

REQUEST FOR QUALIFICATIONS & PROPOSAL
PUBLIC SAFETY FACILITY PROJECT
ENERGY STORAGE SOLUTION AND SOLAR POWER PURCHASE
AGREEMENT (PPA) FOR COVERED PARKING STRUCTURES
CITY OF PETALUMA



Public Works & Utilities
11 English Street
Petaluma, CA 94952
Phone: (707) 787-0893

6/02/2025

Response Due 6/30/2025 by 1:00 PM

Project Manager Paul Geoghegan

Contact: pgeoghegan@cityofpetaluma.org

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PETALUMA PUBLIC SAFETY FACILITY PROJECT C11202431 LOCATION MAP



Fig 01. Project Location Petaluma Fairgrounds

1. INTRODUCTION

The City of Petaluma ("City") is seeking proposals from qualified solar power providers to design, construct, own, operate, and maintain solar photovoltaic (PV) systems installed as newly covered parking structures at the City's new public safety facility. This project will be implemented through a Power Purchase Agreement (PPA) to provide renewable energy for the Petaluma Public Safety Facility (PPSF), while also creating covered parking for fire and police vehicles.

This RFP is being issued during the schematic design phase, of the new PPSF, with a Bridging Architect. The selected PPA provider will need to work collaboratively with the city, city representatives, the Bridging Architect, and the future Design-Build Entity (DBE) to ensure seamless integration of the solar structures into the overall project.

1.1 Project Overview

The City is developing a new public safety facility on the Petaluma Fairgrounds site at the junction of Kenilworth Dr and Johnson St using a Design-Build delivery method. Currently, the City is working with a Bridging Architect to program spaces, develop schematic plans, performance specifications, and a basis of design narrative which will be used to solicit a Design-Build Entity (DBE). The solar PPA component will be procured separately to offset upfront costs while helping the facility meet Petaluma's Climate Action goals and California Building Standards Commission current building code requirements.

1.2 Project Objectives

- Provide renewable energy to offset the facility's electricity consumption, meeting actual minimum requirements for PV and Battery Storage requirements defined in 2022 Building Energy Efficiency Standards SECTION 140.10 – PRESCRIPTIVE REQUIREMENTS FOR PHOTOVOLTAIC AND BATTERY STORAGE SYSTEMS.
- Create covered parking for a minimum of fifty (50) vehicles.
- Reduce upfront capital costs to the City through a PPA financing structure
- Meet or exceed requirements of Petaluma's Climate Action goals and CALGreen
- Maximize long-term economic benefits to the City
- Maintain flexibility in design and implementation as the project develops
- Ensure seamless integration of DBE subcontractor activities without impacts to schedules, unforeseen project costs, or interference with project delivery while maintaining the overall project timeline

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- Ability to integrate with potential external funding sources such as PG&E's Community Microgrid Enablement Program

1.3 Current Status

A general site layout has been established; however, the project remains in the schematic design phase. Final panel quantities, array sizes, and placement locations will be determined during the design development phase in collaboration with the selected Design-Build Entity (DBE). Respondents are encouraged to propose solutions that maximize covered parking and renewable energy production beyond the minimum requirements outlined above, while offering the most cost-effective benefit to the City.

2. RESPONSE REQUIREMENTS

2.1 Cover Letter

The cover letter shall be signed by an official authorized to bind your firm and contain a statement that the information included in the response is valid for one hundred and twenty (180) days.

2.2 Introduction

Provide an overview of the project, including a brief description of your understanding of the services to be provided, the project's objective, and your approach to accomplishing the objectives.

2.3 Project Management Approach

Describe your strategy for managing projects, including schedules, quality control, and communication with the City. Explain how you will coordinate and schedule work alongside a Design-Build entity to eliminate impacts on their scope, given the concurrent nature of the work.

2.4 Technical Approach/Scope of Work

Describe your technical approach for delivering this project, emphasizing how you will meet critical early deliverables for BOD incorporation. See List Below

NOTE CRITICAL TIMING REQUIREMENT: All technical deliverables described in this section ***MUST*** be completed and finalized ***BEFORE*** the Basis of Design (BOD) documents are completed for the Design-Build Entity (DBE) procurement. Any changes requested after the BOD is finalized will ***NOT*** be accommodated without significant cost implications to the

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PPA provider. The City will not absorb change orders from the DBE resulting from modifications to the solar PPA scope after the BOD is completed.

The following technical deliverables **MUST** be finalized for BOD incorporation:

A. Administrative Requirements:

- Coordination necessary to complete and submit an interconnection agreement with PG&E
- Coordination necessary to execute a Site License
- Coordination necessary to satisfy requirements of financing parties, if not self-financed by Respondent
- Coordination necessary to complete other administrative tasks such as applications for Community Microgrid Enablement Program, tax credits (if applicable), LCFS Credits, or other programs which may result in PPA rate reductions

B. Electrical Infrastructure Requirements:

- Conduit quantity, sizing, routing, and termination points
- Electrical room space, access requirements, and equipment needs
- Any non-standard switchgear modifications
- Complete single-line diagram with equipment specifications

C. Structural Requirements:

- Foundation specifications and locations
- Structural loading requirements
- Special attachment or bracing needs
- Clear delineation between respondent's scope and DBE responsibilities

D. Site Requirements:

- Equipment and structure locations
- Access and clearance requirements
- Specialized site preparation needs
- Site accommodations needed from the DBE

2.5 Conceptual Design Approach: Based on the Site Plan provided (**Attachment A**), describe your typical covered parking structure approach including:

- Conceptual layouts showing approximate dimensions and configurations
- Examples of similar structures you've successfully implemented
- Typical foundation, column, and roofing systems you anticipate using
- Key design parameters that would need to be established in collaboration with the Bridging Architect
- Space requirements and flexibility considerations for integration with the overall site design

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You may include representative images or simple diagrams from previous projects to illustrate your approach. Detailed engineering drawings are **not** required at this stage.

2.6 Milestone Schedule: Using the baseline schedule (**Attachment B**), provide an updated schedule showing key activities from contract execution through system commissioning for your scope of work. The schedule must specify your guaranteed installation duration once site access is granted. This duration will become a contractual commitment. Identify key milestones the City needs to meet to ensure successful delivery of your work.

2.7 Maintenance Plan: Describe ongoing maintenance activities over the life of the solar array, including frequency of site visits and potential impacts to public safety facility operations.

2.8 Equipment Owner at the Termination: Describe the ownership of all equipment at the expiration of the term of the agreement. The City would prefer options which include the transfer of title of all equipment to the City or to have the equipment removed at no additional cost to the City at the end of the term, at the sole discretion of the City of Petaluma.

2.9 Experience and Qualifications

- A. Describe your firm's previous experience with the following:
 - 1) Developing, designing, constructing, and installing solar PV systems.
 - 2) Previous projects where you successfully coordinated with other contractors in a complex construction environment.
- B. Describe the proposed personnel's qualifications for conducting the proposed work. Identify the key personnel and why they were selected for your team. For each proposed key person, provide a brief description of three projects where that person provided similar services in the last three years. For each of the three projects referenced, provide the date when the service was provided, the client's name, contact name, address, and contact telephone number. These references will be contacted, so accurate and current phone numbers must be provided. Providing inaccurate information will adversely reflect on the quality of the response. Resumes may be attached as an additional appendix to your written response.
- C. Describe the purchasing process of all the components required to create the overall system. Describe the storage, delivery and site mobilization process.
- D. Describe the system start up process after installation is complete.
- E. Describe the regulatory requirements to be met for a project of this size.
- F. Describe in detail your approach to coordinating installation with the DBE's construction schedule, including:

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- 1) Your specific installation timeline once given site access (in calendar days)
- 2) Your firm's ability to accelerate the schedule if needed
- 3) Your approach to managing and documenting site conditions before and after your work
- 4) Your process for handling disputes with the DBE regarding site damage or schedule impacts
- 5) Your communication protocols during the installation period
- 6) Your ability to adapt to changes in the DBE's schedule
- 7) Your staffing plan to ensure adequate resources are available when needed

2.10 Fee Proposal Sheet

Complete attachment C and return with proposal. The PPA rate must be inclusive of all routine and special maintenance tasks (including structure and equipment repair, replacement, and cleaning) throughout the entire term of the agreement.

Note: The City of Petaluma prefers a fixed PPA rate (0% escalation through the agreement term), but will consider alternative rates with an escalation factor.

