


Agenda Report Reviewed by:
City Manager: 

CITY OF SEBASTOPOL
CITY COUNCIL
AGENDA ITEM REPORT

Meeting Date: September 7, 2021
To: Honorable Mayor and Honorable City Councilmembers
From: Toni Bertolero, Engineering Consultant
Subject: Bodega Avenue Bike Lanes and Rehabilitation Project: Funding Agreement for Community Development Block Grant (CDBG) Funds; Modification to the Master Agreement for design services with Wood Rodgers, Inc.; and Budget Amendment for the Project

Recommendation: That the City Council:
a. Approve the Funding Agreement for use of FY 2019-20 CDBG funds; and
b. Approve Modification 1 to the Master Agreement 2010-01-37 Amendment No. 4 with Wood Rodgers for the design
c. Adopt a Resolution Authorizing a Budget Amendment for CIP Project #0516-85.00

Funding: Currently Budgeted: _____ Yes ___X___ No _____ N/A

Account Code/Costs authorized in City Approved Budget (if applicable) AK (verified by Administrative Services Department)

INTRODUCTION:

The item is to request Council approval of the following pertaining to the Bodega Avenue Bike Lanes and Rehabilitation Project:

- a. Approval of Funding Agreement for Use of FY 2019-20 CDBG Funds for the Design of the Bodega Avenue Accessibility Project; and
- b. Approval of Modification 1 to Master Agreement 2010-01-37 Amendment No. 4 with Wood Rodgers, Inc. for the Design of the Bodega Avenue Corridor Reconstruction.
- c. Adoption of Resolution authorizing a budget amendment to the Fiscal Year 2021-22 CIP Budget for CIP Project #0516-85.00.

The project title is listed slightly different in the CDBG Funding Agreement and the Wood Rodgers professional services agreement, but both pertain to the project of which the official title in the Transportation Improvement Program (TIP) is the *Bodega Avenue Bike Lanes and Rehabilitation Project* ("Project").

BACKGROUND:

Community Development Block Grants (CDBG)

CDBG funds are administered by the County of Sonoma under the Urban County Entitlement Program. Sebastopol, along with six other cities, participates in this program through a cooperative agreement. The City applied for CDBG funds for the Fiscal Year 2019-20 CDBG cycle and in April 2019 for the design of the Project and was awarded the grant in the amount of \$146,040. The funds are programmed to be used for the Project's design. It has taken some time to receive the Funding Agreement due to the pandemic and limited staffing with the Sonoma County

Community Development Commission (CDC), particularly in their environmental group. The CDC requires environmental review before a funding agreement can be drafted.

Design Contract with Wood Rodgers, Inc.

Council approved Amendment No. 4 to the Master Agreement with Wood Rodgers on April 6, 2021 for an amount not-to-exceed \$250,805. The scope of services was for engineering and environmental review of the Project. Because the Project’s construction will receive OBAG 2 federal transportation grant funding, the Project design and environmental NEPA review is administered through Caltrans. During the NEPA review process, Caltrans determined that further cultural resource study and evaluation are needed because the Project may affect the cemetery, the Burbank Farms properties and several other properties within the project area.

DISCUSSION:

Funding Agreement for Use of CDBG Funds

The City approved the design contract with Wood Rodgers on April 6, 2021. Typically, CDBG funds cannot be reimbursed for expenditures made before a funding agreement is executed. However, because these funds were programmed for the design phase, the City is allowed to submit and receive reimbursement for work performed prior to execution of the agreement, provided construction of the project has not commenced. Because no construction has occurred, the City is eligible to received reimbursement for the prior work incurred.

Modification 1 to Amendment No. 4 to the Master Agreement with Wood Rodgers

The modification to the design agreement is for preparing a cultural resource study as required by Caltrans is for the preparation of:

- Historic Resources Evaluation Report
- Finding of No Adverse Effect Report
- Section 4(f) Evaluation

The first two tasks will be conducted by a subconsultant, JRP LLC, a specialist in historical cultural resources consulting. The third task will be performed by Wood Rodgers environmental staff. The additional cost is not to exceed \$53,000 bringing the new contract total for the Wood Rodgers contract from not to exceed \$250,805 to \$303,805.

This additional work required by Caltrans will affect the project schedule. Originally staff planned to receive Caltrans approval in spring 2022 with a summer 2022 construction date. With the requirement to prepare various environmental reports, the schedule will be delayed with an anticipated construction date of summer 2023.

CIP Budget Amendment

A budget amendment is needed to revise the funding sources to include the CDBG funds and to increase the CIP budget to include the additional work that Wood Rodgers will be performing for environmental review. In addition, staff recommends adding a 5 percent contingency to the design contract should other design and environmental requirements be made by Caltrans. The proposed budget amendment for the design is:

Original budget	\$250,805.
Modification 1	53,000.
Contingency	<u>15,000.</u>
Proposed budget	\$318,805.

GOALS:

This action supports the following City Council Goals and General Plan Actions:

Goal 2 - Maintain, Improve and Invest in the City’s Infrastructure (Water, Sewer, Streets, Circulation, Parks, Storm Drains and Public Facilities).

PUBLIC NOTICE:

This item was noticed in accordance with the Ralph M. Brown Act and was available for public viewing and review at least 72 hours prior to schedule meeting date.

FISCAL IMPACT:

The adopted CIP Budget and the proposed CIP budget are summarized in Table 1 below. Because the CIP budget for the design was originally approved in Fiscal Year 2020-21, for transparency purposes the project totals in the table are the totals over the two fiscal years. The proposed budget amendment is an increase to the adopted budget by \$68,000. With the new CDBG revenue source of \$146,040, the City can reduce the amount of funds dedicated to this project from the Road Maintenance and Rehab fund.

Table 1 - Adopted and Proposed CIP Budget for: Bodega Avenue Bike Lanes and Rehab Design Project #0516-85.00

EXPENDITURES (\$)	ADOPTED			PROPOSED		
	FY 2020-21	FY 2021-22	PROJECT TOTAL	FY 2020-21	FY 2021-22	PROJECT TOTAL
Project Management	15,000	4,195	19,195	15,000	4,195	19,195
Design	250,805		250,805	250,805	68,000	318,805
Expenditures Total	265,805	4,195	270,000	265,805	72,195	338,000
FUNDING SOURCES (\$)						
Measure M Transportation	115,000		115,000	115,000	-	115,000
Road Maintenance & Rehab	150,805	4,195	-	72,765	4,195	76,960
CDBG	-	-	-	78,040	68,000	146,040
Funding Total	265,805	4,195	115,000	265,805	72,195	338,000

RECOMMENDATION:

That the City Council:

- a. Approve the Funding Agreement for Use of FY 2019-20 CDBG Funds for the Design of the Bodega Avenue Accessibility Project; and
- b. Approve Modification 1 to Master Agreement 2010-01-37 Amendment No. 4 with Wood Rodgers, Inc. for the Design of the Bodega Avenue Corridor Reconstruction; and
- c. Adopt the Resolution authorizing a budget amendment to the Fiscal Year 2021-22 CIP Budget for CIP Project #0516-85.00.

ATTACHMENTS:

- Funding Agreement (CDBG)
- Modification 1 (Wood Rodgers)
- Proposal (Wood Rodgers)
- Resolution

**FUNDING AGREEMENT
FOR USE OF FY 2019–2020 CDBG FUNDS**

The following is an agreement, dated as of the date of execution, by and between the City of Sebastopol, a political subdivision of the State of California, hereinafter referred to as “MUNICIPALITY,” and the Sonoma County Community Development Commission, a public body corporate and politic, hereinafter referred to as “COMMISSION.”

