA
a Municipal Corporation

By: _____

Print
Name: _____

Title: _____

By:

Print Name: _____

Title:

By:

Print Name: _____

Title:

06500522

Exhibit C – Federal Provisions

Office of the City Attorney

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.



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

Revised March 24, 2020
February 7, 2020

Exhibit A

Mark Kasraie
City of Santa Rosa
Transportation and Public Works Department
69 Stony Circle
Santa Rosa, CA 95401

Subject: Cost Proposal: Construction Management and Inspection for Skyfarm A and Hansford Lift Station Reconstructions – Fire Related (C02201)

Dear Mr. Kasraie:

Thank you for providing us with the opportunity to present our revised cost proposal for the City's Skyfarm A and Hansford Lift Station Reconstructions project. Based on the Scope of Services detailed in our proposal, we have prepared a comprehensive budget that identifies staffing rates, total hours and costs per task and direct expenses.

We propose to provide our services on a time-and-materials basis with a not-to-exceed amount. Our proposal is based on a project duration of 195 working days with part-time construction management at 12 hours per week. We propose to provide ¼ time inspection at 40 hours per week, due to long lead equipment we are including 100 hours of overtime inspection to cover typical overruns.

Our proposal also includes factors such as attending meetings, project closeout and vehicle costs. Based on these items, we estimate the not-to-exceed fee to be \$298,280.00 (see *Work Estimate* on following page). If the contract time extends beyond 195 working days, or the scope or level of services change, our costs may also increase. Similarly, if the contract time is reduced, charges will decrease accordingly.

Our proposal also includes contingency funds and time extensions for unanticipated extra work which shall be utilized only with prior written approval from the city's Project Manager.

- Contingency funds: \$29,828.00
- Time extension: 19.5 days

The total cost with the 10% contingency funds is \$328,108.00.

This cost proposal shall remain a firm offer for a period of 90 days from the submission deadline of the proposal. We thank you for this opportunity and look forward to working with you.

Sincerely,

John Wanger, PE
CEO

Mike Janet
Construction Manager

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
324 Campus Lane, Ste. A
Fairfield, CA 94534
Tel: 707.702.1961

www.coastlandcivil.com



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

Revised March 24, 2020
February 7, 2020

Mark Kasraie
City of Santa Rosa
Transportation and Public Works Department
69 Stony Circle
Santa Rosa, CA 95401

Subject: Proposal to Provide Construction Management and Inspection for:
• C02201 – Skyfarm A and Hansford Lift Station Reconstructions – Fire Related

Dear Mark:

Coastland's team lives and works in Santa Rosa and has genuine invested interest in the success of the City's projects. For completion of the construction of these projects, the City will need a consultant that not only will act as the City's liaison with the contractor but also has the necessary project-specific experience. The projects will require local staffing resources and a partnership with City staff that is built on collaboration, responsiveness and trust. We believe this uncommon partnership can only be presented by a local team with a long-term, positive track record serving Santa Rosa.

Headquartered in Santa Rosa, Coastland offers just that. We have proudly served the City for over 20 years and we believe we have established a level of trust with City staff. Our approach to our projects focuses on acting as an extension of City staff, providing personal, flexible and responsive service.

Please consider the following benefits of the Coastland team:

- ✓ **Long standing relationship and understanding of project needs**—Over the past 20 years, Coastland has provided construction management and inspection services on many capital improvement projects within Santa Rosa, including recent projects such as the Llano Trunk Lining – W. College Utilities and W. 3rd Street, Oakmont Sewer Main Upsizing and Station 2 Emergency Generator Replacement and Station 3 Power Filter Installation project. Our knowledge of the City, local businesses and regulatory agencies will result in rapid response times and fewer demands on City staff time. We understand the City's and community's needs on these projects and what is required to ensure success.
- ✓ **Local and experienced team**—Mike Janet, Principal and Construction Services Manager, will serve as the Principle in Charge and Construction Manager. Mike has been involved in the construction of more than 60 public works projects with Santa Rosa, including the Santa Rosa Avenue Widening project. Through his personal experience, Mike has an in-depth understanding of the City's organization and expectations and how to provide a cost-effective approach to this project. Mike can be reached at the office by phone (707.571.8005) or email (janet@coastlandcivil.com) to offer assistance with questions regarding this proposal.
- ✓ **Coastland is well-founded and dependable**—We have provided similar services to public agencies in northern California for over 28 years. Over 90% of our work is from repeat clients, attesting to client confidence and satisfaction.