3. SCOPE OF SERVICES

The selected PPA provider will be responsible for the following:

3.0 Coordination with Design-Build Entity

- Develop and submit a clear, detailed, and equitable coordination and installation plan outlining how the solar scope will be constructed in parallel with the Design-Build Entity (DBE). This plan shall be included in the Basis of Design (BOD) documents and implemented upon approval. Reasonable deviation requests by the City and/or DBE shall not, by themselves, constitute grounds for cost increases
- Establish clear communications protocols and escalation procedures
- Participate in regular coordination meetings as needed with the DBE and City staff and representatives.
- Provide schedule updates

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- Develop a site access and handover plan that minimizes disruption to the DBE's work
- Prepare contingency plans for potential scheduling conflicts

3.1 Design

- Design complete solar PV systems, Energy Storage Systems and covered parking structures with site lighting that integrate with the overall facility design.
- Collaborate with the City, Bridging Architect, and future DBE on design integration
- Provide structural, electrical, and site design documents for the PV system and any battery storage solutions
- Ensure compliance with all applicable codes and regulations
- Develop flexible design solutions that can adapt to evolving project requirements
- Ensure structure meets the minimum 14' vertical clearance requirements of vehicles including those traversing the drive aisles

3.2 Construction

- Furnish and install all necessary equipment and materials
- Construct covered parking structures, with site lighting complete and install solar PV and Energy Storage systems complete
- Coordinate construction schedule with the DBE through detailed schedule integration
- Provide installation teams capable of accelerating work if needed to maintain schedule
- Establish clear handover protocols for work areas with the DBE
- Document pre- and post-installation site conditions to prevent disputes
- Obtain all required permits and approvals
- Conduct system commissioning and testing

3.3 Financing

- Finance 100% of the system costs through the PPA model
- Present a transparent and comprehensive pricing model for all energy produced

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- Clearly identify all associated costs and potential cost variables throughout the term
- Identify and incorporate any applicable incentives, rebates, and tax credits to reduce overall costs to the City's PPA rate

3.4 Operations & Maintenance

- Operate and maintain the systems for the duration of the PPA
- Provide monitoring and reporting of system performance
- Provide preventative maintenance and repairs as needed
- Provide production guarantees and performance assurances

3.5 Ownership

- Own the Energy storage system and solar PV systems for the duration of the PPA term
- Provide options for City ownership at specified intervals
- Detail end-of-term options (extension, buyout, removal)

4. SELECTION CRITERIA

Proposals will be evaluated based on the criteria below. While all listed criteria are important, **overall cost-benefit to the City**, including the proposed **PPA rate and financial structure**, will be a primary factor in the final selection.

4.1 Financial Value and Cost-Benefit (High Priority)

- Competitiveness and clarity of the proposed PPA rate and escalator
- Overall cost-benefit to the City over the PPA term, including performance guarantees
- Transparency of cost components, variables, and financial assumptions
- Availability and application of incentives, rebates, or tax credits

4.2 Project Understanding and Technical Approach

- Demonstrated understanding of the project goals and challenges
- Quality and feasibility of the proposed technical solution

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- Integration strategy with the DBE and alignment with the Basis of Design
- Design flexibility to accommodate evolving project needs

4.3 Experience and Qualifications

- Relevant experience in developing, financing, constructing, and maintaining solar PV and energy storage systems
- Track record of coordinating with other contractors on complex public works or design-build projects
- Qualifications of key personnel and availability of resources

4.4 Implementation Strategy and Schedule

- Realistic and achievable installation schedule with identified milestones
- Ability to accelerate schedule if required
- Responsiveness to DBE coordination needs and site access protocols

4.5 Risk Management and Coordination

- Clear approach to dispute prevention and resolution with the DBE
- Defined site access, handover, and protection of site conditions
- Insurance, liability, and risk-sharing strategy

5. GENERAL INFORMATION

5.1 Proposal Requirements

Responses shall be limited to a maximum of 18 pages, excluding appendices. Responses shall be organized and numbered in the order presented in section 2 and emailed as a PDF document and include a completed Fee Proposal Sheet.

5.2 Proposed Project Timeline

The following schedule is provided as a guide:

- RFP Release Date: **6/2/2025**
- Questions Due: **6/16/2025**
- Proposals Due: **6/30/2025 by 1:00PM**

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- Evaluation of Proposals: **6/30/2025 – 7/10/2025**
- Interview with Top Ranked Firm(s) if required: **TBD**
- Selection and Notification: **07/10/2025 – 07/30/2025**

5.3 Special Provisions

5.3.1 Project Phasing and Coordination

Given the concurrent design process with the Bridging Architect and future DBE, the City will establish the following process for adapting the solar PPA scope:

1. Initial Design Phase:

- PPA provider will develop preliminary designs based on current schematic plans
- City will approve conceptual approach and preliminary pricing

2. Design Development Phase:

- Upon selection of the DBE, the PPA provider will coordinate with the DBE to refine designs
- Changes in system size or location will be addressed using the pre-established unit pricing

3. Design Freeze Date:

- A specific date will be established when final system parameters must be locked in
- Changes after this date may incur additional costs per the change order process

5.3.2 Risk Allocation and Liability

To protect the City's interests and clearly define responsibilities between the PPA provider and the DBE:

1. Coordination Requirements:

- The PPA provider will be required to attend all relevant construction coordination meetings with the DBE
- The PPA provider must assign a dedicated project manager as the single point of contact for coordination with the DBE

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- Weekly written confirmation of schedule adherence will be required once installation begins

2. Site Conditions and Handovers:

- The PPA provider must document and photograph site conditions before beginning work
- A formal site handover process between the DBE and PPA provider must be established, with City approval required
- The PPA provider must provide 60-day , 30-day and 7-day notices before requiring site access

3. Scheduling Commitments:

- The PPA provider must adhere to their proposed installation timeline once given site access
- The PPA provider must accommodate reasonable DBE schedule adjustments without claims for delay costs

4. Damage and Dispute Resolution:

- Clear protocols for identifying and documenting any damage must be established
- The PPA provider must carry adequate insurance naming both the City and the DBE as additional insureds
- A rapid dispute resolution process must be defined for claims between the PPA provider and DBE

5. Contract Integration:

- The PPA provider must acknowledge the primacy of the DBE contract for overall project completion
- The PPA provider's contract will include provisions acknowledging the coordinated relationship with the DBE
- No compensable time extensions will be granted for normal coordination activities between the PPA provider and DBE

6. Demarcation of Work:

- Clear physical boundaries and interfaces between PPA provider and DBE work must be established in writing
- Specific handover requirements for any shared infrastructure must be documented
- Pre-installation surveys and post-installation inspections must be conducted jointly by the City, PPA provider and DBE

5.3.3 Financial Proposal Requirements

To ensure proposals can be compared on an equal basis, respondents must provide pricing by utilizing the Project Fee Proposal Sheet. (**Attachment C Fee Proposal Sheet**)

5.3.4 Submittals

The selected PPA provider shall be responsible for preparing and submitting all shop drawings, product data, and other relevant submittals for review and approval by the City of Petaluma. These documents shall also be made available to the Design-Build Entity (DBE) as needed to support coordination and integration of scopes.

All submittals shall include, at a minimum:

- Detailed product data for major system components (e.g., PV modules, inverters, racking systems, batteries, switchgear, etc.)
- Shop drawings for structural, electrical, and civil elements, including dimensions, installation details, and interconnection points with CA licensed engineering stamps for each discipline as required by the city or any Authority having jurisdiction with no additional cost to the city.
- Manufacturer certifications and compliance documentation with applicable codes and standards
- Operation and maintenance manuals for installed equipment

All Requests for Information (RFIs), submittals, and correspondence during construction shall be managed exclusively through the city's Procore account. The PPA provider shall:

- Submit all RFIs, shop drawings, and related documentation through Procore for centralized tracking and response

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- Promptly respond to review comments and resubmit as needed to maintain project schedule

The City and DBE will have full access to all submitted and approved documents for reference and integration. Timely and complete submission of required documentation is a condition of progress and final payments.

5.4 Relevant Questions

Any relevant questions concerning the RFP or Scope of Services shall be directed to Paul Geoghegan at pgeoghegan@cityofpetaluma.org. Questions will be answered prior to the scheduled proposal due date. Questions may be documented and answered and posted on the City's website.

6. COMPLIANCE REQUIREMENTS

The selected firm must adhere to all local ordinances and State Labor Codes requiring Contractor Licensing, Contractor Registration, Fair/Livable Wages, and Department of Industrial Relations (DIR) Registration.

6.1 Contractor Registration Requirements

Pursuant to Labor Code Section 1771.1(a): A Contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

In compliance with Senate Bill 854 and the California Labor Code, all Bidders shall include with their Bid proof of registration from the Department of Industrial Relations (DIR) that includes the contractor's Legal Name, Registration Number, License Type/Number, Registration Date and Expiration Date, for every contractor and subcontractor, regardless of tier.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors must submit their certified payroll records directly to the Division of Labor Standards Enforcement Compliance Monitoring Unit.

7.0 MISCELLANEOUS

7.1 Disclaimers and Reservation of Rights

Upon receipt, each Proposal becomes the sole property of City and will not be returned to the Respondent. Each Respondent is solely responsible for the costs it incurs to prepare and submit its Proposal. The City reserves, in its sole discretion, the right to reject all Proposals, including the right to cancel or postpone the RFP or the Services at any time, or to decline to award the Agreement to any of the Respondents. The City reserves the right to waive any immaterial irregularities in a Proposal or submission of a Proposal. The City reserves the right to reject any Proposal that is determined to contain false or misleading information, or material omissions.

