CITY OF SANTA ROSA
PROFESSIONAL SERVICES AGREEMENT
WITH MECA CONSULTING, INC.
AGREEMENT NUMBER F003061

This "Agreement" is made as of this ____day of_____, 2025 by and between the City of Santa Rosa, a municipal corporation ("City"), and MECA Consulting, Inc., a California corporation, dba Millennium Consulting Associates ("Contractor").

R E C I T A L S

A. City desires to obtain Phase I, II and III Environmental Site Assessment services including but not limited to initial assessments, evaluations and any tasks identified based on the Phase I or II findings, including further analysis, implementation steps and reporting, geophysical survey, comprehensive lead based paint and asbestos inspections services, soil and water and soil gas sampling, underground storage tank removal and remediation planning, and any additional services or follow- up actions as applicable beyond the original scope, as identified and recommended by Contractor.

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.

E. The Contractor acknowledges that this Agreement may be funded, in whole or in part, with American Rescue Plan Act (ARPA) (Title VI of the Social Security Act Section 602 et seq.) Coronavirus Local Fiscal Recovery Funds (CLFRF), Federal Emergency Management Agency (FEMA) funding, Environmental Protection Agency (EPA) funding, or other federal funding sources. Contractor shall comply with all applicable funding source requirements as set forth in the attached Exhibit C.

AGREEMENT

NOW, THEREFORE, City and Contractor agree as follows:

1. SCOPE OF SERVICES

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

2. COMPENSATION

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

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

c. Notwithstanding any other provision in this Agreement to the contrary, the total maximum compensation to be paid for the satisfactory accomplishment and completion of all services to be performed hereunder shall in no event exceed the sum of one hundred thirty-three thousand eight hundred ninety-seven dollars and 41/100 ($133,897.41). Contractor acknowledges and agrees that it exceeds the maximum compensation under this Agreement at its own risk. The City's Chief Financial Officer is authorized to pay all proper claims from charge number 42008.

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. Contractor's accounting system shall conform to Generally Accepted Accounting Principles (GAAP).

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, the U.S. Department of Treasury, the Environmental Protection Agency ("EPA") Administrator, 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:	Contractor Representative:
Jill Scott	John Bird, P.G., QSD
Real Estate Manager	Program Manager
100 Santa Rosa Ave., Rm 6	4683 Chabot Drive, Suite 380
Santa Rosa, CA 95404	Pleasanton, CA 94588
(707) 543-4246	(925) 963-9557
jscott@srcity.org	jbird@mecaenviro.com

8. INDEPENDENT CONTRACTOR

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

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

c. If, in the performance of this Agreement, any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision, and control of Contractor. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Contractor. It is further understood

and agreed that Contractor shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Contractor's assigned personnel and subcontractors.

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

9. ADDITIONAL SERVICES

Changes to the Scope of Services shall be by written amendment to this Agreement and shall be paid in accordance with the rates set forth in Exhibit B, or paid as otherwise agreed upon by the parties in writing prior to the provision of any such additional services.

10. SUCCESSORS AND ASSIGNS

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

11. TERM, SUSPENSION, TERMINATION FOR CONVENIENCE AND CAUSE

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

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

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

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

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

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

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

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

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

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

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

12. REMEDIES UPON DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

13. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A. Contractor shall complete all the required services and tasks and complete and tender all deliverables to the reasonable satisfaction of City.

14. STANDARD OF PERFORMANCE

Contractor shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Contractor's profession in California. All products of whatsoever nature that Contractor delivers to City shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Contractor's profession, and shall be provided in accordance with any schedule of performance. Contractor shall assign only competent personnel to perform services under this Agreement. Contractor shall notify City in writing of any changes in Contractor's staff assigned to perform the services under this Agreement prior to any such performance. In the event that City, at any time, desires the removal of any person assigned by Contractor to perform services under this Agreement, because City, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Contractor shall remove such person immediately upon receiving notice from City of the desire of City for the removal of such person.

