

**AGREEMENT FOR DESIGN SERVICES FOR
OUTDOOR LIBRARY AT JEROME PARK**

THIS AGREEMENT is made and entered into this 20th day of September, 2022 by and between PlaceWorks (“Consultant”), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (“City”).

RECITALS

- A. On April 20, 2022, the City issued Request for Proposal No. 22-040, by which it sought a qualified consultant to perform design and related services for the City’s new outdoor library planned at Jerome Park.
- B. Consultant submitted a responsive proposal that was selected by the City. Consultant represents that it is able and willing to provide the services described in the scope of work that was included in RFP No. 22-040.
- C. In undertaking the performance of this Agreement, Consultant represents that it is knowledgeable in its field and that any services performed by Consultant under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Consultant shall perform the services that were described in the scope of work that was included in RFP No. 22-040 and further described in Exhibit A. Consultant’s proposal is incorporated in full by reference as though fully set forth herein.

2. COMPENSATION

- a. City agrees to pay, and Consultant agrees to accept as total payment for its services under this Agreement, the rates and charges identified in Exhibit B. The total sum to be expended under the term of this Agreement, including any extension periods, shall not exceed \$309,150. The sum is comprised of (1) the base amount of \$281,046 and (2) a contingency in the amount of \$28,104 for additional services at the City’s sole discretion.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on the date first written above and terminate on September 19, 2025, unless terminated earlier in accordance with Section 17, below. The term of this Agreement may be extended for two 1-year periods upon a writing executed by the City Manager and City Attorney.

4. PREVAILING WAGES

Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects. If the services being performed are part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement (“Documents & Data”). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were provided to Consultant by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within

the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees or subcontractors.

Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant'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, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this Agreement, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. The City may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies (applicable only to professional liability)

If any of the required policies provide claims-made coverage:

- A. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
- B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

Verification of Coverage

Consultant shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's

obligation to provide them.

The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

8. INDEMNIFICATION

Consultant agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Consultant or its subconsultants, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Consultant further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Consultant to the City pursuant to this Agreement.

10. RECORDS

Consultant shall keep records and invoices in connection with the work to be performed under this Agreement. Consultant shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by

law, from the date of final payment to Consultant under this Agreement. All such records and invoices shall be clearly identifiable. Consultant shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Consultant under this Agreement.

11. CONFIDENTIALITY

If Consultant receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Consultant agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Consultant disclosed in a publicly available source; (c) is in rightful possession of the Consultant without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Consultant without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Consultant covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988

Executive Director
Public Works Agency
City of Santa Ana

20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Consultant: PlaceWorks
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707
Attn: Alan Loomis, AICP, Principal

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Consultant regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Consultant. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Consultant or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether

or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Consultant shall be entitled to receive and the City shall pay Consultant compensation for all services performed by Consultant prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Consultant to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Consultant consents to the City's use thereof for such purposes as the City deems appropriate.
- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Consultant shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Consultant affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Consultant shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Consultant shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. FUNDING-RELATED PROVISIONS

Funds from the Coronavirus State Fiscal Recovery Fund and/or the Coronavirus Local Fiscal Recovery Fund, together known as the Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”) program, will be used to fund all or a portion of this Agreement. As applicable, Consultant shall comply with all federal requirements including, but not limited to, the following, all of which are expressly incorporated herein by reference:

- a. Sections 602 and 603 of the Social Security Act as added by Section 9901 of the American Rescue Plan Act of 2021 (the “Act”);
- b. U.S. Department of the Treasury (“Treasury”) Final Rule for the Act;
- c. Treasury Compliance and Reporting Guidance for the Act;
- d. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as the U.S. Department of the Treasury may determine are inapplicable to the CSLFRF program and subject to such exceptions as may be otherwise provided by the U.S. Department of the Treasury;
- e. Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions;
and
- f. Federal contract provisions attached hereto as Exhibit C and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

22. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney’s fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

CITY OF SANTA ANA

Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONSULTANT

By: John M. Funk
John M. Funk
Chief Assistant City Attorney

Keith McCann
Name: Keith McCann
Title: CEO

RECOMMENDED FOR APPROVAL

Nabil Saba, P.E.
Executive Director
Public Works Agency



2. SCOPE OF SERVICES AND SCHEDULE



Work Scope

This section describes the scope of services to be completed by the PlaceWorks team for the New Outdoor Library at Jerome Park project. To facilitate your review of this proposal, we have prepared a concise scope that emphasizes key components of our approach to this project.