7.2 Conflict of Interest

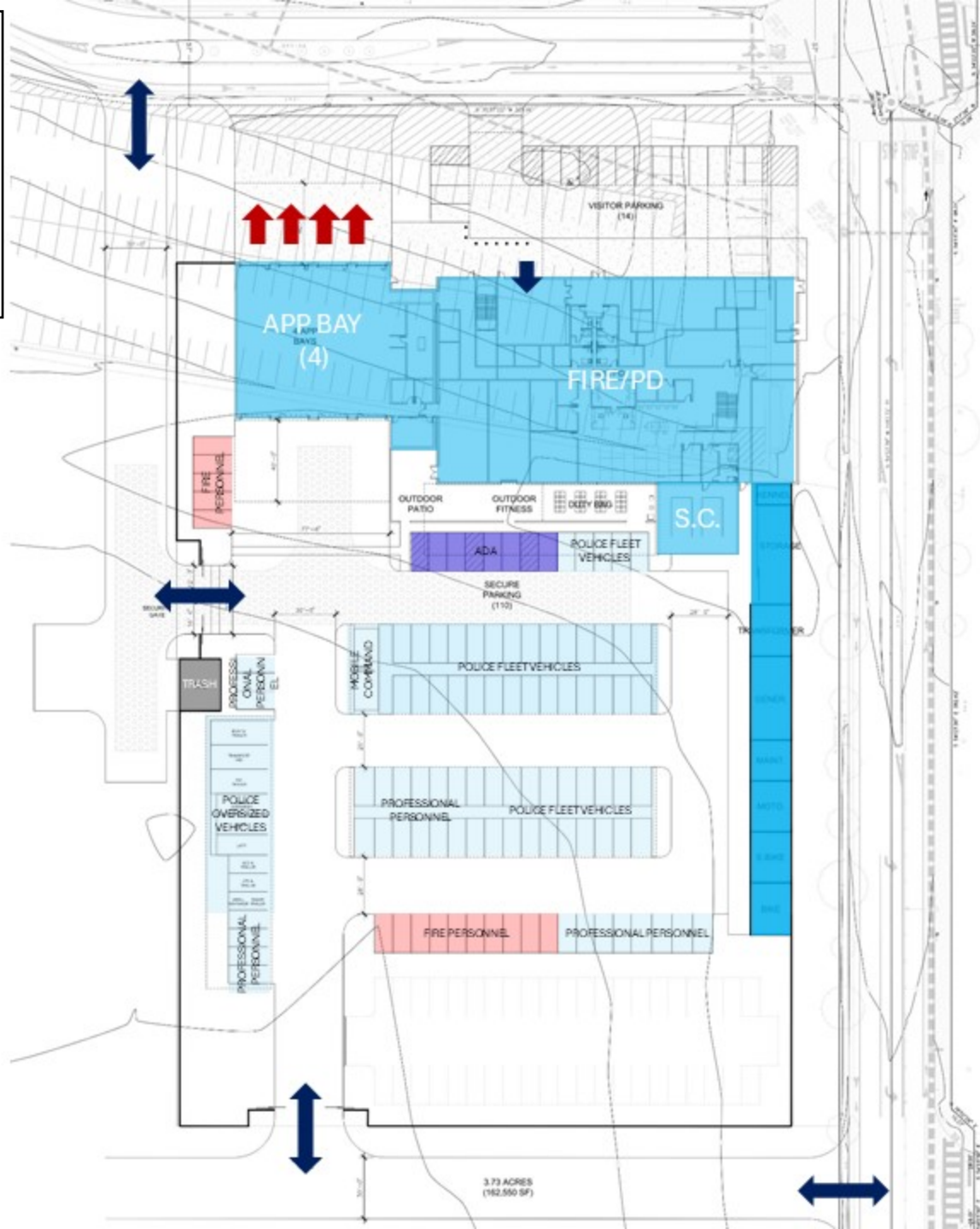
Respondents must disclose to the City any actual, apparent, direct, or indirect, or potential conflicts of interest that may exist with respect to Respondent, any employees of Respondent, or any other person relative to the Services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent. Architects and Consultants performing the Bridging Architect services for this project will be prohibited from participating in the DBE RFP Phase.

7.3 Public Records

The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the “Act”), and each PROPOSAL submitted to the City is subject to disclosure as a public record, unless the PROPOSAL or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its PROPOSAL is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a PROPOSAL, a Respondent agrees to indemnify, defend, and hold harmless the City against any third-party claim seeking disclosure of the PROPOSAL or any portions thereof.

Thank you for your interest in this Request for Proposal.

SITE LAYOUT CONCEPT DESIGN



SITE AREA: 3.73 ACRES

NOTES:

- 4 apparatus bays
- Secure access off Johnson St. and Kenilworth Dr via separate access roads

PARKING TABULATIONS:

- Secure parking = **110**
- Visitor = **14**

124 Parking Stalls

- Includes: **6** ADA, of which **2** are van-accessible

EV Capable Spaces:

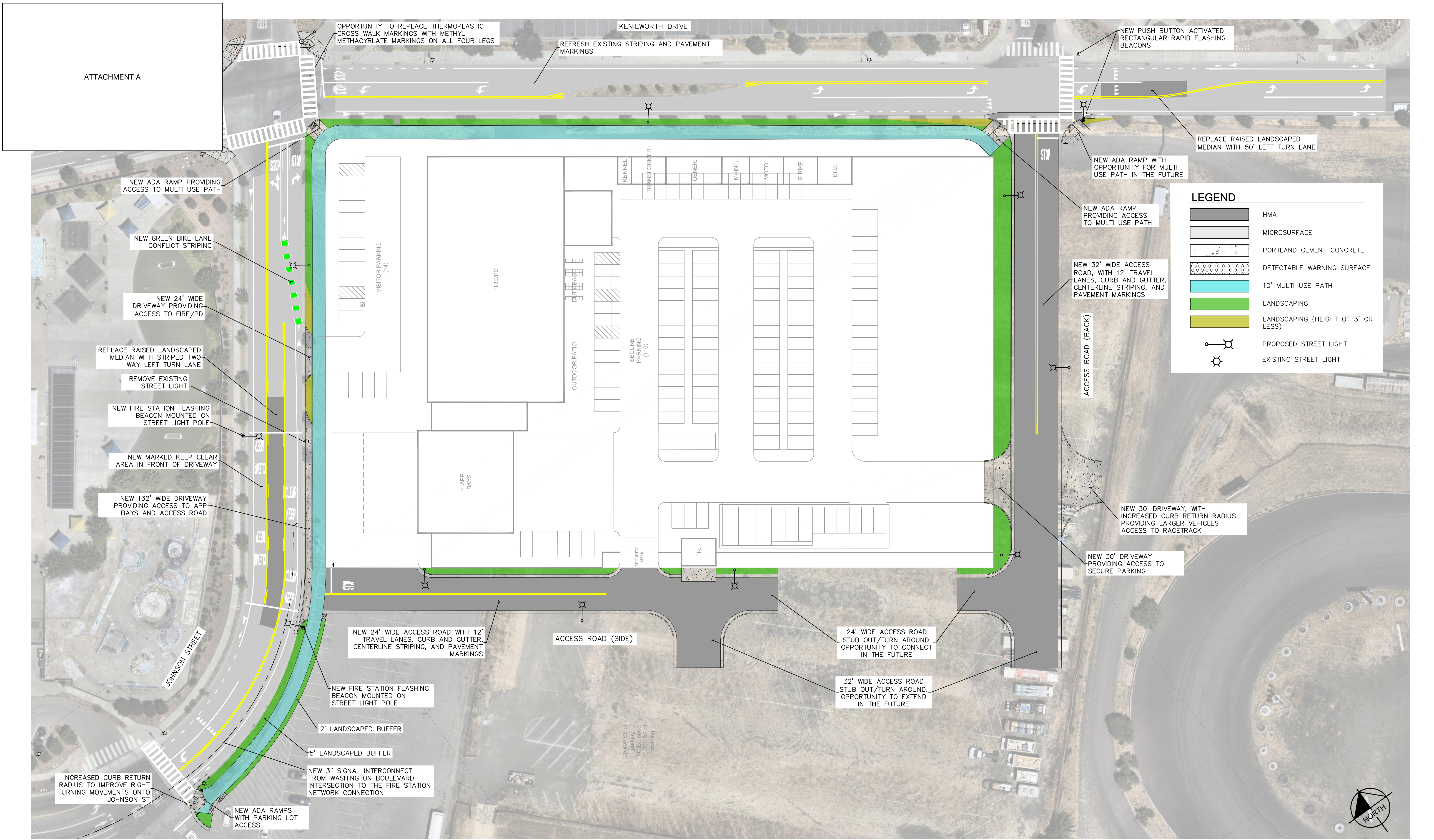
- 124 total x 20% = **25** required

EV Charging Stations:

- 25EV Capable x 25% = **7** required

Shade Requirements:

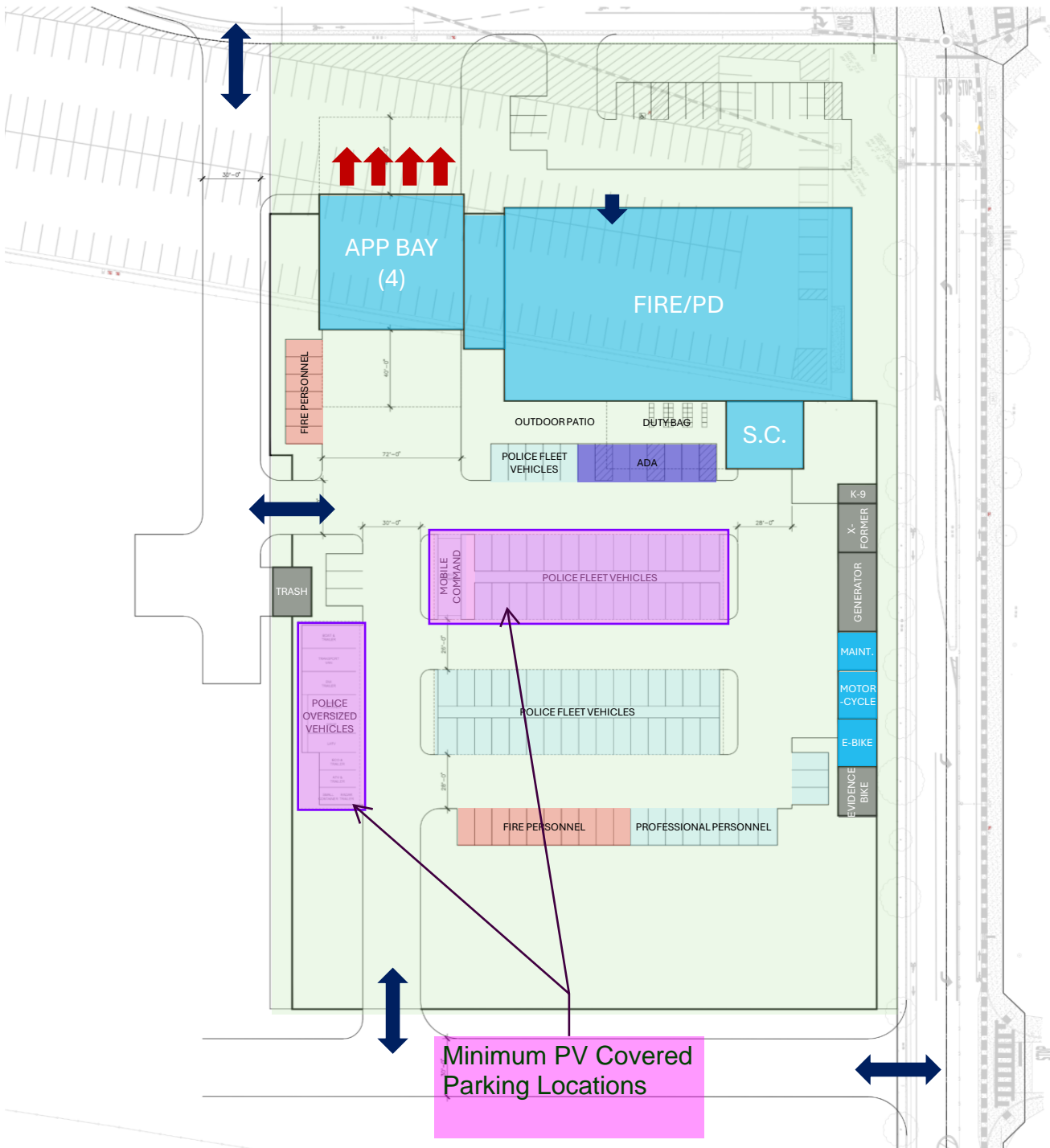
- 50% of parking area over 15 years (trees or PV canopy)



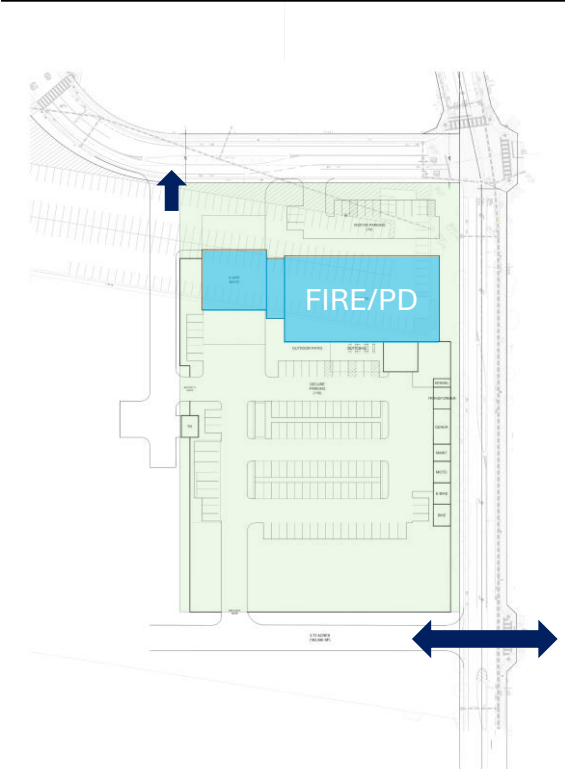


LPA

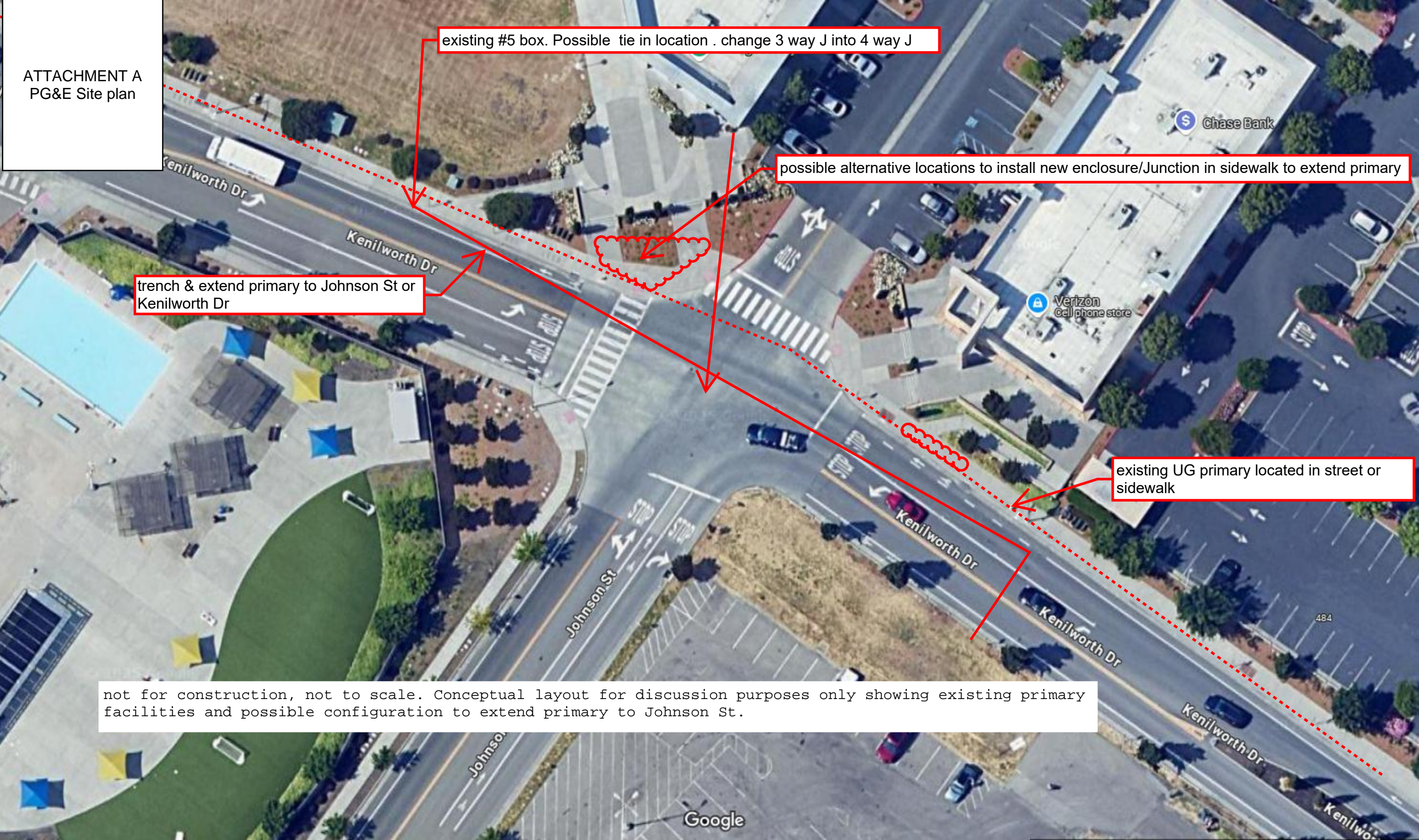
CHANGING LIVES BY DESIGN



ATTACHMENT A



ATTACHMENT A
PG&E Site plan



existing #5 box. Possible tie in location . change 3 way J into 4 way J

possible alternative locations to install new enclosure/Junction in sidewalk to extend primary