15. CONFLICTS OF INTEREST

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

16. CONFLICT OF INTEREST REQUIREMENTS

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

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

____ yes _X_ 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 federal funding related 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. The City may incorporate additional funding provisions related to a specific grant or funding award as part of a task order for on-call services issued under this Agreement.

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.

22. 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 signature that cannot be positively verified by the City as an authentic electronic signature.

Executed as of the day and year first above stated.

CONTRACTOR:

Name of Firm: MECA CONSULTING, INC.

TYPE OF BUSINESS ENTITY *(check one)*:

_____ Individual/Sole Proprietor
_____Partnership
__X__Corporation
_____ Limited Liability Company
_____ Other (please specify: _____)

Signatures of Authorized Persons:

By: _____

Print Name: John C. Bird

Title: Vice President

By: _____

Print Name: Jack McCubbin

Title: Treasurer

City of Santa Rosa Business Tax Cert. No.

06513048

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

CITY OF SANTA ROSA
a Municipal Corporation

By:_____

Print Name: Mark Stapp

Title: Mayor

APPROVED AS TO FORM:

_____
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.
5.	Pollution liability	$ 1 million per occurrence $ 2 million aggregate	This policy shall include coverage of claims for Bodily Injury or Property Damage and remediation costs resulting from a pollution incident at the Property caused by or exacerbated by Contractor

B. Endorsements:

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

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

   a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,

   b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy**. General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

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

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.

2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.

3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above $10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.

4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.

5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit A – Scope and Services

Based on our review of EBA Engineering's Phase I Environmental Site Assessments (ESAs) prepared for the four City properties, it is Millennium's professional opinion that the requested Phase II Environmental Site Assessment is not necessary.

The results of the Phase I ESAs did not indicate the presence of any UST at these sites, with the exception of the 90 Santa Rosa Avenue site. The 90 Santa Rosa Avenue historical had USTs, however the previous site investigations were unable to locate any existing USTs, and the site has been closed by the North Coast Regional Water Quality Control Board (NCRWQCB).

Based on the City's specific request within the RFP, Millennium has prepared this scope of work. This scope of work will only take place if the City directs the work.

PROPOSED SCOPE OF WORK:

Task 1 – Geophysical Survey

The geophysical surveys will be conducted by an experienced two-person crew led by a California Professional Geophysicist. They will be equipped with all the instrumentation and ancillary gear necessary to complete the surveys for USTs and the possible associated piping.

The survey will be using a combination of equipment including a Geometrics G858-G vertical magnetic gradiometer (VMG), a Fisher TW-6 electromagnetic metal detector (MD), and a GSSI SIR-4000 ground penetrating radar (GPR). The VMG will be used to detect large ferrous metal objects that may represent possible USTs. It will be systematically used along traverses spaced approximately 5-ft apart in large open areas such as the parking lots and grass covered parcels, as access and site conditions allow. We will use the MD and GPR to surveys areas located near above ground objects that may cause magnetic interference to the VMG, such as the buildings and other above ground metal objects. We will also use the MD and GPR to further characterize any suspected features defined by the VMG. The survey will document the locations of all detected subsurface features on a scaled site plan.

The California Professional Geophysicist will review and process the recorded VMG field data and generate vertical magnetic gradient contour maps showing localized variations that may be due to possible subsurface sources such as USTs. The Professional Geophysicist will provide a brief letter report describing the geophysical methods, procedures, and results, as well as our interpretations. The report will include a site map in AutoCAD format showing the locations of all detected features that may be interpreted as representing USTs within the designated survey areas. The report will also include the appropriate contour maps. Depending upon the results, further intrusive work by others may be necessary to confirm our interpretation/findings.

The report will be utilized for boring locations should the need arise for the additional Phase II ESA soil and groundwater sampling.

Optional Task 2- Fieldwork Planning / Records Review/ Permitting

Millennium will prepare a simplified work plan, including a Health and Safety Plan (HASP) for the drilling and sampling activities. The HASP will describe the minimum safety standards that shall be maintained during the proposed sampling activities. Millennium will conduct a site visit to mark proposed boring locations and observe a private utility survey for the proposed boring locations. USA 811 North will also be contacted to investigate underground utilities in public areas. Millennium will

also obtain the drilling permits and retain, coordinate, and schedule the fieldwork with the contractors/vendors.

