

**THIRD AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT NUMBER F000983
WITH MV TRANSPORTATION, INC.**

This Third Amendment to Agreement number F000983, dated July 30, 2015 ("Agreement") is made as of this _____ day of _____, 2020, by and between the City of Santa Rosa, a municipal corporation ("City"), and MV Transportation, Inc., a California Corporation ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to provide ADA Paratransit Service for Santa Rosa and deviated fixed route service for Oakmont.
- B. The City has determined that reduced service levels directed in response to the novel coronavirus ("COVID-19") public health emergency threatens the City and Contractor's ability to maintain readiness to resume regular service and quality levels upon easing of shelter-in-place restrictions from the County Public Health Officer and/or the conclusion of the emergency. Granting paid administrative leave to Contractor's employees who normally provide support to City, to the extent those employees have been idled due to service reductions are appropriate to protect City and Contractor's readiness.
- C. The Federal Coronavirus Aid, Relief, and Economic Security Act (CARES) authorized and appropriated funding to fund operating expenses and CARES funding is administered through FTA grants.
- D. City and Contractor now desire to amend the Agreement to (1) extend the time for performance under the Agreement for six months at the rates set forth in Exhibit C-2; (2) increase compensation under the Agreement; (3) allow for the provision of potential CARES Act funding, subject to the City's receipt of such funding; and (4) due to the COVID-19 emergency, allow for Contractor to perform certain additional, related services upon advance, written City request.
- E. City and Contractor desire that this Third Amendment relate back to February 1, 2020, when Contractor began providing certain additional public health and safety services for the City due to the emergency, in response to exigent circumstances associated with controlling the spread of COVID-19 and protecting public health and safety. In its provision of COVID-19-related services, Contractor is aware of and agrees to comply with all applicable Federal Requirements, including all such requirements set forth in this Agreement such as the Federal Requirements identified in Exhibit A and those attached as Exhibit D (Federal Requirements).

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. SECTION 1. SCOPE OF SERVICES

Effective February 1, 2020, Exhibit A (Scope of Work) to the Agreement is supplemented by Exhibit A-1 (Scope of Work - COVID 19 Supplement) to this Amendment. Effective February 1, 2020, the following is added after the last sentence of Section 1 of the Agreement:

“In Contractor’s response to COVID-19 under this Agreement (including maintaining readiness to resume regular service levels and quality upon easing of shelter-in-place restrictions from the County Public Health Officer and/or the conclusion of the emergency) and the provision of any COVID-19 related services as requested by City, Contractor is aware that the City may rely on resources, funding and reimbursement from Federal sources, including, without limitation, the Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act and/or funding and reimbursement from the Federal Emergency Management Agency (FEMA). As a result, Contractor agrees to comply with all applicable Federal Requirements of the CARES Act and/or FEMA, including those specifically set forth in Exhibit A (Scope of Work) and Exhibit D (Federal Requirements), as the same may be amended from time to time. Contractor agrees to retain and provide City with all documentation at such intervals as necessary for Contractor and/or City to demonstrate compliance with applicable Federal Requirements, including as specifically set forth in this Agreement.”

2. SECTION 2. COMPENSATION

Effective June 1, 2020, Exhibit C is supplemented by Exhibit C-2 to this Amendment. Section 2(c) is amended to increase the compensation payable to Contractor under the Agreement by \$339,801 to read as follows:

"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 tasks set forth above shall in no event exceed the sum of \$6,945,952 over the five-year, 6-month period of the Agreement. The City’s Chief Financial Officer is authorized to pay all proper claims from Charge Number 320805 or 120202."

3. SECTION 12. TIME OF PERFORMANCE

The last sentence of Section 12 is amended to read as follows:

“Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of the City, not later than December 31, 2020.”

4. SECTION 20. COUNTERPARTS AND ELECTRONIC SIGNATURES.

Section 20 (Counterparts and Electronic Signatures) is added to the Agreement after Section 19 (Authority; Signatures Required for Corporations) as follows:

“Section 20. Counterparts and Electronic Signatures. This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement.