trench & extend primary to Johnson St or Kenilworth Dr

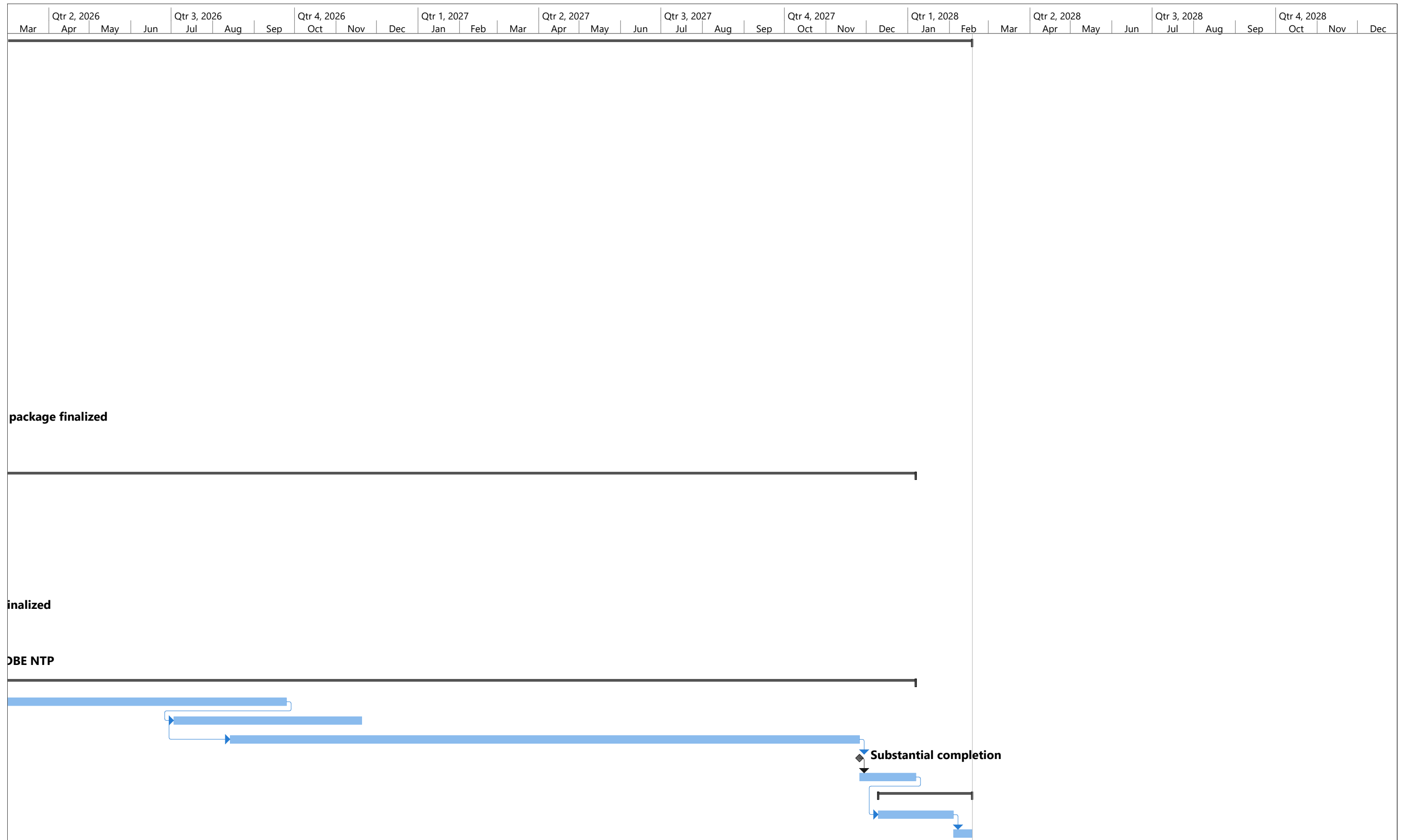
existing UG primary located in street or sidewalk

not for construction, not to scale. Conceptual layout for discussion purposes only showing existing primary facilities and possible configuration to extend primary to Johnson St.

ATTACHMENT B Schedule

E

ID	Task Name	Duration	Start	Finish	Timeline																							
					Sep	Qtr 4, 2024	Oct	Nov	Dec	Qtr 1, 2025	Jan	Feb	Mar	Qtr 2, 2025	Apr	May	Jun	Qtr 3, 2025	Jul	Aug	Sep	Qtr 4, 2025	Oct	Nov	Dec	Qtr 1, 2026	Jan	Feb
1	City of Petaluma - Public Safety Facility Project	885 days	Fri 9/27/24	Thu 2/17/28																								
2	Phase 1 - Project Initiation and Conceptual Design	200 days	Fri 9/27/24	Thu 7/3/25																								
3	Project Manager RFP submittal	0 days	Fri 9/27/24	Fri 9/27/24																								
4	City selection and contracting for Project Manager	25 days	Fri 9/27/24	Thu 10/31/24																								
5	Project Manager NTP	0 days	Tue 11/12/24	Tue 11/12/24																								
6	Review of preliminary program, budget requirements	38 days	Tue 11/12/24	Thu 1/2/25																								
7	Bridging Architect Procurement	65 days	Fri 1/3/25	Thu 4/3/25																								
8	Bridging Architect RFP development and review	20 days	Fri 1/3/25	Thu 1/30/25																								
9	Bridging Architect RFP finalized	0 days	Thu 1/30/25	Thu 1/30/25																								
10	Bridging Architect RFP solicitation	20 days	Fri 1/31/25	Thu 2/27/25																								
11	Review, selection, contracting of Bridging Architect	25 days	Fri 2/28/25	Thu 4/3/25																								
12	Bridging Architect NTP	0 days	Thu 4/3/25	Thu 4/3/25																								
13	Bridging Concept Design Development	65 days	Fri 4/4/25	Thu 7/3/25																								
14	Program verification	15 days	Fri 4/4/25	Thu 4/24/25																								
15	Conceptual design and review	45 days	Fri 4/25/25	Thu 6/26/25																								
16	Preliminary outreach to Planning and utility providers	40 days	Fri 5/9/25	Thu 7/3/25																								
17	Conceptual cost estimate	10 days	Fri 6/13/25	Thu 6/26/25																								
18	City Council approval of concept	5 days	Fri 6/27/25	Thu 7/3/25																								
19	Phase 2 - Basis of Design/Bridging Documents	100 days	Fri 7/4/25	Thu 11/20/25																								
20	Bridging documents development and review	100 days	Fri 7/4/25	Thu 11/20/25																								
21	Bridging documents package finalized	0 days	Thu 11/20/25	Thu 11/20/25																								
22	Preliminary Planning review and approval	60 days	Fri 7/4/25	Thu 9/25/25																								
23	Continue outreach to utility providers	60 days	Fri 7/4/25	Thu 9/25/25																								
24	Phase 3 - DBE Selection and Execution	660 days	Fri 6/27/25	Thu 1/6/28																								
25	DBE Procurement	165 days	Fri 6/27/25	Thu 2/12/26																								
26	DBE RFQ development and review	20 days	Fri 6/27/25	Thu 7/24/25																								
27	DBE RFQ document finalized	0 days	Thu 7/24/25	Thu 7/24/25																								
28	DBE RFQ solicitation	20 days	Fri 7/25/25	Thu 8/21/25																								
29	DBE qualifications review and shortlisting	15 days	Fri 8/22/25	Thu 9/11/25																								
30	DBE RFP development and review	60 days	Fri 8/29/25	Thu 11/20/25																								
31	DBE RFP document finalized	0 days	Thu 11/20/25	Thu 11/20/25																								
32	DBE RFP solicitation	30 days	Fri 11/21/25	Thu 1/1/26																								
33	Review, selection, contracting of DBE	30 days	Fri 1/2/26	Thu 2/12/26																								
34	DBE NTP	0 days	Thu 2/12/26	Thu 2/12/26																								
35	DBE Design and Construction	495 days	Fri 2/13/26	Thu 1/6/28																								
36	DD, CD document development	160 days	Fri 2/13/26	Thu 9/24/26																								
37	Permitting	100 days	Fri 7/3/26	Thu 11/19/26																								
38	Construction	335 days	Fri 8/14/26	Thu 11/25/27																								
39	Substantial completion	0 days	Thu 11/25/27	Thu 11/25/27																								
40	Final Punchlist/DBE Closeout	30 days	Fri 11/26/27	Thu 1/6/28																								
41	Phase 4 - Post Construction	50 days	Fri 12/10/27	Thu 2/17/28																								
42	City FF&E, Technology and Communications	40 days	Fri 12/10/27	Thu 2/3/28																								
43	Move in and occupancy	10 days	Fri 2/4/28	Thu 2/17/28																								



ATTACHMENT C - FEE PROPOSAL SHEET

ENERGY STORAGE SOLUTION AND SOLAR POWER PURCHASE AGREEMENT (PPA)

PUBLIC SAFETY FACILITY PROJECT - CITY OF PETALUMA

Respondent Company Name: _____ Date Submitted:

IMPORTANT NOTE: For each configuration beyond the Base Option (Enhanced and Maximum Options), respondent must submit a conceptual site plan showing the proposed layout of solar arrays, battery storage equipment, and covered parking structures. Site plans should clearly indicate dimensions, equipment locations, and parking space counts.