We are flexible regarding the proposed scope of work and will work with you to prepare a more detailed scope when we enter into a contract. We also recognize that it may be necessary to alter the scope as the project progresses and would be happy to work with you to ensure the successful completion of the project.

TASK 1. PROJECT INITIATION AND COORDINATION

1.1 CITY STAFF MEETING 1: KICKOFF MEETING AND SITE VISIT

The PlaceWorks team will attend a kick-off meeting with City staff to discuss expectations and concerns, and to review key issues, information needs, work products, and delivery schedule. Overall project schedule and meeting dates will be reviewed. After the kick-off meeting, the PlaceWorks team will visit and photograph the project area within Jerome Park, paying particular attention to features and issues identified at the kick-off meeting and opportunities to integrate the proposed concepts from the City's design.

1.2 ONGOING PROJECT MANAGEMENT

PlaceWorks will coordinate with City staff throughout the project and will manage the scope, cost, and schedule to ensure that the project is completed efficiently. PlaceWorks will conduct weekly calls with the City project manager to coordinate. Additional meetings with the City Staff related to project review are called out in the tasks below.

TASK 2. DATA GATHERING AND SITE ANALYSIS

2.1 RECORDS RESEARCH

BKF Engineers (BKF) will conduct a comprehensive review of existing records to determine existing conditions. This information will be integrated into the survey described in Task 2.2.

2.2 SURVEY

BKF will provide boundary and topographic surveying of the project site. The topographic survey will cover the project area and will extend to include the full width of adjacent rights-of-way. Spot elevations will be sufficient to generate 0.5-foot contours, and existing utilities on or adjacent to the proposed project area will be shown. Potholing will be conducted to confirm existing utilities.

2.3 ARBORIST REPORT

Bartlett will complete an evaluation of the existing trees within the project area and will complete an arborist's report, documenting the tree evaluation and pruning recommendations. The arborist's report will include recommendations for avoiding damages to existing trees during construction.

2.4 SITE ANALYSIS

Based on site visits, review of background information, and the hydrological assessment, PlaceWorks will develop a comprehensive Site Analysis, including descriptive maps, diagrams, and graphics to clarify and illustrate existing conditions and identify key opportunities and constraints to be considered. The PlaceWorks team will additionally analyze the City's Concept Plan to determine feasibility and consistency with site opportunities and constraints.

TASK 3. PUBLIC OUTREACH

3.1 PUBLIC ENGAGEMENT PLAN

PlaceWorks will conduct a series of community outreach and engagement activities to gather community input about the design and site features. Our approach is focused on two rounds of engagement where the community can provide valuable input and contribute to decision making: Round 1, Schematic Design Alternatives; and Round 2, Preferred Concept. These rounds are described in greater detail in the tasks below.

At the onset of the project, PlaceWorks will work with the City to develop a public engagement plan that outlines the details of the engagement work, including strategic partnerships that could be made to increase community participation, potentially including cohosting an event with KidWorks or presenting at the Bella Vista, Casa Bonita, Central City, and New Horizons Joint Neighborhood Association Meetings.

PlaceWorks will additionally develop preliminary branding materials for the project for use during engagement events and for promotional materials.

It is anticipated that all outreach materials will be printed in both Spanish and English and that the PlaceWorks team facilitating community events will communicate in both Spanish and English.

3.2 CITY STAFF MEETING #2: PUBLIC ENGAGEMENT PLAN

PlaceWorks will facilitate a meeting with the City to review the engagement plan and promotional materials. At this meeting, the project team will confirm the approach for the project and schedule outreach events to allow for adequate time to promote and organize events.

TASK 4. PRELIMINARY DESIGN

4.1 SCHEMATIC DESIGN ALTERNATIVES

The PlaceWorks team will develop up to two alternative conceptual site designs for the project area within Jerome Park. The alternatives will include graphic plans, images of play equipment, street level renderings, and other graphics to help convey design intent.