Optional Task 3 – Fieldwork (Utility Locate, Drilling, Sampling)

Millennium will retain geophysical surveying, and driller contractors to assist in locating the UST and surrounding utilities, drilling, and collecting soil and groundwater samples.

A geophysical survey will be conducted to explore the potential location of the former underground storage tank. Magnetometry and Ground Penetrating Radar: One or more of the geophysical instruments will scan the length of the survey and traverse at regular intervals in an attempt to detect the UST. Electromagnetic field detecting instruments may also be used.

The location of the UST and surrounding utilities will be marked and surveyed in the field.

Scope of Limited Soil and Groundwater Investigation:

Should an UST anomaly be detected during the geophysical survey, that the following scope of services will be proposed. Soil and groundwater sample collection will be conducted as follows:

a) Millennium will prepare a brief sampling workplan describing the sampling procedures, sampling methodologies/decontamination procedures, and a health and safety plan to be used in the field.

b) Based on the unknown size of the tank, location of tank fill, and product lines, we recommend up to four (4) soil borings (BH-01, BH-02, BH-03, and BH-04) with samples collected at approximate 5 feet intervals from each boring to a maximum depth of 20 feet below grade (bgs) for a maximum of sixteen (16) soil samples. Deeper samples at 15 and 20 feet bgs will be placed on hold in the lab and will be analyzed only if soil samples from 5 and 10 feet bgs are elevated. The approximate location of the borings is shown in Figure 1 but will be confirmed in the field.

   Depth to groundwater at this location is estimated based on available data on Geotracker at nearby sites to be anywhere from 10 to 20 feet below grade. If groundwater is encountered in the soil borings at 20 feet bgs, Millennium proposes to collect two groundwater samples.

c) Since UST usage would be unknown, the following limited analysis is recommended to determine if the UST has had fuel releases to the environment:

   - TPH, g,d mo EPA 8015/8021
   - Volitile Organic Compumds (VOCs), including DIPE, ETBE, BTEX, TBA, TAME, Ethanol, BTEX, and Naphthalene EPA 8260B/C
   - Lead by EPA 6010/6020
   - Semi-volatile Organic Compounds (SVOCs) by EPA 8270E

TABLE 1- Estimated Number of Soil and Groundwater Samples

Boring ID	Soil Sample ID	GW Sample ID	Estimated number of soil* samples – up to 4 samples per each boring	Estimated number of * groundwater samples
BH-01	SS-01-5 SS-01-10 SS-01-15 (hold) SS-01-20 (hold)	GW-01	2	1
BH-02	SS-02-5 SS-02-10 SS-02-15 (hold) SS-02-20 (hold)	GW-02	2	1
BH-03	SS-03-5 SS-03-10 SS-03-15 (hold) SS-01-20 (hold)	GW-03	2	1
BH-04	SS-04-5 SS-04-10 SS-04-15 (hold) SS-04-20 (hold)	GW-04	2	1

Note: * Number of samples and associated lab fees may vary pending field conditions. Soil samples from 15 and 20 feet bgs will be analyzed only if shallower soil samples are elevated, and the fee is NOT included for these samples.

Optional Task 4 - Summary Report

Millennium will prepare a final report summarizing the fieldwork, interpretation and visualization of the data, and will provide conclusions and recommendations.

Tank Removal (NOT Included in this phase)

Once the City is ready to remove the UST, Millennium can assist by filing the UST removal application with CUPA and retaining a California-licensed, OSHA-trained, and experienced contractor to perform the tank cleaning, removal, and closing of the UST case.

Task 5 and 6 - Comprehensive lead-containing paint, PCBs, and asbestos inspections services – Surveying and Reporting

Given the size of the project (13-buildings) and varying sizes of buildings including multi-storied office buildings, sample planning and site access to all areas of the structures is paramount. At a high level, Millennium's strategy for this project includes the following:

- **Onsite Sample Planning & Access Review** includes a walkthrough of each building by Millennium inspectors to determine sampling schemes for asbestos, lead, PCBs, and Other Regulated Materials. Areas which cannot be accessed at this time will be logged and communicated with the client to ensure access is available for the surveying phase. Additional reconnaissance will be made at this stage including the identification of special access areas (e.g., confined spaces, height constraints for aerial lifts, etc.).