SECTION 1: SYSTEM CONFIGURATION OPTIONS

Note: The City of Petaluma prefers a fixed PPA rate (0% escalation)

1.1 BASE OPTION (Minimum Requirements - 150kW, 50 spaces)

Parameter	Fixed Rate Option	Escalating Rate Option
PPA Rate (Year 1)	\$____ per kWh	\$____ per kWh
Annual Escalation Rate	0% (Fixed)	____% per year
Contract Term Length	____ years	____ years
Solar System Size	150 kW DC	150 kW DC
Energy Storage Size	<u>225</u> kWh	<u>225</u> kWh
Parking Spaces Covered	50 spaces	50 spaces
Estimated Annual Production	____ kWh (Year 1)	____ kWh (Year 1)
Performance Guarantee	____% of Estimated Production	____% of Estimated Production
Estimated Annual Value to City	\$____ (Year 1)	\$____ (Year 1)

1.2 ENHANCED OPTION (Medium Size System)

Parameter	Fixed Rate Option	Escalating Rate Option
PPA Rate (Year 1)	\$____ per kWh	\$____ per kWh
Annual Escalation Rate	0% (Fixed)	____% per year
Contract Term Length	____ years	____ years
Solar System Size	____ kW DC	____ kW DC
Energy Storage Size	____ kWh	____ kWh
Parking Spaces Covered	____ spaces	____ spaces
Estimated Annual Production	____ kWh (Year 1)	____ kWh (Year 1)
Performance Guarantee	____% of Estimated Production	____% of Estimated Production
Estimated Annual Value to City	\$____ (Year 1)	\$____ (Year 1)

1.3 MAXIMUM OPTION (Respondent's Recommended Maximum)

Parameter	Fixed Rate Option	Escalating Rate Option
PPA Rate (Year 1)	\$____ per kWh	\$____ per kWh
Annual Escalation Rate	0% (Fixed)	____% per year
Contract Term Length	____ years	____ years
Solar System Size	____ kW DC	____ kW DC
Energy Storage Size	____ kWh	____ kWh
Parking Spaces Covered	____ spaces	____ spaces
Estimated Annual Production	____ kWh (Year 1)	____ kWh (Year 1)
Performance Guarantee	____% of Estimated Production	____% of Estimated Production
Estimated Annual Value to City	\$____ (Year 1)	\$____ (Year 1)

1.4 TERM OPTIONS

For each system configuration above, provide alternative PPA rates for different contract terms:

Base Option (150kW) Term Alternatives:

Term Length	Fixed Rate (\$/kWh)	Escalating Rate (\$/kWh, Year 1)	Annual Escalator
15 Years	\$____	\$____	____%
20 Years	\$____	\$____	____%
25 Years	\$____	\$____	____%

Enhanced Option Term Alternatives:

Term Length	Fixed Rate (\$/kWh)	Escalating Rate (\$/kWh, Year 1)	Annual Escalator
15 Years	\$_____	\$_____	____%
20 Years	\$_____	\$_____	____%
25 Years	\$_____	\$_____	____%

Maximum Option Term Alternatives:

Term Length	Fixed Rate (\$/kWh)	Escalating Rate (\$/kWh, Year 1)	Annual Escalator
15 Years	\$_____	\$_____	____%
20 Years	\$_____	\$_____	____%
25 Years	\$_____	\$_____	____%

SECTION 2: OWNERSHIP OPTIONS

2.1 BASE OPTION (150kW) OWNERSHIP OPTIONS

Option	Description	Cost
End of Term - System Removal	Provider removes all equipment	\$_____
End of Term - System Transfer	All equipment transfers to City ownership	\$_____
Contract Extension	____ year extension	\$_____ per kWh
Early Purchase - Year 6	Option to purchase system	\$_____
Early Purchase - Year 10	Option to purchase system	\$_____
Early Purchase - Year 15	Option to purchase system	\$_____
Fair Market Value Option	Available in year(s): _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

2.2 ENHANCED OPTION OWNERSHIP OPTIONS

Option	Description	Cost
End of Term - System Removal	Provider removes all equipment	\$_____
End of Term - System Transfer	All equipment transfers to City ownership	\$_____
Contract Extension	____ year extension	\$_____ per kWh
Early Purchase - Year 6	Option to purchase system	\$_____
Early Purchase - Year 10	Option to purchase system	\$_____
Early Purchase - Year 15	Option to purchase system	\$_____
Fair Market Value Option	Available in year(s): _____	<input type="checkbox"/> Yes <input type="checkbox"/> No

2.3 MAXIMUM OPTION OWNERSHIP OPTIONS

Option	Description	Cost
End of Term - System Removal	Provider removes all equipment	\$____
End of Term - System Transfer	All equipment transfers to City ownership	\$____
Contract Extension	____ year extension	\$____ per kWh
Early Purchase - Year 6	Option to purchase system	\$____
Early Purchase - Year 10	Option to purchase system	\$____
Early Purchase - Year 15	Option to purchase system	\$____
Fair Market Value Option	Available in year(s): ____	<input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 3: PERFORMANCE GUARANTEES AND SYSTEM SPECIFICATIONS

3.1 BASE OPTION (150kW) PERFORMANCE GUARANTEES

Parameter	Value	Notes
Guaranteed Annual Production (Year 1)	____ kWh	
Annual Degradation Rate	____% per year	
Production Guarantee Percentage	____% of estimated	
Shortfall Compensation Rate	\$____ per kWh	
System Availability Guarantee	____%	
Response Time for Outages	____ hours	
Guaranteed Battery Round-Trip Efficiency	____%	
Battery Capacity Retention (10 years)	____%	
Measurement Period	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
Guarantee Type	<input type="checkbox"/> Weather-Adjusted <input type="checkbox"/> Fixed	

3.2 ENHANCED OPTION PERFORMANCE GUARANTEES

Parameter	Value	Notes
Guaranteed Annual Production (Year 1)	____ kWh	
Annual Degradation Rate	____% per year	
Production Guarantee Percentage	____% of estimated	
Shortfall Compensation Rate	\$____ per kWh	
System Availability Guarantee	____%	
Response Time for Outages	____ hours	
Guaranteed Battery Round-Trip Efficiency	____%	
Battery Capacity Retention (10 years)	____%	
Measurement Period	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
Guarantee Type	<input type="checkbox"/> Weather-Adjusted <input type="checkbox"/> Fixed	

3.3 MAXIMUM OPTION PERFORMANCE GUARANTEES

Parameter	Value	Notes
Guaranteed Annual Production (Year 1)	____ kWh	
Annual Degradation Rate	____% per year	
Production Guarantee Percentage	____% of estimated	
Shortfall Compensation Rate	\$____ per kWh	
System Availability Guarantee	____%	
Response Time for Outages	____ hours	
Guaranteed Battery Round-Trip Efficiency	____%	
Battery Capacity Retention (10 years)	____%	
Measurement Period	<input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Annually	
Guarantee Type	<input type="checkbox"/> Weather-Adjusted <input type="checkbox"/> Fixed	

SECTION 4: FINANCIAL ANALYSIS AND INCENTIVES

Metric	Base Option (150kW)	Enhanced Option	Maximum Option
Total Energy Production (20-year)	____ kWh	____ kWh	____ kWh
Total PPA Payments (20-year)	\$____	\$____	\$____
Year 1 PPA Cost per kWh	\$____ per kWh	\$____ per kWh	\$____ per kWh
Average PPA Cost per kWh (20-year)	\$____ per kWh	\$____ per kWh	\$____ per kWh
Estimated Current Utility Rate	\$____ per kWh	\$____ per kWh	\$____ per kWh

Incentives and Rebates Applied to Rate

Incentive/Program	Value	Applied to Rate?	Notes
Federal Tax Credits	\$_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	
SGIP Incentives	\$_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	
LCFS Credits	\$_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Other: _____	\$_____	<input type="checkbox"/> Yes <input type="checkbox"/> No	

SECTION 5: PROPOSAL CERTIFICATION

The undersigned certifies under penalty of perjury that:

1. The pricing offered in this proposal is valid for 180 days from the proposal due date
2. All costs, including maintenance and operations for the full term, are included in the PPA rate
3. The respondent will adhere to all requirements in the RFP, including coordination with the DBE
4. All information provided is true and accurate to the best of their knowledge

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

FOR CITY USE ONLY

Proposal Received: _____

Evaluated By: _____

Proposal Score: _____

ATTACHMENT D
EXHIBIT B
INSURANCE REQUIREMENTS -Solar PPA

Contractor's performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor's agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

- ☐ Coverage shall be at least as broad as:
Insurance Services Office Commercial General Liability coverage:
 - a. Personal injury;
 - b. Contractual liability.
- ☐ Insurance Services Office form covering Automobile Liability (any auto), if no company owned autos, non-owned and hired auto applies.
- ☐ Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- ☐ Professional Liability/Errors and Omissions
- ☐ Builder's Risk
- ☐ Property Insurance (stated value) against all risks of loss
- ☐ Pollution Liability Insurance
- ☐ Garage Liability
- ☐ Garagekeepers Insurance
- ☐ Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
- ☐ Abuse or Molestation Liability Coverage

A.1 Required for All Contracts

- ☒ Policy Endorsements or Excerpts from the Policy Pursuant to Section D
- ☒ Copy of the Declarations and Policy Endorsements Page for the CGL Policy

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- ☐ General Liability: \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
- ☐ Products/Completed Operations: \$1,000,000 per occurrence/aggregate.
- ☐ Automobile Liability \$1,000,000 per accident for bodily injury and property damage.
- ☐ Employer's Liability Bodily Injury by Accident - \$1,000,000 each accident.

Bodily Injury by Disease - \$1,000,000 policy limit.

Bodily Injury by Disease - \$1,000,000 each employee.

- ☐ Professional Liability/Errors and Omissions: \$2,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - ☐ Crime/Employee Blanket Fidelity Bond - \$1,000,000: Contractor, at its own cost and expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of \$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).
 - ☐ All Risk Property Insurance: Full replacement cost.
 - ☐ Pollution legal liability with limits no less than \$1,000,000 per occurrence or claim and \$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
 - ☐ Garage Liability: \$1,000,000 per occurrence.
 - ☐ Garagekeepers Insurance: \$1,000,000 per occurrence.
 - ☐ Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than \$1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
1. The Policy shall include, or be endorsed to include, **property damage liability coverage** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property" coverage of the City may be endorsed onto the Consultant's Cyber Liability as covered property as follows:
 2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of the Consultant.
 3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.
- ☐ Abuse or Molestation Liability Coverage: \$1,000,000 per occurrence; \$2,000,000 aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.

City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor 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.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. Additional Insured: The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.
2. Primary and Non-Contributory: For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
6. Waiver of Subrogation: Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker's compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.
7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this

Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma's own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage

NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.

ATTACHMENT E
PROFESSIONAL SERVICES AGREEMENT

(Title of Project)

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

For multi-year contracts or contracts with multiple accounts:

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

FY _____ Fund # _____ Cost Center _____ Object Code _____ Project # _____ Amount \$ _____

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into and effective as of _____, 20____ (“Effective Date”), by and between the City of Petaluma, a
(city use only)

municipal corporation and a charter city (“City”) and _____, a _____ (“Contractor”) (collectively, the “Parties”).

WHEREAS, the Parties enter into this Agreement for the purpose of Contractor providing professional services to City under the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

1. **Services.**

A. Contractor shall provide the services as described in and in accordance with the schedule set forth in Exhibit “A” attached hereto and incorporated herein (“Services”). Except as otherwise expressly provided in this Agreement, this Agreement does not authorize the Contractor to perform any services in addition to those specified in Exhibit A. The City has no obligation to award any additional Services to the Contractor. Any additional Services awarded to the Contractor pursuant to this Agreement will be in the sole discretion of authorized representatives of the City and shall be added to Exhibit A in accordance with Section 25, Amendment, of this Agreement.

B. The Services under this Agreement shall not include preparing or assisting the City with any portion of the City’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for City contracting, including with respect to any subsequent phase of the Services or this Agreement. The Contractor’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. The Contractor shall cooperate with the City to ensure that all contractors submitting proposals for a contract for any subsequent phase of the Services or this Agreement have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by the Contractor pursuant to this Agreement.

2. **Compensation; Business Tax Certificate.**

- A. For the full performance of the Services as described herein, City shall compensate Contractor in accordance with the rates specified in Exhibit A.
- B. Contractor shall submit detailed monthly invoices reflecting all services performed during the preceding month and including a revised schedule for performance and additional documentation requested by City, as applicable.
- C. Contractor shall be compensated for services in addition to those described in Exhibit A, only if Contractor and City execute a written amendment to this Agreement describing the additional services to be performed and the compensation to be paid for such services. In no case shall the total compensation under this Agreement exceed \$_____ without prior written authorization of the City Manager. Further, no compensation for a section or work program component attached with a specific budget shall be exceeded without prior written authorization of the City Manager.
- D. Notwithstanding any provision herein, Contractor shall not be paid any compensation until such time as Contractor has on file with the City Finance Department a current W-9 form available from the IRS website (www.irs.gov) and has obtained a currently valid Petaluma business tax certificate.
- E. City's obligation to pay compensation to Contractor as provided herein is contingent upon Contractor's performance of the Services pursuant to the terms and conditions of this Agreement and any amendments thereto.

3. **Term.** The term of this Agreement commences on the Effective Date, and terminates on _____, unless sooner terminated in accordance with Section 4. Upon termination, any and all of City's documents or materials provided to Contractor and any and all of the documents or materials prepared for City or relating to the performance of the Services, shall be delivered to the City as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

4. **Termination.** City may terminate this Agreement without cause upon ten (10) days' written notice. City may immediately terminate or suspend this Agreement for cause. Cause for immediate termination or suspension shall include, but not be limited to, any breach of this Agreement by Contractor or Contractor's bankruptcy or insolvency. Upon receipt of notice of termination or suspension for cause, Contractor shall immediately stop all work in progress under this Agreement. In the event of early termination of this Agreement by City, Contractor shall be entitled to payment for all Services performed to the date of termination to the extent such Services were performed to the satisfaction of City in accordance with the terms and conditions of this Agreement. If City terminates this Agreement for cause, Contractor shall be liable to City for any excess cost City incurs for completion of the Services.

5. **Contractor's Representation; Independent Contractor.** Contractor represents that Contractor possesses distinct professional skills in performing the Services. City has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and

not as officers, employees or agents of City. This Agreement shall not be construed as an agreement for employment.

6. **Facilities and Equipment.** Contractor shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing Services pursuant to this Agreement. City shall furnish to Contractor no facilities or equipment, unless the City otherwise agrees in writing to provide the same.
7. **Licenses, Permits, Etc.** Contractor shall, at Contractor's sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
8. **Time.** Contractor shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement.
9. **Inspection.** Contractor shall provide the City every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done and materials furnished, if any, shall be subject to inspection and approval by the City. The inspection of such work shall not relieve Contractor of any of its obligations pursuant to this Agreement.
10. **Progress Reports.** Upon the City's request, Contractor shall provide, in a form acceptable to City, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to Contractor's performance of the Services.
11. **Confidentiality.** In the course of Contractor's employment, Contractor may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. Contractor shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.
12. **Conflict of Interest.**
 - A. Contractor represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. Contractor further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. Contractor represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during this Agreement or any extension, Contractor will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain Contractors are subject to the requirements, including the disclosure and reporting requirements, of the City's Conflict of Interest Code adopted pursuant to the Political Reform Act. Such Contractors subject to the City's Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. Contractor

agrees to comply fully with all such requirements to the extent they apply to Contractor's performance of the Services.

- B. Certain contractors, in addition to being subject to the City's Conflict of Interest Code, may be subject to other conflict of interest prohibitions, including those in the Political Reform Act, Government Code Section 81000 and following, and Section 1090 and following of the Government Code. The Political Reform Act prohibits public officials, employees and certain contractors from participating in making governmental decisions that the official, employee or consultant knows or has reason to know will result in a material financial effect on their economic interests. Government Code Section 1090 and following prohibits government officials, employees, and certain contractors from participating in making government contracts in which the official, employee or contractor has a financial interest. As a result of the financial interest City contractors have in their City contracts, the Section 1090 prohibition regarding City contractors focuses on whether a contractor is or would be "making a government contract" in a quasi-governmental capacity for purposes of Section 1090. Section 1090 prohibits City contractors from using their role as a contractor to influence how the City spends the public's funds in a way that benefits the contractor. As a result, Section 1090 may in certain circumstances prohibit the Contractor from responding to solicitations for, or being awarded, subsequent contracts that result from or relate to the Services performed pursuant to this Agreement. Penalties for violating Section 1090 are severe, and may include felony criminal penalties, permanent disqualification from holding public office in California, disgorgement of any benefit received by the financially interested contractor, civil and administrative penalties, and voiding of the prohibited contract.
13. **Contractor No Agent.** Except as the City may otherwise expressly specify in writing, the Contractor shall have no authority, express or implied, to act or transact on behalf of City in any capacity whatsoever, including advising or representing the City concerning City public contracts as an agent of the City. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
14. **Standard of Performance.** Contractor shall perform all the Services in a manner consistent with the standards of Contractor's profession. All instruments of service of whatsoever nature, which Contractor delivers to City pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of Contractor's profession. All such instruments of service shall become the sole and exclusive property of City upon delivery of the same.
15. **Assignment/Transfer.** No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of City.
16. **Subcontractors.** Contractor shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of City. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name City as an additional insured.
17. **Compliance With All Laws.** Contractor shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the

Services required hereunder, including but not limited to, the California Building Standards Code as in effect in the City, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. Contractor's failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, Contractor shall comply with all rules and regulations applicable to such fiscal assistance.