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 Contractor 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 digital signature that cannot be positively verified by the City as an authentic electronic signature.”

5. FEDERAL REQUIREMENTS

Exhibit D (Federal Requirements) is added to the Agreement after Exhibit C (Compensation).

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All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA
a Municipal Corporation

Name of Firm: MV Transportation, Inc

TYPE OF BUSINESS ENTITY (*check one*):

Individual/Sole Proprietor

Partnership

Corporation

Limited Liability Company
 Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

By: _____

Print Name: Jason
Nutt

Title: Director, Transportation and Public
Works Department

APPROVED AS TO FORM:

Office of the City Attorney

ATTEST:

City Clerk

Attachments:

Exhibit A-1: Scope of Work, COVID-19 Supplement

Exhibit C-2: June 1,2020 – December 31, 2020 Compensation

Exhibit A-1
Scope of Work: COVID-19 Supplement

I. MAINTAINING READINESS TO RESUME REGULAR SERVICE AND QUALITY LEVELS (CARES ACT FUNDING)

- A. Subject to the terms and limitations set forth in this Agreement, City agrees in its sole discretion, to assume responsibility for certain Contractor employee costs, to the extent those costs represent administrative leave of employees normally providing support to City and who are idled due to emergency service cuts and/or other operational expenses authorized for reimbursement under the CARES Act.

NOTWITHSTANDING THE FOREGOING, CITY'S RESPONSIBILITY HEREUNDER IS SUBJECT TO THE AVAILABILITY AND PROVISION OF CARES ACT FUNDS TO THE CITY. ANY PAYMENT HEREUNDER IS CONTINGENT UPON FINAL APPROVAL AND RECEIPT BY CITY OF A CARES ACT FUNDING GRANT OR GRANTS. IN THE EVENT THE CITY DOES NOT RECEIVE CARES ACT FUNDING FOR ANY REASON, THE CITY HAS NO OBLIGATION TO PROVIDE ANY FUNDING FOR THE PURPOSE OF MAINTAINING READINESS TO RESUME REGULAR SERVICE AND QUALITY LEVELS AS DESCRIBED HEREIN.

- B. Contractor agrees to pay wages and fringe benefits for employees (at an acceptable staffing level) per the Agreement whether or not such employees are directly involved in the provision of transit services including the provision of transit services different from those which might be otherwise assigned to such employees (for example, a bus driver maybe assigned duties different from driving a bus but still performing services for the benefit of the Authority). The City agrees to compensate Contractor using CARES Act funds as set forth in Exhibit C-2, Special Pricing for COVID Reduced Service to the extent that such costs are allowable under the CARES Act.
- C. Subject to the terms set forth herein and in the City's sole discretion, the City's compensation of Contractor under Exhibit C-2 using either the *Regular Pricing* or the *Special Pricing for COVID Reduced Service* will be based on the City's monthly review of service levels and other related factors.
- D. The additional compensation measures set forth in this Exhibit A-1 are being taken to maintain a highly trained and skilled workforce during and beyond the current pandemic. As such, Contractor agrees to maintain its workforce to the best of its ability. Any reduction or addition to the workforce must be promptly disclosed to the City and may result in adjustments to any compensation due under the Agreement, at City's discretion. During this period, Contractor agrees that it will not simply lay off, but rather will retain employees with the funding provided for under this Agreement.
- E. Beginning June 1, 2020, City agrees to review level of service on a monthly basis. City may adjust the level of service at its discretion. Contractor may not make operational

modifications that affect the level of service, including, but not limited to, hours of operation, schedules, and routes without the prior written approval of the City. City agrees to provide Contractor with reasonable notice of modifications.