WITNESSETH:

WHEREAS, on behalf of the County of Sonoma, COMMISSION administers certain housing and community development activities pursuant to the Housing and Community Development Act of 1974 and 1987 as amended, known as the Community Development Block Grant Program (CDBG); and

WHEREAS, the Sonoma County Board of Supervisors did on April 30, 2019, approve the use of \$146,040 in fiscal year 2019–2020 CDBG funds for the Bodega Avenue Accessibility Improvement Project (PROJECT); and

WHEREAS, MUNICIPALITY will provide funding from other sources for the project; and

WHEREAS, COMMISSION and MUNICIPALITY wish to enter into an agreement for partial funding of the PROJECT,

NOW, THEREFORE, it is mutually agreed as follows:

PART A – SPECIFIC PROVISIONS

1. Activities Funded by COMMISSION. For an amount not to exceed \$146,040 of the allocated CDBG funds, COMMISSION shall reimburse MUNICIPALITY for the activities set forth in Exhibit A, attached hereto and incorporated herein by specific reference, after documentation satisfactory to COMMISSION that MUNICIPALITY has made proper disbursement.
2. Adoption of Action Plan. The annual adoption by the Board of Supervisors of the Consolidated Plan, which includes the Annual Action Plan, shall serve as authorization and direction to COMMISSION to implement the PROJECT included in COMMISSION’s final budget, within the budgeted appropriations.
3. Term of Agreement. This Agreement shall commence on the date of execution of this Agreement, and shall terminate 18 months from that date unless extended by mutual written agreement of the parties hereto or terminated pursuant to paragraph 8.

4. Scope of Services. MUNICIPALITY shall, in a manner satisfactory to COMMISSION, perform the services set forth in Exhibit A, Scope of Services, attached hereto and incorporated herein by specific reference.

5. Payment. COMMISSION agrees to pay to MUNICIPALITY amounts not to exceed the costs incurred by MUNICIPALITY consistent with the budget and other terms contained in Exhibit B attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Reimbursement payment will be made in installments in accordance with Exhibit B, Budget, after MUNICIPALITY submits adequate written documentation of the expenses incurred in a form specified by COMMISSION. Reimbursement requests should be submitted to COMMISSION at least quarterly.

6. Federal Award. All or part of this agreement will be paid with Federal awards. As a CDBG grantee, the Commission is required to provide certain information regarding Federal award(s) to MUNICIPALITY. In signing this Agreement, MUNICIPALITY acknowledges receipt of the following information regarding Federal award that will be used to pay for this Agreement:

CFDA Title: Community Development Block Grants/Entitlement Grants

CFDA Number: 14.218

Award Name: Community Development Block Grant

Award Number: B-19-UC-06-0008

Award Year: 2019/2020

Federal Agency: U.S. Department of Housing and Urban Development

Pass-Through Agency: Sonoma County Community Development Commission

Federal Tax Identification Number: 94-2158408

7. Subcontracts: MUNICIPALITY shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. MUNICIPALITY shall monitor all subcontracted services on a regular basis to ensure contract compliance. MUNICIPALITY shall undertake to ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to COMMISSION along with a summary description of the selection process.

8. Indemnification: Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers agents, and employees, from and against any and all

claims, loss, proceedings, damages causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by, any act, omission, or negligence of such indemnifying party or its agents employees, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under worker's compensation acts, disability benefit acts, or other employee benefit acts.

9. Merger: This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure § 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

10. Termination: At any time with or without cause, COMMISSION shall have the right in its sole discretion, to terminate this Agreement by giving written notice to MUNICIPALITY. For termination without cause, MUNICIPALITY shall be entitled to receive full payment and reimbursement for all services rendered and expenses incurred to the date of termination. If MUNICIPALITY fails to perform any of its obligations hereunder, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION may terminate this Agreement by giving MUNICIPALITY written notice of such termination. In such event, MUNICIPALITY shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder.

COMMISSION will give MUNICIPALITY thirty (30) days written notice of termination of the Agreement. MUNICIPALITY shall have the right to initiate the cure for the default within thirty (30) days of the date of the written notice of termination of the Agreement and shall complete said cure within ninety (90) days of the date of the written notice of termination.

Both parties have entered into this Agreement in reliance on the representation of the federal government that the program funding will continue. Notwithstanding any other provision of this Agreement, COMMISSION retains the right in its sole discretion and without notice to terminate or reduce the amount payable to MUNICIPALITY under this Agreement in the event that the Federal government does not fund in the amount projected at the time this Agreement is executed. MUNICIPALITY agrees that maximum amount payable under this Agreement by COMMISSION shall not exceed the amount actually funded by the federal government.

11. Reporting: MUNICIPALITY agrees to provide a written quarterly report five (5) days after the end of each quarter. Each quarterly report shall describe the progress of the project.

Within fifteen (15) days after the termination date of this Agreement, MUNICIPALITY agrees to submit to COMMISSION a final report that will address the accomplishments

made during the funding period. All quarterly and final reports shall be submitted in a form specified by COMMISSION.

12. Amendments: COMMISSION or MUNICIPALITY may amend this Agreement at any time providing that such amendments make specific reference to this Agreement, and are executed in writing, signed by duly authorized representatives of both organizations and, when required, approved by COMMISSION's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release COMMISSION or MUNICIPALITY from its obligations under this Agreement.

COMMISSION may, in its discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies, and changes in available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COMMISSION and MUNICIPALITY.

PART B – GENERAL TERMS AND CONDITIONS

1. Equal Opportunity Certifications

MUNICIPALITY hereby assures and certifies that it will comply with the following Acts and/or Executive Orders:

a) Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.; P.L. 88-352) and regulations pursuant thereto (Title 24 CFR Part I) states that no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance extended to MUNICIPALITY. This assurance shall obligate MUNICIPALITY, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

b) Fair Housing Act of 1968

The Fair Housing Act (42 U.S.C. 3601-3620; P.L. 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status. MUNICIPALITY shall administer all programs and activities assisted under this Agreement in a manner to affirmatively further the policies of the Fair Housing Act.

c) Executive Order 11063 -- Equal Opportunity in Housing

Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR Part 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with Federal financial assistance.

d) Executive Order 11246 – Equal Employment Opportunity

Executive Order 11246, 11375, 11478, 12086 and 12107, 13665, and 13672, as may be amended, and all regulations pursuant thereto (41 CFR Chapter 60) states that no person shall be discriminated against on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin in all phases of employment during the performance of federal or federally assisted construction contracts and affirmative action shall be taken to ensure equal employment opportunity. MUNICIPALITY will incorporate, or cause to be incorporated, into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the federal government or borrowed on the credit of the federal government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor 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 contractor’s legal duty to furnish information.

4. The 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the provisions of paragraphs (1) through (8) 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 No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

e) Executive Order 13166 – Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4 Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.

MUNICIPALITY must analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. The number or proportion of LEP persons eligible to be served or likely to be applying for program services;
2. The frequency with which LEP persons utilize these programs and services;
3. The nature and importance of the program, activity, or service provided; and
4. The benefits of providing LEP services and the resources available and costs to MUNICIPALITY for those services.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on MUNICIPALITY. MUNICIPALITY shall develop and implement a LEP policy consistent with the above guidelines and provide COMMISSION with copies of its LEP Policy.

f) Executive Orders 11625, 12432, 12138 - Minority and Women-Owned Business Opportunities

These Executive Orders state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

MUNICIPALITY shall take all reasonable steps necessary to encourage the participation of minority and female-owned businesses in work under this Agreement.

With regard to any work of construction funded under this Agreement, such steps may include, without limitation, the following:

1. Obtaining the minority and Women’s Business Registry and list of contractors registered with the State of California Supplier Clearinghouse from the COMMISSION MBE/WBE Coordinator to ensure such contractors receive an invitation to bid.
2. Advertising the invitation to bid or to submit proposals in Spanish language publications and in a newspaper of general circulation in Sonoma County.
3. Reviewing the telephone directory or professional organization membership lists, or making direct contact with minority- or female-owned businesses for specialized trades and services, and inviting such firms to bid.
4. MUNICIPALITY shall include the Minority and Women’s Business Enterprise requirements, in the form prescribed by the COMMISSION, in all contracts for use of funds under this Agreement, and MUNICIPALITY shall coordinate purchases of goods and services over \$10,000 with the COMMISSION’s MBE/WBE Coordinator.