Conceptual site designs will include, but not be limited to:

- Integrated 24-hour Library Kiosk and play area with dynamic and engaging play features.
- Circuit pathway for learning bicycle, tricycle, and scooter skills.
- Tactile experiences with a variety of materials and play features, including but not limited to sand and water.
- Schematic approach to planting, prioritizing drought-tolerant native plants with educational value.
- Shade opportunities through structures and additional trees.
- Schematic concept for the Envisionware kiosk wrap consistent with the alternative theme.
- Site furnishings including benches, chairs, tables, trash receptacles, and water stations.

Both alternatives will be accompanied by a high-level cost estimate and both will target the same budget.

4.2 CITY STAFF MEETING #3: SCHEMATIC DESIGN ALTERNATIVES

Following a two-week review period, PlaceWorks will facilitate a meeting with City staff to review the Schematic Design Alternatives and potential changes to the options before presenting them to the public. The project team will also review the materials for the first community event.

4.3 PUBLIC OUTREACH ROUND 1: SCHEMATIC DESIGN ALTERNATIVES

PlaceWorks will develop and host an online survey to gather feedback on the Schematic Design Alternatives. The survey will target getting feedback about site features rather than directly voting for one alternative, allowing the final design to be a combination of preferred elements. Following the completion of the survey, PlaceWorks will provide a concise summary of responses and recommendations for moving forward.

4.4 DRAFT DESIGN DEVELOPMENT

Based on discussions with City staff and community feedback, the PlaceWorks team will develop a single preferred design option, including a rendered site plan graphic with callouts identifying the project components with a written description, sections showing relationship between park elements, and street level renderings of site features. The package will include graphic design illustrations for the Envisionware kiosk and design plans for the interactive exhibit educating the public on water conservation.

The draft plan will be accompanied by a lighting analysis showing the proposed lighting strategy, including preliminary photometrics. The draft plan will also include a preliminary planting plan with hydrozones identified and preliminary water use calculations determined. The design will be accompanied by a draft cost estimate.

4.5 STORMWATER ANALYSIS

Using the Draft Design Development Plan, BKF will conduct preliminary stormwater calculations and work with the design team to select the appropriate low-impact design (LID) strategies to utilize in the project to effectively manage all stormwater from the project area on-site. If possible, the design will incorporate LID strategies to capture rainwater from the existing parking lot and treat it on-site. BKF will prepare a Preliminary Water Quality Management Plan (PWQMP). In addition to the required treatment of stormwater, the City/County has enacted a policy that any new project must have a zero net affect on the public storm drain system. BKF will perform preliminary water quality calculations (impervious areas, tributary drainage areas, storm outfall flows, BMP sizing, etc.) that are necessary to confirm the preliminary planning design proposed for Design Review.

4.6 CITY STAFF MEETING #4: DRAFT DESIGN DEVELOPMENT

Following a two-week review period, PlaceWorks will facilitate a meeting with City staff to review the Draft Design Development package and potential changes to the options before presenting them to the public. The project team will also review the materials for the second community event.

4.7 PUBLIC OUTREACH ROUND 2: PREFERRED CONCEPT

PlaceWorks will facilitate a public meeting to present the Preferred Concept illustrated in the Design Development package. At this meeting, the PlaceWorks team will highlight community input received during the first round of engagement and how it influenced the Preferred Concept.

2. Scope of Services and Schedule

It is anticipated that this meeting will be held at a planned City meeting or planned event from a local group. PlaceWorks will present the Schematic Design Alternatives and gather input on community preference. While the structure of the meeting may be adjusted based on the anticipated venue and audience, we anticipate that this meeting could begin “open house” style with informational boards illustrating the design, followed by a short presentation by PlaceWorks, and an opportunity for public comment.

Depending on the venue, PlaceWorks can develop materials for youth to participate in decision making.

All input will be collected and synthesized into a concise, easy-to-understand summary of input received and will be used in the next design phase.

4.8 REVISED DESIGN DEVELOPMENT (30% DRAWINGS AND COST ESTIMATE)

Based on City review comments and public input, the PlaceWorks team will revise the Draft Design Development Plan. This draft will be used in discussions and for preliminary letters of intent with Southern California Edison (SCE) and City of Santa Ana Water Resources Division.

The revised Design Development package will include preliminary working drawings to 30% and will be accompanied by a cost estimate. The package will include the following preliminary plan sheets:

- Title Sheet and Location Map
- Demolition Plan
- Water Quality Management Plan (tentative)
- Grading, Drainage, and Utility Plan
- Layout Plan
- Materials Plan
- Electrical Plan
- Planting Plan and Hydrozone Irrigation Calculations

4.9 CITY STAFF MEETING #5: PREPARING FOR FINAL DESIGN

Following a four-week review period, PlaceWorks will facilitate a City staff meeting to review the 30% drawings and conduct a site walk with to review the drawings in the field and deliberate on areas where there are questions or potential impacts.