- F. Contractor agrees to maintain an appropriate accounting system, consistent with Federal Acquisition Regulation Part 31, and claimed expenses must be reasonable, allowable, and allocable under the terms of Part 31. All payments under the provisions of this Agreement are subject to audit and Contractor agrees to submit all related records to City, its agents, and cognizant state and federal authorities upon request.
- G. For the duration of time that Contractor is compensated under *Special Pricing for COVID Reduced Service* of Exhibit C-2, Contractor agrees to provide the City with documentation, upon City request, which may include:
 - a. The name and job title of all employees receiving wages and benefits for the payroll period in question and related information that may be necessary to substantiate the payment of wages and fringe benefits.
 - b. An invoice reflecting the difference between the number of vehicle service hours operated by each employee for the period in question and the number of regular payroll hours of each employee for the purpose of calculating the additional administrative leave cost in terms of their regular wages and benefits. Such costs are not to include overtime, bonuses, or other special compensation.
 - c. An invoice reflecting the cost of those fringe benefits that have been paid by the Contractor for those employees that remain on unemployment because of reduced service hours being operated due to the pandemic.
 - d. An invoice reflecting the difference between the number of vehicle service hours operated for the period in question and the number of hours being invoiced for the purpose of calculating the additional administrative leave cost in terms of their regular wages and benefits. Such costs are not to include overtime, bonuses, or other special compensation. Cost beyond the vehicle service hours operated shall be a separate line item on invoices.
 - e. A roster of Contractor's employees by name and job title for those employees who were responsible for providing services to the City under the Agreement as of June 1, 2020.
 - f. Any other documentation reasonably requested by City to substantiate the payment of wages and fringe benefits.
- H. With advance, written approval from City, Contractor may seek reimbursement for the actual, reasonable cost of other unforeseen, extraordinary pandemic related expenses to accomplish the intent of this Amendment and the Original Agreement, potentially eligible expenses may include: personal protective equipment, masks, gloves, sanitizer, or other expenses reasonably related to responding to COVID-19. Such reimbursement

will be provided by City, in City's sole discretion. Any reimbursement provided to Contractor is subject to the not-to-exceed limits set forth in Section 2(c) of the Agreement.

ADDITIONAL SERVICES RELATED TO COVID-19 UPON CITY REQUEST

- A. Upon City request, Contractor may provide the City with additional services related to or in response to the COVID-19 emergency (Additional Services) as described herein. Such Additional Services may not be in violation of Federal Transit Administration (FTA) regulations. The Additional Services shall be provided at the same rates set forth in Exhibit C-2. **ANY COMPENSATION PROVIDED TO CONTRACTOR FOR ADDITIONAL SERVICES IS SUBJECT TO THE NOT-TO-EXCEED AMOUNT SET FORTH IN SECTION 2(C) OF THE AGREEMENT.**

- B. Contractor employees that are directly involved in the provision of transit services may be assigned different duties (for example, a driver may be assigned duties different from driving a paratransit route but still performing services for the benefit of the contract). The City without invalidating this Agreement may order additions to or deletions from the work to be performed in response to the Coronavirus public health emergency and the recovery efforts, including adjustments to the service through December 31, 2020. Such changes shall be specified by City, to Contractor in writing. New provisions must be mutually agreeable to both City and Contractor, but any such shift or change shall only occur at the direction of City. Such changes may include, without limitation:
 - a. The Contractor shall manage a "dial-a-ride service beyond ADA, only when it doesn't negatively impact the ADA service. For this service the contractor will bill the city at an hourly rate for paratransit revenue hours as performed providing this service to the general public.
 - b. The City may wish to add an additional deviated fixed route to be operated the same manner that the Oakmont service is operating. For this service the contractor will bill the city at an hourly rate for Oakmont revenue hours as performed providing this service to the general public.
 - c. The Contractor may be requested to perform services deemed essential such as meal-delivery.