MUNICIPALITY shall maintain documentation of outreach efforts to minority and/or female-owned businesses. Additionally, MUNICIPALITY shall maintain documentation of contract awards for the Quarterly Reports submitted to the COMMISSION.

g) Architectural Barriers Act

MUNICIPALITY shall comply with the Architectural Barriers Act of 1968 (42 USC § 4151), as applicable, which Act requires that the design of any facility, except a private residence, that is constructed, renovated, remodeled or rehabilitated with funds received pursuant to this Agreement shall comply with the “American Standard Specification for Making Buildings and Facilities Accessible, and Usable by, the Physically Handicapped”, as described in 41 U.S.C.F.R. 10119.6, and MUNICIPALITY shall cooperate with the COMMISSION in its inspections pursuant to such provisions.

h) Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 provides that no person in the United States shall on the basis of race, color, national origin, religion or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.) or discrimination on the basis of disability as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

i) Section 3 Requirements

Compliance with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, and with the implementing regulations set forth in 24 CFR Part 135, shall be a condition of the assistance provided under this contract. MUNICIPALITY shall comply with these Section 3 requirements and with the Section 3 Affirmative Action Plan attached as Exhibit C.

All Section 3 covered contracts shall include the following clause (referred to as the “Section 3 Clause”):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low- income persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the contractor is in violation of the regulations in, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the

contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 135.

F. Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

j) Section 504 of the Rehabilitation Act of 1973

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination on the basis of disability in federally assisted and conducted programs and activities, which provides in part that no otherwise qualified individual shall be denied the opportunity to participate in a program or activity because of their disability, may not be required to accept a different kind or lesser program or service than what is provided to others without disabilities, may not be denied access to locations where services are offered because of physical impairments, and may not be required to participate in separate programs and services from those available to persons without disabilities. Generally, an otherwise qualified individual with a disability shall not, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance extended to MUNICIPALITY.

k) Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving Federal financial assistance.

2. Other Federal and Local Requirements

a) Audit Requirements - Compliance with 2 CFR Part 200

MUNICIPALITY shall comply with the requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, except as otherwise specified herein.

Specifically, MUNICIPALITY shall obtain an annual program specific or single audit, as required by 2 CFR, Part 200, Subpart F. MUNICIPALITY shall provide a copy of such audit together with any management letters and supplementary or related audit letters or reports to COMMISSION within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of MUNICIPALITY's fiscal year. The audit shall include a supplementary schedule showing all revenues and expenditures of CDBG funds and other federal funds for the fiscal year.

b) Research and Development (R & D)

Funds may not be used for R & D. R & D means all research and development related activities, both basic and applied, that are performed by non-Federal entities. See 2 CFR §200.87 for additional information on R & D.

c) Costs

All costs must be necessary and reasonable for the performance of the federal award and be allocable thereto under these principles per 2 CFR §§ 200.403 and 404. Classifying a particular cost as direct or indirect depends on whether it can be identified directly with a cost objective (such as a project or activity) without disproportionate effort. All costs must comply with 2 CFR Part 200, Subpart E- Cost Principles (2 CFR §§ 200.420-200.475)

The MUNICIPALITY may elect but is not required, to charge for indirect costs. If the MUNICIPALITY chooses to charge for indirect costs, the maximum indirect cost rate is 10% (*de minimis*), unless an indirect cost rate has been previously negotiated with and approved by the agency which is the federal agency responsible for reviewing, negotiating and approving cost allocation plans or indirect cost rate proposals. The negotiated rate must be accepted by all federal awarding agencies.

d) Food, Travel, and Entertainment

Travel costs may include expenses for transportation, lodging, and subsistence, and are only allowable for employees who are in travel status on official business and approved as part of this Agreement or with prior written approval and are specifically related to this Agreement. Costs must be considered reasonable and must not exceed charges allowed by MUNICIPALITY's Out of Town Travel Policy. See 2 CFR § 200.474 for additional information on travel costs.

The costs of entertainment, including amusement, diversion and social activities and any associated costs are not allowed except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the federal award or with prior written approval. All entertainment costs must comply with 2 CFR §200.438. In addition, the costs of alcoholic beverages are not allowed under 2 CFR §200.423.

e) Records

MUNICIPALITY shall retain all project development records, books, papers, and documents for a period of not less than five (5) years after the completion of construction. MUNICIPALITY shall grant COMMISSION the option of retention of the project records, books, papers, and documents if MUNICIPALITY elects to dispose of said documents following the mandatory retention period.

MUNICIPALITY agrees to make available for inspection and audit to representatives of COMMISSION, federal, state, and/or local county governments, their employees or agents, all books, financial records, program information, and other records pertaining to the overall operation of MUNICIPALITY, and this Agreement. MUNICIPALITY further agrees to allow said representatives to review and inspect its facilities and program operations. Said representatives may monitor the operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations.

In addition to the reports specified in this Agreement, MUNICIPALITY shall retain the records required by the applicable provisions of 24 CFR §570.506 and provide the COMMISSION with the reports required pursuant to 2 CFR § § 200.328, 200.333, and 200.343, and such other records and reports as the COMMISSION may reasonably require in the administration of this Agreement. MUNICIPALITY shall keep all other necessary books and records, including priority, personnel, loan documentation, and financial records, in connection with the operation and services performed under this Agreement in accordance with the provisions of Executive Order 11246 and 2 CFR §200.333.

All provisions of this Agreement that require availability of records or reporting shall survive termination of this Agreement.

f) Conflict of Interest

1. *Interest of Members of a City or County:* No members of the governing body of a city or county and no other officer, employee, or agent of the city or county who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and MUNICIPALITY shall take appropriate steps to assure compliance.

2. *Interest of Other Local Public Officials:* No members of the governing body of the locality and no other public official of such locality, who exercises any function or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Agreement; and MUNICIPALITY shall take appropriate steps to assure compliance.

3. *Interest of MUNICIPALITY and Employees:* MUNICIPALITY understands that as a recipient of federal funds that certain federal laws relating to conflict of

interest apply to MUNICIPALITY, its officers, agents, employees, and constituents; specifically, those laws are contained in 24 CFR Section 85.36 and 84.42 and can generally be summarized as follows:

Except for approved eligible administrative or personnel costs, the general rule is that no employee, agent, consultant or officer of a recipient who has exercised or would exercise any functions or responsibilities with respect to CDBG activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one (1) year thereafter.

g) Program Income

“Program income” means amounts received by MUNICIPALITY generated from the use of federal funds as defined at 24 CFR 570.500. Program income includes, but is not limited to, the following: 1) proceeds from the disposition by sale or long-term lease of real property purchased or improved with federal funds; 2) proceeds from the disposition of equipment purchased with federal funds; 3) gross income from the use or rental of real or personal property acquired by MUNICIPALITY with federal funds, less costs incidental to generation of the income; 4) gross income from the use or rental of real property, owned by MUNICIPALITY, that was constructed or improved with federal funds, less costs incidental to generation of the income; 5) payments of principal and interest on loans made using federal funds; 6) proceeds from the sale of loans made with federal funds; 7) proceeds from the sale of obligations secured by loans made with federal funds; 8) interest earned on program income pending its disposition; and 9) funds collected through special assessments made against properties owned and occupied by households, not of low and moderate income, where the assessments are used to recover all or part of the federally funded portion of a public improvement.

Any program income received by MUNICIPALITY shall be immediately returned to COMMISSION. This provision shall survive the termination or expiration of this Agreement.

h) Equipment

In cases where equipment purchased with federal funds is sold, the proceeds shall be program income. Equipment not needed by MUNICIPALITY for federally funded activities shall be transferred to COMMISSION for the federally funded program or shall be retained by MUNICIPALITY after compensating COMMISSION.

i) Compliance with 2 CFR 200 and 24 CFR 570.502

In cases where MUNICIPALITY is a non-profit organization, MUNICIPALITY shall comply with the requirements and standards of 2 CFR §200.70 and Appendix VIII to 2 CFR Part 200, “Cost Principles for Non-Profit Organizations” and with the applicable sections of 2 CFR §§ 200,52,200,55, and Appendix VIII to 2 CFR Part 200, “Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations,” as listed in 24 CFR 570.502(b)(1) through (4), except as otherwise specified herein.