TASK 5. UTILITY COORDINATION

5.1 SOUTHERN CALIFORNIA EDISON (SCE)

PBS Engineers will coordinate with SCE early in the design process to determine electrical capacity requirements and service needs. In tandem with the 30% submittal, PBS Engineers will submit a Letter of Intent to begin the process for SCE electrical plan of service and all permits. PBS Engineers will update plans as needed to respond to SCE’s request and will finalize the plan of service and all associated permits as part of this project. It is assumed that the City will pay associated permitting fees.

5.2 CITY OF SANTA ANA WATER RESOURCES

BKF will coordinate early in the design process with Water Resources to verify available water pressures and volumes and to determine water service needs and capacity requirements. In tandem with the 30% submittal, BKF will provide additional detail about the project including water needs for the irrigation and potable water features and initiate the Water Resources service plan process. BKF will finalize the plan of service and include it as part of the final construction documents.

TASK 6. CONSTRUCTION DOCUMENTS

6.1 90% PS+E SUBMITTAL

Based on the City's Comments and the Field Walk to review the Revised Design Development plan (30% Drawings), the PlaceWorks team will develop the 90% PS+E submittal for the project. The preliminary list and count of the construction document sheet set is anticipated to include approximately 30 to 35 sheets listed in Table 1. We believe that, for the purpose of clarity, construction document plans are best prepared at 1:20 scale.

Table 1 Preliminary Construction Document Sheets (90%, 100%, Final Set)

Sheet Title	Responsibility	Sheets
Title Sheet and Location Map	PlaceWorks	1
Notes, Legend and Abbreviations	PlaceWorks	1
Existing Conditions /BASE @ 1:20	BKF	1
Water Quality Management Plan (WQMP)	BKF	1
Demolition Plans @ 1:20	BKF	1
Civil Construction Details	BKF	3
Grading & Drainage Plans @1:20	BKF	1
Layout Plan	PlaceWorks	1
Sewer and Water (wet) Utility Plans	BKF	1
Materials Plan @1:20	PlaceWorks	1
Landscape Details	PlaceWorks	6
Electrical Plans @1:20	PBS Engineers	1
Electrical Details	PBS Engineers	4
Irrigation Plans @1:20 WELO Calcs & Submittals	Sweeney + Associates	1
Irrigation Details	Sweeney + Associates	4
Planting Plan @1:20	PlaceWorks	1
Planting Details	PlaceWorks	2

The 90% plans will be accompanied by draft specifications in CSI format. The cost estimate will be developed using the City's preferred schedule-of-values format or other bid-form-ready template.

PlaceWorks will also develop a 3d rendering of the proposed improvements as part of this submittal, but it will not be included in the draft plans.

6.2 CITY STAFF MEETING #5: 90% PS+E AND CONSTRUCTABILITY REVIEW

Following a four-week review period, City staff will provide PlaceWorks with one set of marked up plans and specifications. PlaceWorks will meet with City staff to review comments on the 90% set, clarify any questions that may arise, and address constructability. The project team will conduct a site walk to address any remaining issues.

6.3 100% PS+E SUBMITTAL

Based on City review comments, the PlaceWorks team will revise the 90% submittal and refine it to 100%.

6.4 CITY STAFF MEETING #6: 100% PS+E

Following a four-week review period and receipt of marked-up plans and specifications, PlaceWorks will meet with City staff to review comments on the 100% set and clarify any questions that may arise.

6.5 FINAL PS+E BID SET

Based on City's review comments, the PlaceWorks team will make minor revisions to the 100% submittal and refine it to a Final set for going to bid purposes. The Final plan set will include the electrical plan of service approved by SCE and final plan of service approved by City of Santa Ana Water Resources Division.

TASK 7. CONSTRUCTION ADMINISTRATION

7.1 BID SUPPORT

The PlaceWorks Team will assist during the bidding phase by attending the pre-bid meeting, responding to contractor requests for information, and preparing two bid addenda if necessary.