18. **Prevailing Wages.** This Agreement is subject to the requirements of the California Prevailing Wage Law, California Labor Code Section 1720 et seq., and the Services as described in Exhibit A will be performed in accordance with all applicable requirements of the California Prevailing Wage Law, including, but not limited to, all applicable requirements contained in Exhibit _____, which is attached to and made a part of this Agreement.
19. **Living Wage Ordinance.** Without limiting the foregoing Section 17, unless exempt pursuant to Petaluma Municipal Code Section 8.36.080, Contractor shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the "Living Wage Ordinance"), as the same may be amended from time to time and this section. Upon the City's request Contractor shall promptly provide to the City documents and information verifying Contractor's compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement at Exhibit _____, shall be a part of this Agreement for all purposes, and Contractors that are subject to Living Wage Ordinance requirements, as determined by the City, must provide a properly completed Exhibit _____ in accordance with the requirements of the Living Wage Ordinance. Contractor's noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for City's termination of this Agreement pursuant to Section 4 hereof.
20. **Discrimination.** During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.
21. **Notice.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing, and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:
 - (i) personal delivery, in which case notice is effective upon delivery;
 - (ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;
 - (iii) nationally recognized overnight courier, with charges prepaid or charged to the sender's account, in which case notice is effective on delivery if delivery is

confirmed by the delivery service; or

- (iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient's time or on a nonbusiness day.

City: City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Phone: (707) 778-4360
Fax: (707) 778-4554
Email: cityclerk@ci.petaluma.ca.us

And:

Phone: _____
Fax: _____
Email: _____

Contractor: _____

Phone: _____
Fax: _____
Email: _____

22. **Ownership of Documents.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of City and may not be used by Contractor without the written consent of City. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative. Notwithstanding this provision or any other provision in this Agreement to the contrary, the City and the Contractor shall each own all right, title and interest in and to any intellectual property authored by or on behalf of the City or the Contractor related to the Services. The City shall have an irrevocable, royalty-free, world-wide, fully-paid-up, non-exclusive license to use and authorize others to use any intellectual property of the Contractor included in the work products produced as part of the performance of the Services pursuant to this Agreement.
23. **Indemnification.** A. With respect to commercial general liability, to the maximum extent permitted by law, Contractor shall, at its own expense, indemnify, defend with counsel acceptable to the City, (which acceptance will not be unreasonably withheld), and hold harmless City and its officers, officials, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, claims, suits, actions, arbitration

proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature, whether actual, alleged or threatened, arising out of or in connection with the Contractor's performance of the Services or Contractor's failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

B. With respect to professional liability, notwithstanding the foregoing or any other provision in this Agreement, to the maximum extent permitted by law, Contractor shall indemnify defend and hold harmless the Indemnitees from Liability arising out of or in connection with the negligence, recklessness, or willful misconduct of Contractor.

C. The Contractor must respond within 30 calendar days to any tender of defense and indemnity by the City unless the time for responding has been extended by an authorized representative of the City in writing. If the Contractor fails to accept tender of defense and indemnity within 30 calendar days regarding a matter subject to tender pursuant to this Agreement, in addition any other remedies authorized by law, so much of the money due or that may become due the Contractor under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until the Contractor accepts the tender, whichever occurs first. In the event that the City must file responsive documents in a matter tendered to Contractor prior to Contractor's acceptance of tender, where such matter is subject to tender pursuant to this Agreement, Contractor agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation, incurred by the City in filing such responsive documents.

D. Notwithstanding the foregoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2783, as may be amended from time to time, Contractor's duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

E. Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, Contractor's duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.

24. **Insurance.** Contractor shall comply with the "Insurance Requirements for Contractors" in Exhibit B, attached hereto and incorporated herein by reference.

City reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. City's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City's failure to identify any insurance deficiency shall not relieve Contractor 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.

25. **Amendment.** This Agreement may be amended only by a written instrument executed by both Parties.

26. **Litigation.** If litigation ensues which pertains to the subject matter of Contractor's services hereunder, Contractor, upon request from City, agrees to testify therein at a reasonable and customary fee.
27. **Construction.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.
28. **Governing Law; Venue.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.
29. **Non-Waiver.** The City's failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.
30. **Severability.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
31. **No Third Party Beneficiaries.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.
32. **Mediation.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.
33. **Contractor's Books and Records.**
- A. Contractor shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to Contractor pursuant to this Agreement.
 - B. Contractor shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.
 - C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the City for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at Contractor's address indicated for receipt of notices in this Agreement.

D. Where City has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of Contractor's business, City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by Contractor, Contractor's representatives, or Contractor's successor in interest.

34. **Headings.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

35. **Survival.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between City and Contractor shall survive the termination or expiration of this Agreement.

36. **Entire Agreement.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

CITY OF PETALUMA

CONTRACTOR

City Manager

By _____
Name

ATTEST:

Title

City Clerk

Address

APPROVED AS TO FORM:

City State Zip

City Attorney

Taxpayer I.D. Number

Petaluma Business Tax Certificate Number

ATTACHMENT F

EXHIBIT ____

ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO CITY OF PETALUMA LIVING WAGE ORDINANCE PETALUMA MUNICIPAL CODE CHAPTER 8.36

The City of Petaluma Living Wage Ordinance (“Ordinance”), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an “Agreement”) between the City of Petaluma (“City”) and/or the Petaluma Community Development Commission (“PCDC”) and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits (“covered entities”).

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.
- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.

By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgment and Certification.

SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D: _____

(Print Name of Covered Entity/Business Capacity) Date: _____

By _____
(Print Name)

/s/ _____
(Signature)

Its _____
(Title /Capacity of Authorized Signer)

**REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120**

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS BOARD, WHICH:

- AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND
- HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE "NONE": _____

ATTACH ADDITIONAL PAGES IF NEEDED.

Date: _____

Regulatory Agency or Court: _____

Subject Matter: _____

Resolution, if any: _____

Expected resolution, if known: _____

ATTACHMENT G

PREVAILING WAGE EXHIBIT _____

HOURS OF WORK:

- A. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Services shall constitute a legal day's work under this Agreement.
- B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Services is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815; which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.
- C. The Consultant and its subconsultants shall forfeit as a penalty to the City \$25 for each worker employed in the performance of the Services for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

- A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the Services are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file with the City and shall be made available on request. The Consultant and subconsultants engaged in the performance of the Services shall pay no less than these rates to all persons engaged in performance of the Services.
- B. In accordance with Labor Code Section 1775, the Consultant and any subconsultants engaged in performance of the Services shall comply Labor Code Section 1775 which establishes a penalty of up to \$50 per day for each worker engaged in the performance of the Services that the Consultant or any subconsultant pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subconsultant in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subconsultant had knowledge of their obligations under the California Labor Code. The Consultant or subconsultant shall pay

the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subconsultant worker engaged in performance of the Services is not paid the general prevailing per diem wages by the subconsultant, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The Agreement executed between the Consultant and the subconsultant for the performance of part of the Services shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subconsultant by periodic review of the subconsultant's certified payroll records.
 3. Upon becoming aware of a subconsultant's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subconsultant for performance of the Services.
 4. Prior to making final payment to the subconsultant, the Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the subconsultant has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Services and any amounts due pursuant to California Labor Code Section 1813.
- C. In accordance with California Labor Code Section 1776, the Consultant and each subconsultant engaged in performance of the Services, shall keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Services. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
1. The information contained in the payroll record is true and correct.
 2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any Services performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776. In addition, Consultant and sub-consultant shall be required to be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Consultant and

any sub-consultant shall submit certified payroll records to the Department of Industrial Relations Labor Commissioner online:

<https://apps.dir.ca.gov/ecpr/DAS/AltLogin>.

The Consultant is responsible for ensuring compliance with this section.

- D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subconsultants engaged in performance of the Services, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- E. In case it becomes necessary for the Consultant or any subconsultant engaged in performance of the Services to employ on the Services any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Consultant shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Services to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.