- The **Survey and Data Collection** phase includes the sampling process of building materials for contaminants of concern.
- **Reporting** includes the development of the report to describe the findings and recommendations and to incorporate the requirements of the RFP. The minimum reporting requirements are:
    - Sample location documentation and extent of identified hazardous materials;
    - Photographic logs of samples with location and sample identification;
    - Summary tables of estimated quantities of hazardous materials;
    - Analytical reports;
    - Sampling team certifications

Included in the surveying task, Millennium will meet with the Project Manager and Client personnel to review any prior existing test data relating to the subject buildings at the project site prior to the start of work. Review and discuss the historic data and determine the reliability of incorporating the information into the project. Catalog Other Regulated Materials (e.g., fluorescent lights/ballasts, other lighting of concern, exit signs, etc.). Develop sampling plans to thoroughly assess the buildings for contaminants of concern.

Project Approach for Surveying Buildings for Asbestos, Lead, and PCBs

The physical surveying of the buildings includes conducting a building-by-building demolition survey in accordance with rules and regulations governing the site for building materials with the potential for asbestos, lead, PCBs, and Other Regulated Materials.

Asbestos: For asbestos, the BAAQMD Regulation 11, Rule 2 requires owners to thoroughly assess structures to identify the presences or absence of Regulated Asbestos-Containing Materials (RACM), Category I Non-Friable ACMs, and Category II Non-Friable ACMs. These inspections must be performed by Certified Asbestos Consultants and Certified Site-Surveillance Technicians. Additionally, individuals who are in the process of becoming a CAC and/or CSST may participate in the work while under the supervision of the CAC/CSST as long as these individuals have the foundational accredited training classes (e.g., AHERA Building Inspector).

For the analysis of bulk asbestos samples, the method used is the EPA 600/R-93/116. This method is adequate to detect the concentration of asbestos in >1%. Depending on the ACM type, additional analyses may be necessary. By rule, any friable asbestos material with a concentration of ≤10% must be "point counted" to confirm the concentration value or it is required to list this material as >1%. The point counting analysis is a secondary method and is usually estimated at the proposal stage.

- For this proposal, Millennium is assuming five percent of samples with detected low-levels of asbestos will be required to be additionally analyzed via point counting for compliance determinations.

Once ACM has been identified, categorized, and quantified into RACM, Category I Non-Friable, or Category II Non-Friable, the Owner can then present the findings to contractors for bidding purposes. Contractors can easily change the disposition of the asbestos-containing waste material by their chosen demolition methods. At this stage, the Owner may want to restrict means and methods used by contractors to prevent Category I or II Non-Friable ACM from becoming RACM. There are

administrative and contractual techniques to accomplish this to reduce the amount of regulated waste. These administrative and contractual techniques will be defined in the contract specifications.

Lead-Containing Materials: The regulatory environment that encompasses lead is more convoluted than asbestos due to additional rules and protections and the topic of childhood lead poisoning. The difference between these regulatory rules often applies to the level of lead detected and the matrix being sampled (i.e., coatings, dust, soil, water, or air). Similarly, during demolition projects, the issue of waste minimization (e.g., recycling or reuse of materials such as concrete with painted surfaces) and the disposal of hazardous waste and non-hazardous waste must be defined in the project goals.

- Important: The Cal/OSHA 1532.1 lead standard has undergone significant revisions starting January 1, 2025. The demolition project for the City Hall Complex site will require compliance with the newly revised standard. Millennium can discuss in more detail the ramifications of this rule change upon request as it does impact every trade on a construction project.

Similar to asbestos, a contractor's means and methods can change the disposition of materials containing lead. The waste characterization process is an iterative process that must answer both federal and state waste rules. The analytical methods are known as the Total Threshold Limit Concentration (TTLC), Soluble Threshold Limit Concentration (STLC), and the Toxicity Characteristic Leaching Procedure (TCLP).