In cases where MUNICIPALITY is a governmental entity, MUNICIPALITY shall comply with the requirements and standards of 2 CFR §§ 200.416 and 200.417 “Cost Principles for State, Local and Indian Tribal Governments” and with the applicable sections of 2 CFR §§ 200, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” as listed in 24 CFR 570.502(a)(1) through (20), except as otherwise specified herein.

j) Reversion of Assets

Upon expiration of this Agreement, MUNICIPALITY shall transfer to COMMISSION any federal funds on hand at the time of expiration and any accounts receivable attributable to the use of federal funds.

k) Real Property

Real property shall be acquired in accordance with Title III, Uniform Relocation Assistance, and Real Property Acquisition Policies Act of 1970 (at 24 CFR Part 42).

MUNICIPALITY may not change the use of any real property acquired or improved in whole or in part with CDBG funds from that for which the acquisition or improvement was made until and unless MUNICIPALITY provides COMMISSION with at least 60 days’ notice of the proposed change in the use of the property, in order to allow COMMISSION to provide affected persons with reasonable notice of and an opportunity to comment on any proposed change.

MUNICIPALITY agrees that any proposed change shall meet one of these two criteria:

1. The new use of the property qualifies as meeting one of the national objectives established in 24 CFR Part 570.208 (formerly 24 CFR Part 570.901) and is not a building for the general conduct of government, or
2. If, after consultation with affected persons COMMISSION determines that it is appropriate to change the use of the property to a use which does not qualify under paragraph 1 above, MUNICIPALITY may retain or dispose of the property for the changed use if MUNICIPALITY reimburses COMMISSION in the amount of the then-current fair market value of the

property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property.

l) Political Activity Prohibited

CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.

m) Lobbying Restrictions

MUNICIPALITY agrees, to the best of its knowledge and belief:

No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement;

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and the language of this paragraph shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all MUNICIPALITIES and SUBRECIPIENTS shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

n) Religious Activity Prohibited

There shall be no religious worship, instruction, or proselytization as part of, or in connection with, the performance of this Agreement, which prohibition is described in 24 CFR §§ 5.109(d) & (e).

o) Federal Labor Standards: Davis-Bacon Act and Related Acts

MUNICIPALITY agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 USC §3142) , the provisions of Contract Work Hours and Safety Standards Act (40 USC Sections 3701-3708), the Copeland “Anti-Kickback” Act (Title 18 USC Section 874)) and all other applicable federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. As applicable, MUNICIPALITY shall maintain documentation that demonstrates compliance with hour and wage requirements of this paragraph. Such documentation shall be made available to COMMISSION for review upon request.

MUNICIPALITY agrees that, except with respect to rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve MUNICIPALITY of its obligation, if any, to require payment of the higher wage. MUNICIPALITY shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

To the extent that the use of these funds or other funding sources may require, MUNICIPALITY also shall comply with the applicable prevailing wage laws of the State of California, specifically including Labor Code section 1720, in which case prevailing wages shall be the higher of either the Davis-Bacon wages or the State prevailing wages, as determined by trade.

Prior to starting Project construction, MUNICIPALITY must obtain the Department of Labor General Wage Decision for Sonoma County. Ten days prior to the bid opening date, the MUNICIPALITY shall lock in applicable prevailing wage rates through the construction phase. This shall serve as the MUNICIPALITY’s federally-required ten (10) day call.

p) Child Support Compliance Act

If this Agreement is an amount that exceeds \$100,000, the following is acknowledged and agreed to by the MUNICIPALITY: MUNICIPALITY shall (1) comply with all applicable state and federal laws relating to child and family support enforcement orders, including but not limited to Chapter 8 of Part 5 of Division 9 of the California Family Code, and (2) comply with the earnings assignment orders of all employees and provide names of all new employees to the New Hire Registry, maintained by the California Employment Development Department.

q) Drug-Free Workplace

MUNICIPALITY must comply with the Drug-Free Workplace Act of 1988 (final rule published on May 25, 1990) and COMMISSION's policies and rules promulgated under the Act. MUNICIPALITY must obtain such policies and rules from the COMMISSION. The Commission is subject to Sonoma County [Civil Service Rule 10](#) (A) (10), covering Disciplinary Action, and Personnel Policies of Sonoma County Water Agency, Sonoma County Fair & Exposition, Inc., and Community Development Commission. The rule prohibits the use or possession of drugs or alcohol while on the job or reporting to work while under the influence of drugs or alcohol. The Commission is also subject to the Sonoma County Community Development Commission Personnel Policy.

r) Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), MUNICIPALITY shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

s) Displacement, Relocation, Acquisition, and Replacement of Housing

MUNICIPALITY agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606 (b); (b) the requirements of 24 CFR 570.606 (c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104 (d) of the Housing and Community Development Act; and (c) the requirements in 24 CFR 570.606 (d) governing optional relocation policies. MUNICIPALITY shall provide relocation assistance to persons that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. MUNICIPALITY also agrees to comply with the Sonoma County Residential Anti-Displacement and Relocation Assistance Plan, as amended. MUNICIPALITY hereby agrees to pay and to indemnify COMMISSION from and against, any and

all claims and liabilities for relocation benefits required by federal statutes and regulations in connection with activities undertaken pursuant to this Agreement.

t) Lead-Based Paint

MUNICIPALITY agrees that any activities carried out with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35. Such regulations pertain to all HUD-assisted housing and require the proper disclosure of any known or possible presence of lead-based paint (LBP) and LBP hazards, and the notification, evaluation and reduction of lead-based paint hazards in all residential structures constructed prior to 1978 according to Sections 1012/1013 of Title X, Residential Lead-Based Paint Hazard Reduction Act of 1992, as referenced.

u) Historic Preservation

MUNICIPALITY agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all ground-disturbing activities and for all rehabilitation and demolition of historic properties that are fifty years or older or that are included on or are eligible for a federal, state, or local historic property list.

v) Environmental Standards

COMMISSION will engage an environmental consultant to complete the appropriate National Environmental Policy Act (NEPA) environmental review process for the project. MUNICIPALITY will be required to commit a portion of the requested funds for this purpose, or to provide evidence that sufficient funds are available from another source to pay for this work. COMMISSION staff will prepare all documentation required by HUD, publish any required notices, and obtain releases from HUD, as appropriate.

w) Clean Air Act and Federal Water Pollution Control Act

MUNICIPALITY shall comply with and require each subcontractor to comply with all applicable standards of the Clean Air Act of 1970, the Clean Air Act of 1990, the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time. (Applicable to Contracts and Subcontracts Which Exceed \$100,000)

x) Use of Debarred, Suspended or Ineligible Contractors

MUNICIPALITY and its subcontractors agree that assistance provided under this Agreement shall not be used directly or indirectly to employ, award contracts to,

EXHIBIT A

Scope of Work

The City of Sebastopol is seeking funding for preparation of design plans and bid packages for the Bodega Avenue Improvement Projects, which include 3 sidewalk gap closures followed by pavement rehabilitation and addition of bicycle lanes. Remaining funds will be used to proceed with construction work after completion of plans and specifications. There would be ground disturbance along the three sidewalk segments of up to 1' depth. Those sections along Bodega Avenue are 300 feet between Pleasant Hill Road and Golden Ridge Ave, 180 feet between Virginia Ave and Golden Ridge Ave, and 235 feet between Robinson Road and Nelson Way. The latter two locations have some sidewalk sections that are non-standard/non-compliant where soil disturbance had occurred previously. Paving rehab may involve some disturbance below the base and sub-base pavement courses into the underlying soil if stability repairs are identified as required, but those would be areas that had already been disturbed when the road was built. No structures/buildings will be impacted. All land to be involved is already owned by the City and consists of the right-of-way of Bodega Avenue.

Scope of work is within CDBG guidelines

EXHIBIT B

Budget

ACTIVITY

Consultant preparation of design plans and bid packages, and sidewalk gap closures: \$146,040

TOTAL: **\$146,040 Amount**

EXHIBIT C

SECTION 3 AFFIRMATIVE ACTION PLAN

Responsibilities and procedures for carrying out the requirements of Section 3 of the Housing and Urban Development Act of 1968 in connection with certain housing rehabilitation, housing construction and public construction projects assisted with funds from the U.S. Department of Housing and Urban Development (HUD).

1. Purpose

To ensure that employment and other economic opportunities generated by Section 3 covered projects shall, to the greatest extent feasible, and consistent with existing federal, state and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income residents of the Sonoma County project area.