7.2 CONSTRUCTION SUPPORT

During construction, the PlaceWorks team will assist the City with construction administration, including the tasks summarized below. The number of hours is approximate based on similar projects and can be evaluated if additional services are needed. We assume that the City will provide a construction manager to provide day-to-day project oversight and coordination with the contractor.

- **Construction Site Visits.** The PlaceWorks team will attend a pre-construction meeting with City staff and the Contractor to review the drawings and specs. Following this meeting, PlaceWorks will participate in one project coordination meeting per week during anticipated construction phase and review the required mock-ups and field samples as indicated in the Technical Specifications.
- **Submittal Responses.** The PlaceWorks team will review submittals for conformance to plans and specifications and prepare a written response for each submittal.
- **RFIs and Supplemental Information.** The PlaceWorks team will respond to questions from the Contractor in the field, as requested by the City. PlaceWorks will respond in a timely and efficient manner to the contractor's requests for additional information.
- **Punchlist.** The PlaceWorks team will develop a draft punch list for the field inspector and contractor's review following a pre-final site visit. PlaceWorks will participate in a final site visit to go over the items in the punch list, once the contractor has indicated the list is complete.

Schedule

PlaceWorks proposed schedule for completion of the New Outdoor Library at Jerome Park project is shown in on the following page. As shown in the schedule, we anticipate that the project can be completed by December 31, 2023. We believe this schedule is in keeping with your needs, but we are happy to revise this schedule if necessary.

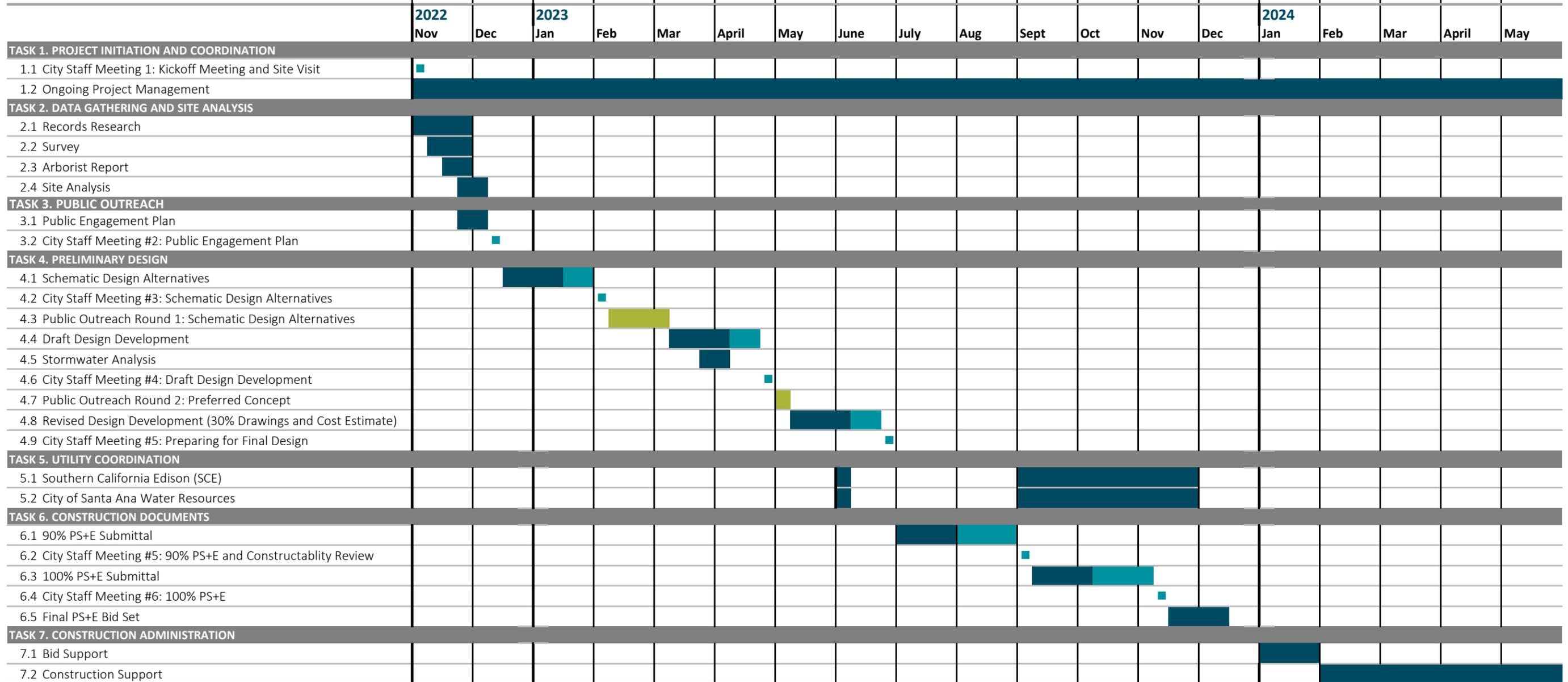
PlaceWorks has a strong track record for meeting project schedules and coordinating closely with its clients. Over years of managing projects similar to the Jerome Park project, we have developed a variety of tools to keep projects on schedule and ensure that staff are well informed at all times:

- We maintain an up-to-date schedule throughout the project to ensure that all team members are aware of upcoming meetings and product due dates.
- We stay in close, regular contact with staff and our subconsultants and document important decisions about the project in writing to ensure that decisions are understood by all team members.
- We schedule project due dates for staff and subconsultants with adequate time for editing and formatting finished reports.
- We limit subconsultants' payments to specific milestones to ensure that progress on the project is commensurate with billings.

2. Scope of Services and Schedule

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Jerome Park Library - Design Services
PROPOSED PROJECT SCHEDULE



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PlaceWorks – 2022 Standard Fee Schedule

STAFF LEVEL	HOURLY BILL RATE
Principal	\$210-\$335
Associate Principal	\$195-\$250
Senior Associate/Senior Scientist II	\$170-\$235
Senior Associate/Senior Scientist I	\$160-\$195
Associate/Scientist II	\$135-\$170
Associate/Scientist I	\$125-\$160
Project Planner/Project Scientist	\$105-\$150
Planner/Assistant Scientist	\$90-\$130
Graphics Specialist	\$90-\$135
Administrator	\$145-\$200
Clerical/Word Processing/Technical Editor	\$45-\$150
Intern	\$75-\$100

Subconsultants are billed at cost plus 10%.

Mileage reimbursement rate is the standard IRS-approved rate.

Possible Yearly Increase of 5% on bill rates.

HOURLY RATE SCHEDULE

BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE

EFFECTIVE MARCH 28, 2022

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal/Vice President	\$272.00
Senior Associate/Vice President	\$244.00
Associate	\$237.00
Senior Project Manager Senior Technical Manager	\$237.00
Project Manager Technical Manager	\$231.00
Engineering Manager Surveying Manager Planning Manager	\$213.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$198.00
Project Engineer Project Surveyor Project Planner	\$174.00
Design Engineer Staff Surveyor Staff Planner	\$151.00
BIM Specialist I, II, III	\$151.00 - \$174.00 - \$198.00
Technician I, II, III, IV	\$144.00 - \$153.00 - \$168.00 - \$181.00
Drafter I, II, III, IV	\$113.00 - \$124.00 - \$134.00 - \$149.00
Engineering Assistant Surveying Assistant Planning Assistant	\$94.00
FIELD SURVEYING	
Survey Party Chief	\$198.00
Instrument Person	\$170.00
Survey Chainperson	\$127.00
Utility Locator I, II, III, IV	\$103.00 - \$146.00 - \$175.00 - \$199.00
Apprentice I, II, III, IV	\$78.00 - \$105.00 - \$116.00 - \$123.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$259.00
Senior Construction Administrator	\$225.00
Resident Engineer	\$167.00
Field Engineer I, II, III	\$151.00 - \$174.00 - \$198.00
PROJECT ADMINISTRATION	
Project Coordinator	\$126.00
Senior Project Assistant	\$109.00
Project Assistant	\$96.00
Clerical Administrative Assistant	\$81.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.



**2022
SCHEDULE OF CHARGES**

The fee for our services will be based on the charges listed below. All fee quotations are applicable for a period of ninety (90) days from the date of the proposal to which this schedule is attached. We reserve the right to modify these rates upon thirty (30) days advance notice.