Any materials containing lead must be characterized by these methods if the material goes to a landfill. There is no exemption in California to dispose of materials with intact lead-containing paint without going through the characterization process (refer to Title 22 66261.24 Characteristics of Toxicity).

- Waste characterization and re-use criteria can be a complicated topic at each stage from appropriate sampling and numbers of samples to the review of analytical data waste streams variabilities). Millennium is available to discuss in more detail if requested.
- Millennium has not included sampling or analyses for the TTLC, STLC, or TCLP methodologies for waste characterization of lead including for potential re-use criteria of concrete with paint coatings. The waste characterization and waste determination process are typically performed at the demolition phase.

Polychlorinated Biphenyls (PCB): The requirement for the disposal of PCBs has been around for a long time (See 40 CFR 750 and 40 CFR 761, commonly known as the Mega Rule). Both Federal RCRA rules and CA specific waste rules list PCBs above certain amounts as hazardous waste. This project will require the removal and/or minimization of suspect materials with PCBs above 50 parts per million (ppm or mg/kg) and the additional CA specific waste criteria for the STLC of 5.0 mg/L should these materials be present in the City Hall Complex.

- Important – PCBs are known to leach into porous substrates such as concrete and soils. At this time, this proposal does not include a leaching study to determine if and how far PCBs have leached into adjacent substrates. Should PCBs be identified in regulated concentrations, then additional testing may be required to minimize the PCB-waste amounts. This issue is discussed with the Client as results are received from the laboratory.

- It was noted in the Q/A for the RFP the PCBs are at the recommendation of the consultant. For this project, PCB assessment is recommended given the Bay Area Municipal Stormwater Collaborative (BAMSC) **Management of PCBs During Demolition** requirement. However, discussions with the Santa Rosa Building Department indicate the department does not have a permit that requires PCB surveys prior to demolition. Even so, Owners are responsible for their waste streams and California Title 22, Section 66261.24 includes PCBs in the "List of Organic Persistent and Bioaccumulative Toxic Substances and Their Soluble Threshold Limit Concentration (STLC) and Total Threshold Limit Concentration (TTLC) Values" in (a)(2)(B) Table III.

Reporting and Specification Development

Upon completion of survey and testing, Millennium will provide the Project Manager with a written survey report detailing visual inspection, observation, material sampling, laboratory testing results, sample location maps, photographic documentation, and extent of identified contaminants of concern. The contents of the report are to meet the requirements of the agencies having jurisdiction of the site including the Bay Area Air Quality Management District and requirements of California Division of Occupational Safety and Health for communication of hazards to prospective bidders.

For materials identified with contaminant concentrations more than regulatory thresholds, provide general information and recommendations for:

- Methods or criteria to maximize work and minimize waste costs.
- Provide an estimate of construction document preparation costs.
- Estimate the amount of time required by the contractor to complete the related work.

Millennium will assist in the preparation of project construction documents for public bidding. In providing construction document services, Millennium will:

- Prepare plans, specifications, schedules and phasing for removal or containment of all hazardous materials identified in specific projects. Specifications and drawings produced will be in a format approved by the Client.
- Produce written specifications in a CSI format to provide guidelines for a qualified contractor to accomplish the removal and/or disturbance of identified hazardous materials containing components from the project site.
- Provide Technical and Project Administrative Support, including assisting in project bid walks, review project bids/estimates, prepare project addenda and related services as noted needed.