2. Policy

It shall be the policy of Sonoma County:

- (a) To comply with federal regulations in 24 CFR Part 135 as required by Section 3 of the Housing and Urban Development Act of 1968.
- (b) To provide an on-going program which assures the opportunity for recruitment, training, and employment of low- and very low-income persons residing in the Section 3 project area.
- (c) To assure that contracts for work in connection with Section 3 covered projects be awarded to Section 3 business concerns which are located in the Section 3 project area.
- (d) To ensure that Section 3 business concerns which are located in the Section 3 project area receive affirmative consideration to the greatest extent feasible in the awarding of contracts in the fields of planning, consulting, design, architecture, engineering, maintenance, construction and repairs.
- (e) To encourage firms outside the County Section 3 project area to joint venture project proposals with local Section 3 business concerns in the bidding and negotiation process.

3. Definitions and Terms

- (a) Low-income person is defined as a person whose household income does not exceed 80% of the median income of the Santa Rosa-Petaluma Metropolitan Statistical Area (SMSA).

- (b) Section 3 business concern is defined as a business entity formed in accordance with state law, and which is licensed under state, county or municipal law to engage in the type of business activity for which it was formed and:
 - (1) that is 51% or more owned by low- or very low-income persons residing in the Section 3 project area; or
 - (2) whose permanent, full-time employees include persons, at least 30% of whom are currently low- or very low-income persons residing in the Section 3 project area, or within three years of the date of first employment with the business concern were low or very low-income persons residing in the Section 3 project area; or
 - (3) that provides evidence of a commitment to subcontract in excess of 25% of the dollar amount of all subcontracts to be awarded to business concerns that meet the qualifications in paragraphs (1) and (2) above.
- (c) Section 3 covered project means the construction, reconstruction, conversion or rehabilitation of housing, and other public construction which includes buildings or improvements (regardless of ownership), when the level of HUD assistance to the project is at least \$200,000. For such projects, the recipient of the HUD funds shall comply with Section 3 requirements for all work arising in connection with the project. If any contract or subcontract for work generated by the expenditure of Section 3 covered HUD funds is at least \$100,000, the contractor or subcontractor shall also comply with Section 3 requirements.
- (d) The Section 3 project area is defined as Sonoma County.
- (e) Very low-income person is defined as a person whose household income does not exceed 50% of the median income of the SMSA.

4. Contractual Requirements

In all contracts for work in connection with a Section 3 covered project, the following clause (referred to as the Section 3 Clause) will be included:

Section 3 Clause

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and

very low- income persons who are recipients of HUD assistance for housing.

- (b) The parties to this contract agree to comply with HUD’s regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the contractor is in violation of the regulations in, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and

employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

5. Section 3 Compliance

Assurances required by HUD have been made by the Sonoma County Community Development Commission that, to the greatest extent feasible, contracts/subcontracts for work on Section 3 covered projects will be awarded to eligible project area Section 3 business concerns and that, to the greatest extent feasible, vacancies in the recipient's/contractor's/subcontractor's work force will be filled with low- and very low-income project area residents.

To attain this goal, the recipient of HUD funds shall develop an affirmative action plan for utilizing eligible project area Section 3 business concerns and low- and very low-income residents or adopt the following Community Development Commission Affirmative Action Plan. The following requirements are in accordance with the Commission's Plan:

For purposes of this Paragraph 5, the term "contractor" refers to the recipient of Section 3 covered assistance, as well as to any contractors and subcontractors entering into Section 3 covered contracts.

- (a) For all Section 3 covered work to be sub-contracted, the contractor shall solicit bids from local project area Section 3 business concerns.
- (b) Contractor shall establish a goal for awarding contracts for building trades work arising in connection with Section 3 covered housing rehabilitation, housing construction and public construction of not less than 10% of the total dollar amount of all contracts to be awarded.
- (c) The contractor shall notify all union or labor organizations with which it has collective bargaining agreements of the contractor's commitment to comply with the Section 3 requirements, and shall request union cooperation in utilizing low- and very low-income project area residents.
- (d) The contractor shall attempt to recruit eligible low- and very low-income project area residents to fill all vacancies in its work force by advertising in a local newspaper, by placing signs at the project site, by contacting the local State Employment Office and by requesting unions to refer lower-income project area residents.
- (e) The contractor shall include with its proposal, a list of the names and addresses and the dollar amounts of the sub-contracts that the contractor proposes to award to eligible project area Section 3 business concerns.

- (f) Prior to construction on a Section 3 covered project, the selected contractor shall submit to the Construction Services and Affordable Housing Finance Manager the following documents:
- The bidder's affirmative action plan (if applicable).
 - Copies of contractor's notices or advertisements for soliciting bids for sub-contracts from eligible project area Section 3 business concerns.
 - Copies of contractor's notice to unions requesting low- and very low-income project area residents.

6. The contractor shall determine the maximum number of trainee and employee positions that can be utilized on the project by the following methods:

Trainees:

For building construction, the number of trainees should be that which can reasonably be used in each trade during each phase of the project. However, this number MAY NOT be less than the minimum number of trainees determined appropriate by the Secretary of Labor for each building construction trade or occupation.

For non-construction occupations (or building construction occupations where the Secretary of Labor has not set a ratio for trainees) the contractor must set the maximum number of trainees feasible for this number.

Employees:

Identify the number of employees needed (skilled, semi-skilled, un-skilled), including management and administrative support jobs directly related to the Section 3 covered activities, by occupational categories.

Identify the number of positions currently occupied by permanent employees by occupational categories.

Establish a goal for the number of vacant positions to be filled by low- and very low-income project area residents of not less than 30% of the aggregate number of new hires during the fiscal year in which HUD assistance is received.

7. The contractor shall submit to the Construction Services and Affordable Housing Finance Manager the following documents:
- (a) An up-to-date list of names, addresses and phone numbers of all project area residents seeking employment with the contractor, indicating those that were employed and if not employed, the reason why they were not employed.
- (b) An up-to-date list of the contractor's work force.

- (c) An up-to-date list of eligible project area Section 3 business concerns contacted and those utilized on the project, including the dollar amount of work performed or materials supplied.
- (d) A statement describing contractor’s good faith efforts in recruiting low- and very low-income project area residents and soliciting bids from Section 3 business concerns located in the project area.

Exhibit D

Insert completed Form HUD-50071

<https://www.hud.gov/sites/documents/50071.PDF>

Certification of Payments to Influence Federal Transactions

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

OMB Approval No. 2577-0157 (Exp. 01/31/2017)

Agenda Item Number 6

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date (mm/dd/yyyy)

Previous edition is obsolete

EXHIBIT F**Insurance Requirements for Capital Projects****Section I – Insurance to be Maintained by MUNICIPALITY**

MUNICIPALITY shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for one (1) year after all funds have been disbursed.

COMMISSION reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. COMMISSION's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or COMMISSION's failure to identify any insurance deficiency shall not relieve MUNICIPALITY from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. Required Evidence of Insurance: Certificate of Insurance.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If MUNICIPALITY maintains higher limits than the specified minimum limits, COMMISSION requires and shall be entitled to coverage for the higher limits maintained by MUNICIPALITY.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by COMMISSION. MUNICIPALITY is responsible for any deductible or self-insured retention and shall fund it upon COMMISSION's written request, regardless of whether MUNICIPALITY has a claim against the insurance or is named as a party in any action involving the COMMISSION.
- d. Sonoma County Community Development Commission and the County of Sonoma, their officers, agents, and employees, 1440 Guerneville Road, Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of MUNICIPALITY's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability

arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).

- g. The policy shall cover inter-insured suits between COMMISSION and MUNICIPALITY, and shall include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if MUNICIPALITY owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: [Bodega Avenue Accessibility Improvement Project](#).
- b. MUNICIPALITY shall submit required Evidence of Insurance prior to the execution of this Agreement. MUNICIPALITY agrees to maintain current Evidence of Insurance on file with COMMISSION for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is Sonoma County Community Development Commission and the County of Sonoma, their officers, agents and employees, 1440 Guerneville Road, Santa Rosa, CA 95403
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. MUNICIPALITY shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

MUNICIPALITY indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section II – Insurance to be Maintained by MUNICIPALITY’s Contractors

MUNICIPALITY shall require its contractors to maintain insurance no less broad than the insurance specified below.