PERSONNEL/HOURLY RATE

Principal Engineer_____	\$190	Senior CADD/Revit Operator_____	\$119
Project Manager_____	\$165	CADD/Revit Operator/Drafting_____	\$99
Project/Senior Engineer_____	\$145	Senior Field Representative_____	\$124
Senior Designer_____	\$130	Field Representative_____	\$114
Designer_____	\$124	Word Processor/Clerical_____	\$96

These rates apply to regular time and travel time in the continental United States. A maximum travel time of eight (8) hours will be charged on any day. If required in the interest of the project, Overtime will be charged at the above rates for professional personnel and at 1.5 times the above rates for other personnel. Overtime will apply to the time in excess of eight (8) hours per weekday and all-time on Saturdays, Sundays, and holidays. In the event of adverse weather conditions or other factors beyond our control, a standby charge of four (4) hours per weekday will be made for field personnel. Reimbursable expenses are in addition to personnel rates. Reimbursable expenses will be billed at cost except as noted below.

MISCELLANEOUS CHARGES

Passenger Car_____	\$0.58/mile
Plotting_____	\$5.00/sheet
Photocopy_____	\$0.07/page

INSURANCE

PBS Engineers maintains Professional Liability, General Liability Insurance for bodily injury and property damage with a limit of \$10,000,000 per occurrence for its own account and will furnish certificates of such insurance upon request. In the event the Client desires additional coverage, we will, upon the Client's written request, obtain additional insurance at the Client's expense.

sweeney + associates

IRRIGATION DESIGN AND CONSULTING

The logo for Sweeney + Associates, featuring the letters 'S+a' in a white, sans-serif font inside a grey, rounded rectangular shape.

Hourly rates as follows:

Principal - \$190.00 per hour,
Irrigation Designer - \$145.00 per hour
Project Manager - \$160.00 per hour

EXHIBIT C
FEDERAL CONTRACT PROVISIONS

During the performance of this Agreement, Consultant shall comply with all applicable federal laws and regulations including, but not limited to, the federal contract provisions in this Exhibit C.

1. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.327)

(a) Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. The Contract Documents include remedies for breach and termination for cause and convenience.

(b) Appendix II to Part 200 (C) – Equal Employment Opportunity: If this Agreement meets the definition of a “federal assisted construction contract” in 41 CFR § 60-1.3, Consultant agrees as follows during the performance of this Agreement:

(i) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant 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. The Consultant 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.

(ii) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Consultant will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Consultant's legal duty to furnish information.

(iv) The Consultant 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 the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Consultant 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.

(vi) The Consultant 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.

(vii) In the event of the Consultant'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 the Consultant 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 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.

(viii) The Consultant will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) 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. The Consultant 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 the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the City so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of the Consultant and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for

violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee) for this project; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Appendix II to Part 200 (D) – Davis-Bacon Act: Not applicable to this Agreement since it is funded by CSLFRF.

(d) Appendix II to Part 200 (D) – Copeland “Anti-Kickback” Act: Not applicable to this Agreement since it is funded by CSLFRF.

(e) Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

(i) 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.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (ii) of this section the Consultant 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 (ii) 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 (ii) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The 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 the Consultant or subcontractor under any such contract or any other Federal contract with the Consultant, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the Consultant, such sums as may be determined to be necessary to satisfy any liabilities of Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

(iv) Subcontracts. The Consultant or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Consultant

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

(f) Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the Consultant 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 Consultant must comply with the requirements of 37 CFR 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 awarding agency..

(g) Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act:

(i) Pursuant to the Clean Air Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(ii) Pursuant to the Federal Water Pollution Control Act, (1) Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Consultant agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Consultant agrees to include these requirements in each subcontract exceeding \$150,000.

(h) Appendix II to Part 200 (H) – Debarment and Suspension:

(i) This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Consultant is required to verify that none of the Consultant, 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).

(ii) Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(iii) This certification is a material representation of fact relied upon by City. If it is later determined that Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(iv) Consultant warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Consultant also agrees to verify that all subcontractors performing work under this Agreement are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Consultant

further agrees to notify the City in writing immediately if Consultant or its subcontractors are not in compliance during the term of this Agreement.

(i) Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: Contractors that apply or bid for an award exceeding \$100,000 must 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 31 U.S.C. 1352. Each tier must 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 who in turn will forward the certification(s) to the awarding agency.

(j) Appendix II to Part 200 (J) – §200.323 Procurement of Recovered Materials:

(i) Consultant 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.

(ii) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: competitively within a timeframe providing for compliance with the contract performance schedule; meeting contract performance requirements; or at a reasonable price.

(iii) 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>.