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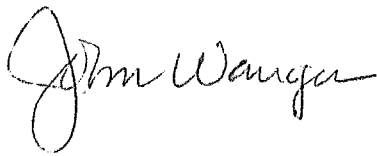
Mr. Mark Kasraie
Revised March 24, 2020
February 7, 2020

- ✓ **We'll make this project a priority**—Coastland offers a depth of available staff that will ensure your project gets the attention it deserves. Mike Janet, Principal and Construction Services Manager, will provide general project oversight and will meet with the City, as needed. Clark Stauffer will provide construction management and engineering support services. Our Inspector, Stewart Ayres, is highly experienced and capable to provide thorough and complete inspection services. We are committed to become a true extension of Santa Rosa's staff and collaborate with the many project stakeholders.

In preparation of this proposal we have reviewed the RFP, construction documents and performed a site visit. Per the RFP, our cost proposals and fee schedules are submitted in separate envelopes. This proposal and its associated costs shall remain a firm offer for a period of 90 days from the submission deadline of the proposal.

We appreciate this opportunity and look forward to working with you on these projects. As CEO of Coastland I am authorized to sign contracts on behalf of the company.

Sincerely Yours,



John Wanger, PE
CEO
wanger@coastlandcivil.com



Mike Janet
Construction Services Manager
janet@coastlandcivil.com



PROJECT TEAMS

COMMITMENT

You can be confident knowing our team has the proven expertise to assist the City on a variety of levels. Our team is flexible and dedicated to meeting the needs of the City and will work closely with you to share our experience gained from similar projects and serving public agencies. The team organization chart identifies proposed personnel with respective lines of communication. We will not replace any proposed personnel without prior approval of the City.

AVAILABILITY

It will be important for the selected team to be fully committed and available to successfully execute this project. This will ensure every detail is observed and facilitate timely response to inquiries from the City. Coastland has strategically proposed on several projects released within the master RFP and has given critical thought to the scheduling of team members. We have proposed Mike Janet to provide construction management on Skyfarm A and Hansford Lift Station Reconstructions. Mike's schedule allows him to dedicate 12-15 hours a week to the management of this project. In addition, Coastland has qualified and familiar staff available as back up if needed.

Our goal is to be accessible, flexible and efficient. The availability of our proposed staff will ensure that this goal is accomplished.

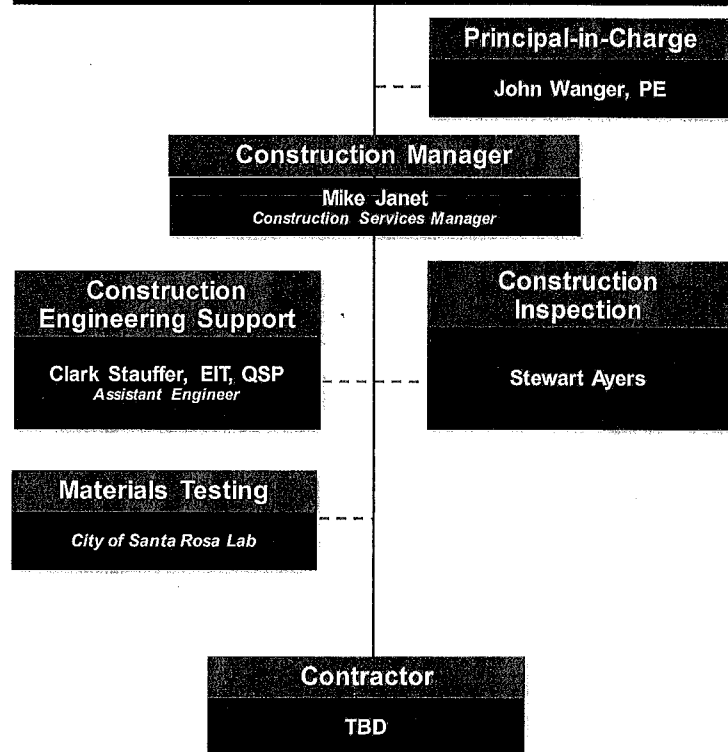
STAFFING STABILITY

Coastland is well-founded and dependable. Having served public agencies exclusively for over 28 years from our Santa Rosa office, we understand the staffing requirements and flexibility required by cities and special districts. Coastland's team continues to grow and we have expanded and improved our staffing and services to meet our clients' needs. We have long-term relationships with many of our clients, stretching as long as 20 years. **Our record of repeat clients, combined with the growth of our staff, attests to the client confidence and staffing stability.** With a staff of over 60, Coastland has ample resources to respond to the City's requests, while still providing a highly personal approach which is not often found in larger firms.