1. Workers Compensation and Employers Liability Insurance

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. Required Evidence of Insurance: Certificate of Insurance.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by MUNICIPALITY
- d. Insurance shall be continued for one (1) year after completion of work.
- e. MUNICIPALITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor in the performance of work under this Agreement. Additional insured status shall continue for one year after completion of work.
- f. Sonoma County Community Development Commission and the County of Sonoma, their officers, agents and employees, 1440 Guerneville Road, Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of the contractor’s ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- h. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- i. The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against MUNICIPALITY, COMMISSION, and the County of Sonoma.
- j. The policy shall cover inter-insured suits between the additional insureds and the Contractor, and include a “separation of insureds” or “severability” clause which treats each insured separately.
- k. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that insurance is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned, hired, and non-owned autos.
- c. Required Evidence of Insurance: Certificate of Insurance.

MODIFICATION 1
to Amendment No. 4 of the Master Agreement 2010-01-37
for the Bodega Avenue Corridor Reconstruction Design
Between the City of Sebastopol and Wood Rodgers, Inc.

The parties hereto agree to modify Amendment No. 4 of the above-captioned agreement as generally described below and detailed in the attached Proposal.

Scope

Add the following Tasks to Amendment No. 4:

- Prepare Historic Resources Evaluation Report
- Prepare Finding of No Adverse Effect Report
- Prepare Section 4(f) Evaluation

Schedule

The schedule for the tasks described in the Scope is provided in the Proposal.

Fee

Amount of Modification 1 is not to exceed \$53,000.00.

New total amount is as follows:

Amendment No. 4	\$250,805.00
Modification 1 Tasks	<u>53,000.00</u>
Not to Exceed	\$303,805.00

Prior to incurring any costs in excess of this “Not to Exceed” amount, Consultant shall provide a written request for compensation for extra work, with an estimate of the additional anticipated cost. City assumes no responsibility for compensation of extra work performed by Consultant without prior notification and written approval of the City.

Prior to commencement of work, Consultant shall provide the required insurance and endorsements as amended and shown in Exhibit A.

All other terms and conditions of Master Agreement 2010-01-37 are hereby incorporated by reference and made a part of this Contract.

APPROVED:

CITY OF SEBASTOPOL

WOOD RODGERS, INC.

Larry McLaughlin
City Manager/City Attorney

Mark Rayback, P.E.
Vice President

Date: _____

Date: _____



WOOD RODGERS

August 24, 2021

City of Sebastopol – Bodega Avenue Corridor Reconstruction
 Attention: Joe Gaffney
 714 Johnson Street
 Sebastopol, California 95472

RE: Wood Rodgers Design Services – Request for Amendment #1

Dear Mr. Gaffney,

As we have discussed, additional environmental support services have been determined necessary in coordination with Caltrans Local Assistance. A historic property, the Luther Burbank Experiment Farm, would incur ROW and grading impacts associated with slope stabilization requiring a Finding of Effect Report be prepared to document impacts to this property. Additionally, Caltrans has determined that several other properties adjacent to the project with very minor temporary construction impacts need to be evaluated to determine if they are eligible for the National Register of Historic Places and should be protected as historic properties. Wood Rodgers did early coordination with Caltrans to determine if it would be feasible to avoid impacts to all of these properties. While an avoidance alternative was identified, it would greatly impact the purpose and need of the project by eliminating dedicated bicycle lanes at the eastern portion of the project and would potentially conflict with required ADA ramp improvements as select intersections within the project area. For these reasons, we propose to keep the original design intact and complete the necessary cultural resources evaluation services as required by Caltrans.

This approach is notably more conservative than the NEPA process we and the City assumed when our efforts were originally scoped. We therefore propose the following revision to our contract scope of work:

Scope

Add the following Tasks and associated deliverables to Section 7.2 Environmental Technical Studies:

7.2.6 Historic Resources Evaluation Report – Wood Rodgers and JRP Consulting will prepare a Caltrans format Historic Resources Evaluation Report (HRER). This study will evaluate properties adjacent to Bodega Avenue and more than 50 years old for their eligibility for listing in the National Register of Historic Places (NRHP). Caltrans has identified the Sebastopol Memorial Lawn and multiple single-family residences as those that will require evaluation in the HRER. Properties that would not incur any direct impacts and would not require any agreement with the City for temporary construction access can be excluded from the Area of Potential Effects Map and will not require evaluation. Evaluation of potential historic properties will include research of the history of the project area, outreach to interested parties (local historic society, etc.), site survey of the project area, and preparation of Department of Parks and Recreation (DPR) 523 forms for each resource evaluated. The results of these efforts and a summary of the analysis will be documented in the HRER and will be included as an attachment to the Historic Property Survey Report. The conclusions in the HRER will be reviewed by Caltrans and forwarded to the State Historic Preservation Officer (SHPO) for concurrence.

7.2.7 Finding of No Adverse Effect Report – Wood Rodgers and JRP Consulting will prepare a Caltrans format Finding of No Adverse Effect (FNAE) Report. This report will analyze the potential impacts to National Register of Historic Places eligible resources associated with Bodega Avenue improvements. The FNAE will focus on the NRHP listed Luther Burbank Experiment Farm and any historic properties that are determined NRHP eligible in the HRER. The FNAE will include plan sheets and other graphics to visually represent the proposed roadway improvements (including a retaining wall along the Luther Burbank Farm) and those will be used to document how the project may impact or avoid impacts to the features that make the farm historically significant. No substantive impacts to any other historic properties are anticipated since very minimal temporary construction impacts would occur and should not be considered adverse. Once the FNAE is completed, it will be reviewed and approved by Caltrans and forwarded to the SHPO for concurrence.

7.2.8 Section 4(f) Evaluation – Wood Rogers will prepare a Section 4(f) evaluation of any historic properties within or adjacent to the project area. This evaluation will closely tie into the FNAE since the properties are protected under both Section 106 of the National Historic Preservation Act and Section 4(f) of the Department of Transportation Act. Assuming all impacts to historic properties are “not adverse”, the relative impacts to the Section 4(f) resources would be considered “de minimis” and the evaluation will be in a brief memo format. The Section 4(f) evaluation will be reviewed and approved by Caltrans and forwarded to the SHPO alongside the FNAE for concurrence.

Deliverables:

- Historic Resources Evaluation Report
- Finding of No Adverse Effect Report
- Section 4(f) Evaluation

Fee

We propose to provide these additional services for the not-to-exceed amount of \$53,000. The work would be done at our current approved contract rates. If approved, the total value of our contract would increase from \$250,805 to \$303,805.

A detailed breakdown of the additional costs are attached.

Schedule

Key milestones associated the additional tasks are as follows:

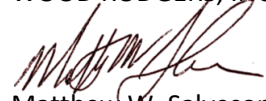
- Draft HPSR/ASR/HRER documents – October 2021
- Obtain Caltrans comments on draft documents – November 2021
- Revise document and obtain Caltrans approval of documents – December 2021
- First SHPO review of documents – January 2022
- Second SHPO review of documents and SHPO concurrence – March 2022

Proposal for Amendment 1 – Bodega Avenue Corridor Reconstruction
Page 3 of 3

We will be utilizing the Architectural Historian services of JRP for the bulk of this work. Their proposed scope of work is attached for reference.

Please call me if you have any questions

Respectfully Submitted,
WOOD RODGERS, INC.



Matthew W. Salveson, PE, PhD
Project Manager

attachments

TASK DESCRIPTION	Wood Rodgers					
	Tim Chamberlain/ Environmental Project Manager	Environmental Planner III	GIS I	TOTAL HOURS	OTHER DIRECT COST	TOTAL COST
	\$195	\$145	\$115			
Task 7.2.6 Historic Resources Evaluation Report	12			12		\$2,340
Task 7.2.7 Finding of No Adverse Effect Report	20			20		\$3,900
Task 7.2.8 Section 4(f) Evaluation	8	32	8	48		\$7,120
TOTAL HOURS	40	32	8	80		
TOTAL COST	\$7,800	\$4,640	\$920			\$13,360

August 20, 2021

PROPOSED SCOPE OF WORK: Services to assist in the Section 106 Compliance and CEQA Compliance as it pertains to historical resources for the Bodega Avenue Improvement Project, Sebastopol, Sonoma County, California.