Exhibit C-2
June 1,2020 – December 31, 2020 Compensation

SANTA ROSA PARATRANSIT

***NOT-TO EXCEED BUDGET - ADA PARATRANSIT
REGULAR PRICING***

June 1, 2020 - December 31, 2020

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>	
	<u>\$ 42,912.96</u> per month x 6 months	<u>\$ 257,477.76</u>
b.	<u>VARIABLE COSTS*</u> OPERATIONS	
	<u>\$ 47.586</u> per hour x 9,300 hours	<u>\$ 442,549.80</u>
	SUBTOTAL FOR 6/1/2020 - 12/31/2020	<u>\$ 700,027.56</u>

Budget Detail on following page provided in Annual amount; however, six month not-to-exceed amount applies.

BUDGET DETAIL - ADA Paratransit - REGULAR PRICING

	YEAR SIX
ESTIMATED ANNUAL ** SERVICE HOURS	18,600
Fixed Costs	
Management Wages	\$ 104,597.53
Management Benefits	\$ 15,413.06
Dispatcher/Scheduler/Clerical Wages	\$ 108,116.37
Dispatcher/Scheduler/Clerical Benefits	\$ 18,866.90
Performance Bond	\$ 2,142.85
Other Equipment	\$ -
Office Supplies	\$ 6,442.91
Materials and Supplies	\$ -
Other Equipment (list)	\$ -
Trapeze ASP Server Lic.	\$ 32,407.20
Telephone System	\$ 2,108.30
Shop Tools	\$ -
Office Equipment	\$ -
Facility Costs	\$ 46,165.59
Telephone/Radio Expenses	\$ 29,886.06
Interest	\$ 4,171.84
Insurance	\$ 48,358.68
One-time Start-up Costs	\$ -
Management Fee and Profit	\$ 96,278.23
Subtotal (Fixed Costs)	\$ 514,955.51
Variable Costs	
Paratransit Operator Wages	\$ 498,666.24
Paratransit Operator Benefits	\$ 189,939.42
Vehicle Maintenance Costs	\$ 42,873.17
Vehicle Equipment and Parts	\$ -
Vehicle Fuel and Lubricants	\$ -
Recruitment and Training Costs	\$ 9,462.65
Physicals	\$ 2,009.44
Uniforms	\$ 1,389.78
Other Materials and Supplies (specify)	\$ -
Other Variable Expenses (specify)	\$ -
Maintenance Wages	\$ 115,750.83
Maintenance Benefits	\$ 25,012.69
Subtotal (Variable Expenses)	\$ 885,104.22
Total Costs (Fixed + Variable Costs)	\$ 1,400,059.73

SANTA ROSA PARATRANSIT

**NOT-TO EXCEED BUDGET - Oakmont
REGULAR PRICING**

June 1, 2020 - December 31, 2020

a. **MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)**

\$ 2,629.28 per month x 6 months

\$ 15,775.68

b. **VARIABLE COSTS*** OPERATIONS

\$ 47.586 per hour x 903 hours

\$ 42,970.16

SUBTOTAL FOR 6/1/2020 - 12/31/2020

\$ 58,745.84

Budget Detail on following page provided in Annual amount; however, six month not-to-exceed amount applies.

BUDGET DETAIL - Oakmont - REGULAR PRICING

	YEAR SIX
<u>ESTIMATED ANNUAL SERVICE HOURS</u>	1,806
Fixed Costs	
Management Wages	\$ -
Management Benefits	\$ -
Dispatcher/Scheduler/Clerical Wages	\$ 10,499.46
Dispatcher/Scheduler/Clerical Benefits	\$ 1,832.21
Performance Bond	\$ 208.10
Other Equipment	\$ -
Office Supplies	\$ 625.69
Materials and Supplies	\$ -
Other Equipment (list)	\$ -
Trapeze ASP Server Lic.	\$ -
Telephone System	\$ -
Shop Tools	\$ -
Office Equipment	\$ -
Facility Costs	\$ 4,483.26
Telephone/Radio Expenses	\$ 2,902.31
Interest	\$ 405.14
Insurance	\$ 4,696.24
One-time Start-up Costs	\$ -
Management Fee and Profit	\$ 5,898.98
Subtotal (Fixed Costs)	\$ 31,551.39
Variable Costs	
Paratransit Operator Wages	\$ 48,426.77
Paratransit Operator Benefits	\$ 18,445.51
Vehicle Maintenance Costs	\$ 4,163.52
Vehicle Equipment and Parts	\$ -
Vehicle Fuel and Lubricants	\$ -
Recruitment and Training Costs	\$ 918.94
Physicals	\$ 195.14
Uniforms	\$ 134.97
Other Materials and Supplies (specify)	\$ -
Other Variable Expenses (specify)	\$ -
Maintenance Wages	\$ 11,240.86
Maintenance Benefits	\$ 2,429.05
Subtotal (Variable Expenses)	\$ 85,954.76
Total Costs (Fixed + Variable Costs)	\$ 117,506.15