ACCESSIBILITY

Coastland staff can meet regularly with City staff and are accessible to the City via phone and email. For the City's convenience, all services can be accessed by contacting one primary contact: Mike Janet. The City can be assured prompt responses to inquiries.

City of Santa Rosa Transportation and Public Works *Mark Kasraie, Project Manager*

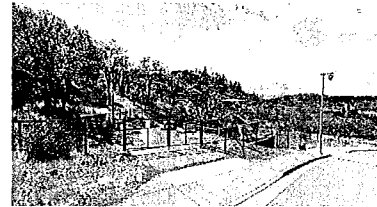


WORK PLAN

PROJECT UNDERSTANDINGS

SKYFARM A AND HANSFORD LIFT STATION RECONSTRUCTIONS

The City of Santa Rosa desires to reconstruct the Skyfarm and Hansford Ct. Lift Stations, both of which were severely damaged during the Tubbs fire. The lift stations are both currently in operation so construction coordination will be critical to avoid any disruptions to the flows. Coastland is currently providing construction management and inspection services for the Station 2 Emergency Generator Replacement and Station 3 Power Filter Installation Project which provides us direct and applicable experience in both installation of emergency generators and in equipment start up and commissioning. The City has estimated the construction cost for this project to be approximately \$3,785,000.00.



Skyfarm A Lift Station

The scope of construction will include:

- Demolition of the Skyfarm pump house;
- Removal of the emergency generators at both sites;
- Removal of existing mechanical and electrical equipment at both sites;
- Construction of new Skyfarm CMU pump house, from foundation up;
- Installation of a new diesel generator, ATS and harmonic filter;
- Installation of new electrical panels and MCCs at both sites;
- New pumps at Skyfarm A;
- New submersible pumps at Hansford Ct.;
- Site improvements, including paving and concrete pads;
- New PLC controls and updated SCADA communication;
- New PG&E transformer at Hansford Ct.

Critical issues to address in the management of this project:

- Possible hazardous materials created by the Tubbs fire;
- Limited construction staging area at both sites;
- Work within residential neighborhood and communications with residents;
- Coordination with PG&E for the transformer installation;
- Maintaining pumping operations during construction;
- Close coordination with City staff during the cut over to the new pumping equipment;
- Equipment start up and commissioning;
- Close coordination with UFO staff in integrating and testing PLC and SCADA control systems;
- Installation of emergency generators.

The project is expected to begin construction in May of 2020 with completion in February 2021. Working days are determined to be 195.



DETAILED PROJECT APPROACH

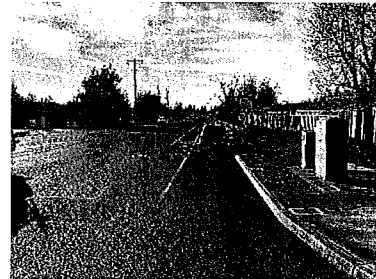
Coastland's overall approach to these projects focuses on partnering with the City and the community directly affected by this project. The partnership with the City will be accomplished by keeping the City informed regarding costs, changes, public relations, and construction progress. From the onset of the project our focus on partnering with those both impacted by and benefiting from the project, we will establish the lines of communication and foster good relationships with stakeholders. Coastland's standard project management processes are aligned with the APWA guideline for Construction Project Management.

Coastland has extensive experience with the City's contract administration processes. Coastland also has experience coordinating construction projects with City operations staff, specifically during startup of mechanical and electrical systems.

For those projects that will affect traffic, as part of our public relations program, we will distribute notices and meet with businesses and residents within and adjacent to the project limits. Our team understands the Pavement Preventative Maintenance project will affect traffic on several high-volume streets, and proactive public outreach efforts are imperative in order to minimize public inconvenience. Our team understands the importance of nurturing trust with the public by promoting open communication throughout construction, especially on a project with the potential to significantly impact local businesses. One of our inspector's key responsibilities will be to ensure sidewalks and driveways are kept open to maintain access to businesses.