Understanding of the work to be performed

The City of Sebastopol (City) proposes the Bodega Avenue Improvement Project from Pleasant Hill Avenue to High Street, Federal Aid #STPL 5123(016). This Caltrans Local Assistance project, with funding from the Sonoma County Transportation Authority funding, includes widening Bodega Avenue. Project activities may require a property take to a portion of the parcel for the Gold Ridge Farm (Burbank Experimental Farm) located at 7777 Bodega Avenue (Assessor Parcel Number 060-222-029), which is listed in the National Register of Historic Places. The project may also impact the Sebastopol Memorial Lawn Cemetery (APN 004-370-017) and up to eight (8) properties that include buildings and/or structures more than 45 years old. This project requires preparation of historic resources compliance documentation for Caltrans review and approval, in compliance with Section 106 of the National Historic Preservation Act. The documentation will also be prepared for project compliance with the California Environmental Quality Act (CEQA), as it pertains to historical resources.

JRP Historical Consulting, LLC (JRP) will prepare the historic resources compliance documentation for this project and will address historic architectural / built environment resources. Others will address archaeological resources. JRP will assist with establishing the Area of Potential Effects (APE) and prepare a Historical Resources Evaluation Report (HRER) and Finding of Effect (FOE) report. JRP will also assist with preparation of the Historic Property Survey Report (HPSR).

For the HRER, JRP will:

- Assist with establishing the APE for built environment resources;
- Assist with public outreach and participation for Section 106 compliance – e.g., prepare letters to interested parties for the City to send, conduct follow-up communication, and collect responses;
- Review the record search results from the Information Center that will be conducted by project archaeologist and shared with JRP;
- Conduct a single site visit to survey and photograph the built environment resources in the APE;
- Conduct research at various repositories (if accessible during the on-going Covid-19 pandemic), such as the Sonoma County History and Genealogy Library in Santa Rosa; Sonoma County and Sebastopol city offices; Sonoma State University Library / Special

Collections & University Archives, in Rohnert Park; the California State Library in Sacramento; and Shields Library at the University of California, Davis, as well as in online sources and the extensive JRP in-house library, as needed;

- Prepare up to nine (9) DPR 523 forms.

It is expected that a FOE will be required to address potential project effects to the Gold Ridge Farm property. The FOE is expected to be a Finding of No Adverse Effect without Standard Conditions (FNAE No SC). A Finding of No Adverse Effect with Standard Conditions, Secretary of the Interior's Standards (FNAE-SC-SOIS), accompanied by a SOIS Action Plan, seems unlikely because application of the SOIS may not be appropriate for this project. The FOE will also address other historic properties in the APE, if any.

Project archaeologists will take the lead preparing the HPSR and JRP will provide input pertaining to built environment resources. The HRER and FOE will be attachments to the HPSR, along with appropriate reports regarding archaeological resources.

Tasks in support of preparing the historic resources documentation may be affected by local and state government responses to the on-going COVID-19 pandemic. While fieldwork is possible, research at some repositories may not, as they may continue to be closed or have limited access. JRP will use online research sources and its extensive in-house library as much as possible.

The City is conducting this project with assistance from Caltrans and the cultural resources documents will be reviewed by Caltrans District 4. JRP will therefore prepare documents for this project following the Caltrans guidelines set forth in the Standard Environmental Reference (SER), Volume 2, Cultural Resources Procedures and will follow the procedures set forth in the *First Amended Programmatic Agreement among the Federal Highway Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program in California* (January 1, 2014) (Caltrans Section 106 PA).

JRP has the qualifications and experience to effectively undertake this scope of work. JRP principals and staff historians / architectural historians meet and exceed the Secretary of the Interior's Professional Qualification Standards under History and Architectural History, as well as meet the Professionally Qualified Staff Standards in the Section 106 PA, Attachment 1 as Architectural Historian and/or Principal Architectural Historian.

Assumptions

This scope of work has been prepared with the following assumptions:

1. JRP will start work on this project upon receipt of a notice to proceed, copies of project vicinity map, project location map, and project description.

2. The City and/or others will prepare the APE and coordinate with Caltrans to obtain APE approval.
3. Project archaeologists will conduct the records search at the appropriate Information Center and will share the results for built environment resources with JRP.
4. Re-evaluation of the Gold Ridge Farm property will not be required; its significance, character-defining features, and boundaries as previously identified will be described in the HRER.
5. The City and/or others will provide JRP project details and drawings, including visual simulations or renderings, for use in the effects analysis.
6. A Memorandum of Agreement (MOA) will be required if the FOE results in a Finding of Adverse Effect. The MOA will stipulate measures to resolve the adverse effect. If needed, JRP can assist with preparation of the MOA and mitigation measures under separate scope of work and budget.

Deliverables, Schedule, and Cost

JRP will prepare administrative draft, draft, and final deliverables. JRP will provide deliverables electronically.

The HRER will be subject to two rounds of review, one review by the City and one review by Caltrans. JRP will submit an administrative draft HRER within eight (8) weeks from notice to proceed for this task. JRP will respond to comments within two weeks of receipt of comments. The City will then submit the draft HRER to Caltrans. JRP will respond to comments within two weeks of receipt of comments from Caltrans and submit the final HRER.

The schedule for the FOE and HPSR is to be determined.

A cost estimate is attached.

EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(DESIGN, ENGINEERING, AND ENVIRONMENTAL STUDIES)

Note: Mark-ups are Not Allowed

Prime Consultant Subconsultant 2nd Tier Subconsultant

Consultant: JRP Historical Consulting, LLC
Project No. Bodega Avenue Improvements #STPL 5123(016) Contract No. City of Sebastopol Date: 8/20/2021

Direct Labor

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal / Architectural Historian*	Christopher McMorris	88.0	\$72.46	\$6,376.48
Historian / Architectural Historian*	To Be Determined	160.0	\$36.51	\$5,841.60
Research Assistant*	To Be Determined	160.0	\$20.00	\$3,200.00
GIS / Graphics Technician*	Rebecca Flores	40.0	\$29.02	\$1,160.80
Contracts Manager*	Kia Larson	8.0	\$30.59	\$244.72
Assistant Contracts Manager*	To Be Determined	12.0	\$23.50	\$282.00

LABOR COSTS

a) Subtotal Direct Labor Costs \$17,105.60
b) Anticipated Salary Increases (see page 2 for calculation) \$359.22
c) **TOTAL DIRECT LABOR COSTS [(a)+(b)]** \$17,464.82

INDIRECT COSTS

d) Fringe Benefits (Rate): 48.610% e) Total Fringe Benefits [(c) × (d)] \$8,489.65
f) Overhead (Rate): 33.060% g) Overhead [(c) × (f)] \$5,773.87
h) General and Administrative (Rate) 19.750% i) Gen & Admin [(c) × (h)] \$3,449.30
j) **TOTAL INDIRECT COSTS [(e) +(g) + (i)]** \$17,712.82

FIXED FEE

k) **TOTAL FIXED PROFIT** 10%
[(c) + (j)] × Fixed Fee \$3,517.76

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Parking	4	Each	\$25.00	\$100.00
Vehicle Mileage	250	miles	\$0.56	\$140.00
Per Diem Lodging	4	Each	\$157.00	\$628.00
Per Diem Meals (first and last days)	4	Each	\$53.25	\$213.00
Per Diem Meals	2	Each	\$71.00	\$142.00
Research Fee	3	Each	\$25.00	\$75.00
Photocopies	200	Each	\$0.18	\$36.00

l) TOTAL OTHER DIRECT COSTS \$1,334.00

m) SUBCONSULTANT'S COSTS (add additional pages if necessary)

Subconsultant 1: _____
Subconsultant 2: _____
Subconsultant 3: _____
Tier Subconsultant 4: _____
m) **TOTAL 2nd TIER SUBCONSULTANT'S COSTS** \$0.00

n) **TOTAL OTHER DIRECT COSTS INCLUDING 2nd TIER SUBCONSULTANTS [(l) + (m)]** \$1,334.00
TOTAL COST [(c) + (j) + (k) + (n)] \$40,029.40