Santa Rosa Driver Wage Scale 2020			
	Drivers Year 4	Drivers Year 5	Drivers Year 6
Training	12.00	12.00	18.50
Start	17.45	18.50	18.50
1 Year	17.97	19.06	19.06
2 Year	18.51	19.63	19.63
3 Year	19.07	20.22	20.22
4 Year	19.64	20.82	20.82
5 Year	20.23	21.45	21.45
6 Year	20.84	22.09	22.09
7 Year	21.46	22.75	22.75
8 Year	22.11	23.44	23.44
9 Year	22.77	24.14	24.14
10 Year	23.45	24.86	26.11

Santa Rosa Dispatcher Wage Scale 2020			
		Dispatchers Year 5	Dispatchers Year 6
Training		n/a	n/a
Start		19.25	19.83
1 Year		19.83	20.42
2 Year		20.42	21.03
3 Year		21.03	21.66
4 Year		21.67	22.32
5 Year		22.32	22.99
6 Year		22.99	23.68
7 Year		23.68	24.39
8 Year		24.39	25.12
9 Year		25.12	25.87
10 Year		25.87	26.65

Santa Rosa Maintenance Wage Scale 2020			
	Maintenance Year 4	Maintenance Year 5	Maintenance Year 6
Start	26.00	28.00	29.58
1 Year	26.78	28.78	30.41
2 Year	27.58	29.58	31.25
3 Year	28.41	30.41	32.13
4 Year	29.26	31.26	33.03
5 Year	30.14	32.14	33.96
6 Year	31.05	33.05	34.92
7 Year	31.98	33.98	35.90
8 Year	32.94	34.94	36.92
9 Year	33.92	35.92	37.95
10 Year	34.94	36.94	39.03

SANTA ROSA PARATRANSIT

NOT TO EXCEED AMOUNT - Special Pricing for COVID Reduced Service - ADA PARATRANSIT

JUNE 2020/MONTHLY PRICING

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ 38,947.56 per month	x	1 months	\$	38,947.56
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b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ 42.260 per hour	x	1,630 hours		68,879.31
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c.	<u>LESS VARIABLE COSTS</u>				
	LIABILITY, VARIABLE, AND MAINTENANCE EXPENSES (REDUCED VOLUME)			\$	(2,325.48)
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				\$	105,501.39
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NOT-TO-EXCEED AMOUNT - Special Pricing for COVID Reduced Service - OAKMONT

JUNE 2020/MONTHLY PRICING

a.	<u>MONTHLY ADMINISTRATIVE COSTS (FIXED COSTS)</u>				
	\$ 2,286.80 per month	x	1 months	\$	2,286.80
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b.	<u>VARIABLE COSTS*</u> OPERATIONS				
	\$ 44.650 per hour	x	167 hours		7,445.83
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c.	<u>LESS VARIABLE COSTS</u>				
	LIABILITY, VARIABLE, AND MAINTENANCE EXPENSES (REDUCED VOLUME)			\$	(209.91)
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				\$	9,522.72
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JUNE/MONTHLY PRICING TOTAL	\$115,024.12
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**Exhibit D
Federal Requirements**

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 from 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-cpq-program>.

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other

award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - f. Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

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