*R7 Road Access Stabilization
Project - Yerba Buena Drive*



*Pavement Preventative
Maintenance Project – Petaluma
Hill Road*

Coastland foresees several critical issues on all four projects that will require particular attention:

ISSUE	SOLUTION
<ul style="list-style-type: none"> Public information program to alert drivers, businesses and residents of the potential traffic impacts during the Pavement Preventative Maintenance project Maintaining Pumping Operations at Skyfarm A Lift Station, Hansford Ct. Lift Station and Pump Station 15 Complex mechanical, 	<ul style="list-style-type: none"> Communication with the business community, using door hangers and door to door visits when practical. Well planned and implemented traffic control including PCMS providing drivers with advance notice of potential traffic impacts. Collaboration with City staff to update the City's website with current project information. Coordinate construction activities with transit facility/operations. Maintain driveway access for retail, service and supply businesses. Thorough review of the contractor's bypass pumping plan, and ongoing oversight of pumping maintenance . Monitoring the contractor's operation to protect the temporary pumping systems. Close coordination with City operations staff. Seasonal constraints – wet weather flow may prohibit work. Generators and coordination with SR Fire and City



electrical and automated control systems

- Project work with residential neighborhoods - all projects
- Construction safety - specifically truck traffic

Operations Staff.

- Electrical safety during construction.
- Well implemented Lock Out Tag Out program
- Careful submittal review with Operations Staff
- Oversight of contractor's performance of a complete operations and maintenance training program.
- Well developed cut over and commissioning plans.
- Confined space entry during the tank coating process.
- Communicate with the community to ensure that the pedestrian travel paths are clearly and effectively marked with barricades and signage.
- Assure that the traffic control plan includes ADA compliant pedestrian access.
- Monitor the contractor's maintenance of pedestrian access.
- Review the contractor's staging and truck routing plan before the work starts.
- Verify that the truck drivers receive instruction from the contractor regarding vehicle safety and the traffic controls in place on the job.

Coastland understands the importance of hands-on coordination with all project stakeholders. The City's key staff will be provided the CM's weekly project status reports each Monday and inspection reports and weekly statements will be transmitted upon request. Coastland will maintain a complete red-line drawing set during construction and submit a record plans at the completion of the project and provide any documentation for changes to bid set.

Each of Coastland's proposed inspectors, have at least 35 years of experience that includes building relationships and coordinating with contractors, clients, and stakeholders.

Coastland's involvement in over 60 similar projects within Santa Rosa establishes us as extremely experienced in understanding the needs of the City, its residents, and how to effectively communicate project progress to all parties involved.

Municipal engineering and construction management services are the core of our business. Having provided day-to-day municipal engineering to many cities within Sonoma County, our team can provide insight to problems or issues which other consultants may not have had hands-on, practical experience. If selected for these services, Coastland will build upon our existing knowledge of Santa Rosa and apply our extensive construction inspection experience to add to the City's success. This will result in effective

5 Project Completion

- ✓ Final Completion & Acceptance
- ✓ Project Closeout: Transmit all Documentation to Client
- ✓ Post-Construction Meeting

4 Construction

- ✓ Daily Field Inspections & Documentation
- ✓ Public Relations
- ✓ Progress Meetings & Status Reports
- ✓ Construction Management
- ✓ Cost & Schedule Management

3 Pre-Construction

- ✓ Constructability/Review/Value Engineering
- ✓ Site Visit & Documentation
- ✓ Pre-Construction Meeting & Establish Communication Procedures
- ✓ Assemble Project Files in Accordance with Client's Standard Format

2 Implement Quality Control Program

- ✓ Designate Quality Control Engineer to Ensure Project Goals are Met
- ✓ Identify Team Responsibilities & Project/Client Requirements
- ✓ Ongoing: Regularly Monitor Progress & Keep Client Informed

1 Become Familiar with Project & Assign Key Roles

- ✓ Review Construction Documents
- ✓ Determine Client's Needs & Project Objectives
- ✓ Assemble Team that Meets Client's Needs & Project Objectives



communication and positive project progress. We are excited about this opportunity and we look forward to working with the City of Santa Rosa on these projects.

SCHEDULE

Coastland has reviewed the project site conditions, the project documents (plans and specifications) and based on our experience in managing construction projects, we have prepared a preliminary schedule of probable construction duration in working days.

ABILITY TO MEET SCHEDULE

To ensure that construction management and inspection services are performed smoothly and consistently for the duration of the projects, we have proposed a team that provides depth of coverage. The CM and Inspection teams proposed for these projects will remain on the project for their duration.