Exhibit B – Pricing

Fee Schedule and Cost for the City Hall Complex Project			
Task 1 Geophysical Survey			
Labor	**Estimated Hours**	**Hourly Rate**	**Fees**
Sr. Principal	8	$ 195.00	$ 1,560.00
Project Scientist	16	$ 155.00	$ 2,480.00
Staff Scientist	40	$ 127.00	$ 5,080.00
Outside Consultant	-	-	$ 23,287.50
		Task 1 Subtotal	**$ 32,407.50**
Task 2 Phase II ESA Work Plan			
Sr. Principal	4	$ 195.00	$ 780.00
Project Scientist	8	$ 155.00	$ 1,240.00
Staff Scientist	16	$ 127.00	$ 2,032.00
		Task 2 Subtotal	**$ 4,052.00**
Task 3 Ground Water Sampling, Analysis, and Disposal			
Sr. Principal	4	$ 195.00	$ 780.00
Project Scientist	16	$ 155.00	$ 2,480.00
Sr. Staff Scientist	16	$ 138.00	$ 2,208.00
Task 3 Analytical Samples			
TPHD	12	$ 85.00	$ 1,224.00
VOCs	12	$ 130.00	$ 1,872.00
SVOCs	12	$ 200.00	$ 2,880.00
Lead	12	$ 30.00	$ 432.00
Encore Samplers	8	$ 5.00	$ 48.00
Sample Disposal Fee	20	$ 14.00	$ 336.00
Outside Contractor	-	-	$ 4,571.25
Other Direct Costs			$ 92.06
		Task 3 Subtotal	**$ 16,923.31**
Task 4 Reporting			
Sr. Principal	8	$ 195.00	$ 1,560.00
Sr. Staff Scientist	16	$ 138.00	$ 2,208.00
Staff Scientist	32	$ 127.00	$ 4,064.00
		Task 4 Subtotal	**$ 7,832.00**
Task 5 - Asbestos, Lead, and PCB Survey, & Reporting			
Sr. Principal	12	$ 195.00	$ 2,340.00
Sr. Project Scientist	36	$ 175.00	$ 6,300.00
Sr. Field Technican	230	$ 105.00	$ 24,150.00
Drafting	32	$ 85.00	$ 2,720.00
Other Direct Costs	1	$ 2,750.00	$ 2,750.00
Task 5 Analytical Samples			
Asbestos, Bulk Building Material	673	$ 13.57	$ 9,132.61
Asbestos, Point Count	24	$ 38.81	$ 931.44
Lead, Bulk Paint Chip	95	$ 11.79	$ 1,120.05
PCB, Bulk Building Material	85	$ 108.10	$ 9,188.50
		Task 5 Subtotal	**$ 58,632.60**
Task 6 - Asbestos, Lead, and PCB Construction Specifications			
Sr. Principal	10	$ 195.00	$ 1,950.00
Sr. Project Scientist	16	$ 175.00	$ 2,800.00
Sr. Field Technican	40	$ 105.00	$ 4,200.00
Drafting	60	$ 85.00	$ 5,100.00
		Task 6 Subtotal	**$ 14,050.00**
		Total	**$ 133,897.41**

Exhibit C

FEDERAL PROVISIONS

A. Definitions

1. **CLFRF** means Coronavirus Local Fiscal Recovery Funds.

2. **EPA** means the Environmental Protection Agency.

3. **FEMA** means the Federal Emergency Management Agency.

4. **Government** means the United States of America and any executive department or agency thereof.

5. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance.

6. **Treasury** means the U.S. Department of the Treasury.

B. Interpretation

With respect to any conflict between the federal requirements in this Exhibit C, any federal requirements referenced hereunder, the terms of the Agreement and/or the provisions of state law, and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. CLRF Compliance Requirements

CLFRF may be used to fund all or a portion of this Agreement. Contractor shall comply with all federal requirements including, but not limited to, the following:

1. Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021, U.S. Department of the Treasury Coronarivrus Local Fiscal Recovery Fund Award Terms and Conditions, Treasury's Final Rule, and CLFRF reporting requirements, as applicable (collectively, the "CLFRF Compliance Requirements"). The CLFRF Compliance Requirements are expressly incorporated herein by reference.

2. The federal requirements set forth in this Exhibit C.

3. Notwithstanding any other expiration date provided in this Agreement, the period of performance for the City's ARPA award ends on December 31, 2026. Contractor acknowledges that failure to submit any documentation to the City (including but not limited to invoices, compliance reports, change orders, progress reports, or backup documentation supporting invoices) at least sixty days prior to any federal award deadline and/or failure to complete any activity required under the Agreement prior to the end of the period of performance of the federal award may result in loss of federal funds for the project and shall constitute an event of default under the Agreement. Nothing in this provision shall extend an earlier period for performance as may be set forth in the Agreement.