NOTES:

- Key Personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal Cost Principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognized agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H COST PROPOSAL Page 2 of 3
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor <u>Subtotal</u> per Cost Proposal	Total Hours per Cost Proposal	=	Avg Hourly Rate	5 Year Contract Duration
\$17,105.60	468	=	\$36.55	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate	+	Proposed Escalation	=		
Year 1	\$36.55	+	3.00%	=	\$37.65	Year 2 Avg Hourly Rate
Year 2	\$37.65	+	3.00%	=	\$38.78	Year 3 Avg Hourly Rate
Year 3	\$38.78	+	3.00%	=	\$39.94	Year 4 Avg Hourly Rate
Year 4	\$39.94	+	3.00%	=	\$41.14	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year	*	Total Hours per Cost Proposal	=	Total Hours per Year	
Year 1	30.00%	*	468.0	=	140.4	Estimated Hours Year 1
Year 2	70.00%	*	468.0	=	327.6	Estimated Hours Year 2
Year 3	0.00%	*	468.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	468.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	468.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	468.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)	*	Estimated hours (calculated above)	=	Cost per Year	
Year 1	\$36.55	*	140.4	=	\$5,131.68	Estimated Hours Year 1
Year 2	\$37.65	*	327.6	=	\$12,333.14	Estimated Hours Year 2
Year 3	\$38.78	*	0.0	=	\$0.00	Estimated Hours Year 3
Year 4	\$39.94	*	0.0	=	\$0.00	Estimated Hours Year 4
Year 5	\$41.14	*	0.0	=	\$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	\$17,464.82	
	Direct Labor Subtotal before Escalation			=	\$17,105.60	
	Estimated total of Direct Labor Salary Increase			=	\$359.22	Transfer to Page 1

NOTES:

- 1 This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- 2 An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- 3 This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- 4 Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:


1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. [Title 23 United States Code Section 112](#) - Letting of Contracts
4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
6. [48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board](#) (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Christopher McMorris Title*: Principal

Signature:  Date of Certification (mm/dd/yyyy): 8/20/2021

Email: cmcmorris@jrphistorical.com Phone Number: 530-757-2521

Address: JRP Historical Consulting, LLC, 2850 Spafford Street, Davis, CA 95618

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Historic resources compliance documentation and services.



7.2.4 Hazardous Waste Initial Site Assessment (ISA) – Wood Rodgers will prepare a hazardous waste initial site assessment to identify any potential hazards or hazardous waste within or nearby the project study area, as well as facilities located within the project study area that store, transfer, or utilize large quantities of hazardous materials. Wood Rodgers will conduct an agency records search to identify all hazardous waste sites located within ¼ mile of the project study area and classified as a hazardous waste site under state law. Wood Rodgers will conduct a visual survey of the project area via available public access to identify any obvious area of hazardous waste contamination. If hazardous waste or materials are identified within the project area, the ISA will identify subsequent procedures to determine the extent of contamination and remediation requirements.

7.2.5 Construction Noise Memorandum – Wood Rodgers will prepare a Construction Noise Memorandum to evaluate the noise impacts during construction activities for the proposed project. The construction noise analysis will determine if construction activities would result in a substantial increase in ambient noise levels in the project vicinity above levels during specific construction activities for sensitive receptors along Jefferson Avenue. Best management practices will be included to minimize construction vehicle noise and ensure consistency with the City's noise ordinance.

Deliverables:

- Natural Environment Study (Minimal Impacts)
- Historic Property Survey Report/Archaeological Survey Report
- Extended Phase I Testing Report (Optional)
- Hazardous Waste Initial Site Assessment
- Construction Noise Memorandum

Task 7.3 | Environmental Document

Wood Rodgers has determined that a Categorical Exclusion (CE) under NEPA is the appropriate level of environmental document for the project. Wood Rodgers will coordinate with Caltrans to prepare the Categorical Exclusion document to summarize the findings, conclusions, and measures outlined in the above environmental technical studies. This scope of work assumes that the City will be responsible for all CEQA approvals for the project (anticipated to be a Categorical Exemption).

Deliverables:

- NEPA Categorical Exclusion

AMENDMENT TO MASTER AGREEMENT 2010-01-37

ENGINEERING CONSULTING SERVICES

**BETWEEN THE
CITY OF SEBASTOPOL AND
WOOD RODGERS, INC.**

**Amendment No. 4
For
Bodega Avenue Corridor Reconstruction**

The parties hereto agree to amend the above-captioned agreement as described below and on the attached Scope of Work.

Professional Engineering Services

- Task 1** – Project Management + Administration
- Task 2** – Research, Review + Mapping
- Task 3** – Utility Coordination
- Task 4** – Engineering Studies + Support
- Task 5** – Preliminary Design
- Task 6** – Final Design
- Task 7** – Environmental Documentation - NEPA

Amount of Contract Amendment No. 4 is not to exceed \$250,805.00.

Prior to incurring any costs in excess of this "Not to Exceed" amount, consultant shall provide a written request for compensation for extra work, with an estimate of the additional anticipated cost. City assumes no responsibility for compensation of extra work performed by consultant without prior notification and written approval of the City.

Prior to commencement of work, Consultant shall provide the required insurance and endorsements as amended and shown in Exhibit A.

All other terms and conditions of Master Agreement 2010-01-37 are hereby incorporated by reference and made a part of this contract.

APPROVED:

CITY OF SEBASTOPOL

Wood Rodgers, Inc.



Larry McLaughlin
City Manager/City Attorney



Mark Rayback, PE, Vice President

Date: 4-19-21

Date: 4/7/2021

RESOLUTION NUMBER: _____

CITY OF SEBASTOPOL

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL AUTHORIZING A BUDGET AMENDMENT FOR BODEGA AVENUE BIKE LANES AND PAVEMENT REHABILITATION DESIGN (CIP PROJECT #0516-85.00)

WHEREAS, the City Council supports the proposal for increasing the scope of services for Wood Rodgers to include additional environmental review as required by Caltrans Local Assistance and to include a design contingency for additional work as may be required for the Bodega Avenue Bike Lanes and Pavement Rehabilitation Design (CIP Project #0516-85.00); and

WHEREAS, the City has been awarded \$146,040 in Community Development Block Grants (CDBG) funds applied in the Fiscal Year 2019-20 cycle; and

WHEREAS, a budget amendment to the Fiscal Year 2021-22 adopted CIP budget is needed to incorporate said changes to the proposed expenditures and funding sources; and

WHEREAS, as reviewed by the Administrative Services Director, the following expenditures and funding sources are needed as shown on Table 1.

Table 1 - Adopted and Proposed CIP Budget for: Bodega Avenue Bike Lanes and Rehab Design Project #0516-85.00

EXPENDITURES (\$)	ADOPTED			PROPOSED		
	FY 2020-21	FY 2021-22	PROJECT TOTAL	FY 2020-21	FY 2021-22	PROJECT TOTAL
Project Management	15,000	4,195	19,195	15,000	4,195	19,195
Design	250,805		250,805	250,805	68,000	318,805
Expenditures Total	265,805	4,195	270,000	265,805	72,195	338,000
FUNDING SOURCES (\$)						
Measure M Transportation	115,000		115,000	115,000	-	115,000
Road Maintenance & Rehab	150,805	4,195	155,000	72,765	4,195	76,960
CDBG	-	-	-	78,040	68,000	146,040
Funding Total	265,805	4,195	270,000	265,805	72,195	338,000

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Sebastopol does hereby approve a budget amendment for the Bodega Avenue Bike Lanes and Pavement Rehabilitation Design (CIP Project #0516-85.00) from \$270,000 to \$338,000 from the following fund sources: \$115,000 from Measure M Transportation, \$76,960 from Road Maintenance & Rehab, and \$146,040 from CDBG.

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 6th day of April 2021, by the following vote:

VOTE:

Ayes:

Noes:

Absent:

Abstain:

APPROVED: _____

Mayor Una Glass

ATTEST: _____

Mary Gourley, Assistant City Manager/City Clerk, MMC

APPROVED AS TO FORM: _____

Larry McLaughlin, City Attorney