The primary inspector proposed on each project is not scheduled to work on other projects during the planned duration of that project. The CM proposed for the project has sufficient hours available to manage the project based on the planned project timeline.



SCOPE OF SERVICES

Per the RFP and based on our understanding of the City's needs, our proposed scope of services based on the APWA publication, "Management of Public Works Construction Projects", is as follows:

To successfully deliver public work projects our team focuses on:

1. Quality of the work;
2. Teamwork and trust;
3. Managing scope, budget and quality in delivering a successful project;
4. Clearly defined roles and responsibilities;
5. Adherence to the contract requirements and applicable regulations;
6. The quality of the contract plans and specs is critical;
7. Transparency in the administration of the contract;
8. Attention to detail and complexity of the project;
9. Fair assignment of risk;
10. Proactive claims avoidance.

CONSTRUCTION MANAGEMENT

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.
2. The CM is the primary point of contact and is responsible for the contract administration. 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 weekly 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, and special inspection per Contract Statement of Special Inspections.

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 two 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 your 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 am the following week.
5. Complete all documentation and coordination required for final acceptance and closeout of construction contracts.

D. SUBMITTAL MANAGEMENT

1. Receive, stamp submittal, 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

___ No exceptions

___ Make Corrections Noted

___ Revise and Resubmit

___ Not Reviewed

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.



CONSTRUCTION INSPECTION

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 files/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 am the following week.
4. Complete Weekly Statement of Working Das and submit signed Statements to the Engineer for review by Monday morning at 9:00 am 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.

C. 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.





COASTLAND

SCHEDULE OF HOURLY RATES

July 01, 2019 through June 30, 2020

PROFESSIONAL SERVICES

Principal Engineer	\$200-220/hour
Supervising Engineer	\$170-200/hour
Senior Engineer	\$155-180/hour
Associate Engineer	\$140-155/hour
Assistant Engineer	\$125-140/hour
Junior Engineer	\$115-130/hour
Engineering Assistant	\$120-150/hour
Senior Engineering Technician	\$140-160/hour
Engineering Technician	\$120-140/hour
Engineering Aide	\$95-115/hour
Resident Engineer	\$155-180/hour
Construction Manager	\$160-180/hour
Construction Inspector*	\$130-165/hour
Construction Administrator	\$85-95/hour
Building Plan Check Engineer/Architect	\$140-175/hour
Building Official and/or CASp	\$150-180/hour
Supervising Building Inspector	\$150-170/hour
Senior Building Inspector	\$120-145/hour
Building Inspector (I & II)	\$95-125/hour
Senior Plans Examiner	\$125-140/hour
Plans Examiner (I & II)	\$105-120/hour
Supervising Permit Technician	\$115-130/hour
Senior Permit Technician	\$95-115/hour
Permit Technician (I & II)	\$85-95/hour
Administrative	\$85-95/hour
VEHICLE	\$15-20/hour
MILEAGE	\$0.68/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- When applicable, mileage or vehicle rates will be charged, but not both.
- * Includes services subject to prevailing wage rates.

Exhibit B

WORK ESTIMATE										
Skyfarm A Lift Station Reconstruction- Fire Related (C02201)		PROPOSAL FOR CM & INSPECTION SERVICES						City of Santa Rosa		
TASK INFORMATION								HOURS AND COST INFORMATION		
Task No. (Coastland Code)	Task Information	Principal Engineer	CM	Inspector #1	Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	Comments
		\$195	\$165	\$140	\$210	\$85				
1	Pre-Construction Meeting		2	2		1		5	\$695	Agendas / conduct meeting
2	Site Visit & Documentation		1	4		1		6	\$810	Job walk / photos/Meet with City
3	Project Start-Up		6	10		2		18	\$2,560	Assemble filing / CM program
4	Daily Field Inspections & Documentation			430				430	\$60,200	Based on 195 working days
4a	Overtime Inspection				65			65	\$13,650	
4c	Special Inspection									
5	Progress Meetings/Other Mtgs	0	52	52		26		130	\$18,070	Assume attendance @ 39 mtgs (CM & Inspector)
6	Status Reports & Documentation		52	80		26		158	\$21,990	Review progress/documentation
6a	Reports		26	52		12		90	\$12,590	Status /Daily Updates to City
6b	Submittal Management		26	12		12		50	\$6,990	Based on 40 submittals
6c	Requests For Information		20	8		8		36	\$5,100	Based on 25 RFI's
6d	Change Order Management		5	5		3		13	\$1,780	Based on 5 change order
7	Construction Management		26					26	\$4,290	
8	Cost and Schedule Management		20	5		5		30	\$4,425	Based on 10 monthly payments & CPM updates
9	Public Relations & Outreach		36	72		0		108	\$16,020	Notices/meeting/coordination etc
10	Conflict Resolution & Claim Management							0	\$0	Time and Materials if needed
11	Utility Coordination		12	12				24	\$3,660	Coordination/spot inspection
12	Post Construction Meeting		2	2				4	\$610	Walk through
13	Project Closeout		8	8		4		20	\$2,780	As-builts / files
	Photographs & video						\$65		\$65	
	Vehicle/Equipment expenses						\$14,625		\$14,625	975 hours x \$15/hr= \$14,625
	Total Hours	0	294	754	65	100		1,213		
	Subtotal	\$0	\$48,510	\$105,560	\$13,650	\$8,500	\$14,690		\$190,910	
	Contingency (10%)								\$19,091	
	Project Total with contingency	\$0	\$53,361	\$116,116	\$15,015	\$9,350	\$16,159		\$210,001	

NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime work.

1 Based on 195 working days.

2 Based on 0.75 time inspection at 40 hours per week during construction . 100 hours of overtime have been included for typical overruns.

3 Based on part time construction management of 12 hours per week

4 Based on an estimated number of RFI's, change orders and submittals shown above.



WORK ESTIMATE

Hansford Lift Station Reconstruction- Fire Related (C02201)		PROPOSAL FOR CM & INSPECTION SERVICES						City of Santa Rosa		
TASK INFORMATION								HOURS AND COST INFORMATION		
Task No. (Coastland Code)	Task Information	Principal Engineer	CM	Inspector #1	Inspector OT	Admin	Direct Costs	Total Hours	Total Costs	Comments
		\$195	\$165	\$140	\$210	\$85				
1	Pre-Construction Meeting		2	2		1		5	\$695	Agendas / conduct meeting
2	Site Visit & Documentation		1	4		1		6	\$810	Job walk / photos/Meet with City
3	Project Start-Up		6	10		2		18	\$2,560	Assemble filing / CM program
4	Daily Field Inspections & Documentation			220				220	\$30,800	Based on 195 working days
4a	Overtime Inspection				35			35	\$7,350	
4c	Special Inspection									
5	Progress Meetings/Other Mtgs	0	28	28		14		70	\$9,730	Assume attendance @ 39 mtgs (CM & Inspector)
6	Status Reports & Documentation		28	40		14		82	\$11,410	Review progress/documentation
6a	Reports		14	28		8		50	\$6,910	Status /Daily Updates to City
6b	Submittal Management		14	8		8		30	\$4,110	Based on 40 submittals
6c	Requests For Information		12	4		4		20	\$2,880	Based on 25 RFI's
6d	Change Order Management		5	5		2		12	\$1,695	Based on 5 change order
7	Construction Management		14					14	\$2,310	
8	Cost and Schedule Management		12	5		5		22	\$3,105	Based on 10 monthly payments & CPM updates
9	Public Relations & Outreach		24	48		0		72	\$10,680	Notices/meeting/coordination etc
10	Conflict Resolution & Claim Management							0	\$0	Time and Materials if needed
11	Utility Coordination		8	8				16	\$2,440	Coordination/spot inspection
12	Post Construction Meeting		2	2				4	\$610	Walk through
13	Project Closeout		4	4		1		9	\$1,305	As-builts / files
	Photographs & video						\$35		\$35	
	Vehicle/Equipment expenses						\$7,935		\$7,935	529 hours x \$15/hr= \$7,935
	Total Hours	0	174	416	35	60		685		
	Subtotal	\$0	\$28,710	\$58,240	\$7,350	\$5,100	\$7,970		\$107,370	
	Contingency (10%)								\$10,737	
	Project Total with contingency	\$0	\$31,581	\$64,064	\$8,085	\$5,610	\$8,767		\$118,107	

NOTES: Coastland reserves the right to adjust estimated hours should the Contractor schedule additional crews or overtime work.

1 Based on 195 working days.

2 Based on 0.75 time inspection at 40 hours per week during construction . 100 hours of overtime have been Included for typical overruns.

3 Based on part time construction management of 12 hours per week

4 Based on an estimated number of RFI's, change orders and submittals shown above.

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 with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
2. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
3. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. Equal Employment Opportunity

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

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.