D. Federal Changes (FEMA)

1. FEMA funds may be used to fund all or a portion of the Agreement. Contractor shall comply with all federal requirements including, but not limited to, the following:

2. 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.

3. 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.

4. Contractor shall comply with all federal requirements set forth in this Exhibit C.

E. EPA Funding. EPA funds may be used to fund all or a portion of the Agreement. Contractor shall comply with all federal requirements set forth in this Exhibit C.

F. Uniform Guidance Requirements –All Federal Grant Funds

C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.

3. Federal Contract Provisions and Additional Federal Provisions included in this Exhibit C. This Exhibit C includes the required contract provisions in accordance with Appendix II part 200 – Contract Provisions for Non-Federal Entity Contract Under Federal Awards.

Subcontracts, if any, shall contain a provision making them subject to all applicable provisions of this Agreement, including but not limited to, CLFRF Compliance Requirements, 2 C.F.R. Part 200, and the Federal Contract Provisions and Additional Federal Provisions included in this Exhibit C.

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

Pursuant to section 3701 of title 40 of the United States Code, this section 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.

H. Davis Bacon; Copeland "Anti-Kickback". Not applicable to this Agreement since it is funded by the CLFRF/not applicable to the services (applies to federally funded contracts in excess of $2,000 for the construction, alteration, or repair of public buildings or public works).

I. Clean Air Act and Federal Water Pollution Control Act

This section 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.

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.

J. Suspension and Debarment

1. A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2. 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).

3. 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.

4. 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.

5. 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.

K. Procurement of Recovered Materials

1. Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

2. 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.

3. 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.

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

If this Agreement is in excess of $100,000, Contractor shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the Agreement term funding exceeds $100,000, Contractor shall file with the City the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying." 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.

M. 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.

N. 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. 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.

O. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity 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, sexual orientation, gender identity 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.

P. Prohibition on Contracting for Covered Telecommunications Equipment or Services (FEMA Provision)

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

2. Prohibitions.

   (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

   (b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

      (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

      (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

      (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

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

3. Exceptions.

(a) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(b) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

(a) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or

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

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

Q. §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (Appendix II to Part 200)

1. Contractor shall not contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system funded under this Agreement. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

2. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

3. Telecommunications or video surveillance services provided by such entities or using such equipment.

4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

5. See Public Law 115-232, section 889 for additional information.

R. Domestic Preference for Procurements

1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

2. For purposes of this clause:

   (a) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(b) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

S. Rights to Inventions Made Under a Contract or Agreement.

1. If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Federal awarding agency.

2. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

T. ADDITIONAL FEDERAL PROVISIONS

1. The Agreement includes provisions for termination for cause and convenience, and administrative remedies for breach.

2. The person signing this Agreement on behalf of the Contractor certifies to the best of his or her knowledge and belief that the Contractor is not delinquent in the repayment of any Federal debt as required by 28 U.S.C.S. § 3201.

3. The Contractor understands that making false statements or claims in connection with this contract is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

4. The Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles. (Increasing Seat Belt Use in the United States – Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)).

5. The Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and to establish workplace safety policies to decrease accidents caused by distracted drivers (Reducing Text Messaging While Driving – Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)).

6. The Contractor shall comply with all other applicable federal, state, and local laws, executive orders, regulations and policies governing this Agreement.

7. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.

8. The Contractor shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

9. The Contractor shall comply with all federal, state and local laws and regulations which prohibit recipients of federal funding from discriminating against individuals with disabilities; Applicable laws and regulations with which Contractor shall comply shall include, but are not limited to, the following: Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794) (24 CFR Parts 8-9); Title II of the Americans with Disabilities Act of 1990.

10. The Contractor shall comply with the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

11. The Contractor shall take all necessary affirmative steps to prevent conflicts of interest as required by 2 C.F.R. § 200.318 and the City's conflict of interest policy, including but not limited to written disclosure to the City of any potential conflict of interest.