(iv) The Consultant also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

(k) Appendix II to Part 200 (K) – §200.216 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment:

(i) Consultant 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).

(1) 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).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) 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.

(ii) See Public Law 115-232, section 889 for additional information.

(l) Appendix II to Part 200 (L) – §200.322 Domestic Preferences for Procurement:

(i) Consultant shall, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontracts.

(ii) For purposes of this section:

(1) “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.

(2) “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

2. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

(a) Consultant shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women’s business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.

(b) Affirmative steps shall include:

(i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

(iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and

(v) Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

(c) Consultant shall submit evidence of compliance with the foregoing affirmative steps when requested by the City.

3. COMPLIANCE WITH U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS

(a) Maintenance of and Access to Records. Consultant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Consultant agrees to provide the City, Treasury Office of Inspector General and the Government Accountability Office, or any of their authorized representatives access to any books, documents, papers, and records (electronic or otherwise) of the Consultant which are directly pertinent to this Agreement for the purposes of conducting audits or other investigations. Records shall be maintained by Consultant for a period of five (5) years after completion of the Project.

(b) Compliance with Federal Regulations. Consultant agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Consultant also agrees to comply with all other applicable federal statutes, regulations, and executive orders, including, without limitation, the following:

(i) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

(ii) Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

(iii) OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

(iv) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(v) Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(vi) New Restrictions on Lobbying, 31 C.F.R. Part 21.

(vii) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

(c) Compliance with Federal Statutes and Regulations Prohibiting Discrimination. Consultant agrees to comply with statutes and regulations prohibiting discrimination applicable to the CSLFRF program including, without limitation, the following:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

(ii) The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

(iii) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

(iv) 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.

(v) Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

(d) False Statements. Consultant understands that making false statements or claims in connection with the CSLFRF program 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.

(e) Protections for Whistleblowers.

(i) In accordance with 41 U.S.C. § 4712, Consultant may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

(ii) The list of persons and entities referenced in the paragraph above includes the following:

(1) A member of Congress or a representative of a committee of Congress;

(2) An Inspector General;

(3) The Government Accountability Office;

(4) A Treasury employee responsible for contract or grant oversight or management;

(5) An authorized official of the Department of Justice or other law enforcement agency;

(6) A court or grand jury; or

(7) A management official or other employee of Consultant, or a subcontractor who has the responsibility to investigate, discover, or address misconduct.

(f) Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Consultant is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles, and encourage its subcontractors to do the same

(g) Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Consultant should encourage its employees and subcontractors to adopt and enforce policies that ban text messaging while driving, and Consultant should establish workplace safety policies to decrease accidents caused by distracted drivers.

(h) Assurances of Compliance with Civil Rights Requirements. The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to the Project, including, but not limited to, the following:

(i) Consultant ensures its current and future compliance 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.

(ii) Consultant acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency (LEP),” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, are limited in their English proficiency. Consultant understands that the denial of access to persons to its programs, services and activities because of their limited proficiency in English is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964. Accordingly, Consultant shall initiate reasonable steps, or comply with Treasury’s directives, to ensure meaningful access to its programs, services and activities to LEP persons. Consultant understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary to ensure effective communication in the Project.

(iii) Consultant agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.

(iv) Consultant acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Consultant and Consultant's successors, transferees and assignees for the period in which such assistance is provided.

(v) Consultant agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Consultant and the Consultant's subcontractors, successors, transferees and assignees:

The subcontractor, successor, transferee and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also extends protection to persons with "Limited English proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by Department of the Treasury Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement).

(vi) Consultant understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Consultant, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Consultant for the period during which it retains ownership or possession of the property.

(vii) Consultant shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Consultant shall comply with information requests, on-site compliance reviews, and reporting requirements.

(viii) Consultant shall maintain a complaint log and inform the Department of the Treasury of any accusations of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Consultant must also inform the Department of the Treasury if Consultant has received no complaints under Title VI.

(ix) Consultant must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Consultant and the administrative agency that made the finding. If the Consultant settles a case or matter alleging such discrimination, Consultant must provide documentation of the settlement. If Consultant has not been the subject of any court or administrative agency finding of discrimination, please so state.

(x) If Consultant makes sub-awards to other agencies or other entities, Consultant is responsible for assuring that sub-recipients also comply with Title VI and all of the applicable authorities covered in this assurance.