

DRAFT Third Amended and Restated Agreement for Sanitary Sewer Hydraulic Modeling

This third amended and restated agreement (“Third Amended and Restated Agreement” or “Agreement”) is by and between **Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District** (collectively referred to as “Sonoma Water”) and **Woodard & Curran, Inc.**, a Maine corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Consultant certifies that it is a Maine corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified and licensed engineering firm, experienced in sanitary sewer hydraulic modeling and related services.
- B. Sonoma County Water Agency operates and manages Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District (“Districts”) under contract with Districts. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of Districts.
- C. Sonoma County Water Agency owns, operates, and manages Airport/Larkfield/Wikiup Sanitation Zone, Geyserville Sanitation Zone, Penngrove Sanitation Zone, and Sea Ranch Sanitation Zone (“Zones”).
- D. In accordance with the California Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Sonoma County Water Agency has developed a Sewer System Management Plan (SSMP) for the collection system in each of the Sanitation Districts and Sanitation Zones it manages. Under this Agreement, Consultant will update the SSMPs for each District and Zone.
- E. One of the requirements of the SSMPs is a system evaluation and capacity assurance plan. Collection system modeling and capacity assessment are necessary in order to update the system evaluation and capacity assurance plans.
- F. Under this Agreement, Consultant will also update the sewer collection system models for Sonoma Valley County Sanitation District, Russian River County Sanitation District, and Airport/Larkfield/Wikiup Sanitation Zone for current and build-out flow.
- G. In addition, for Sonoma Valley County Sanitation District, Russian River County Sanitation District, and Airport/Larkfield/Wikiup Sanitation Zone, Consultant will assess the impact on sewer capacity of various proposed new projects or changes in system flows or configuration, and identify improvements necessary to relieve any capacity deficiencies caused by such changes.

- H. Sonoma Water and Consultant first entered into this Agreement on January 7, 2020, in the amount of \$375,000 (Original Agreement).
- I. The First Amended and Restated Agreement extended the term of the Agreement to December 10, 2023, to complete the work at no additional cost to Sonoma Water.
- J. The Second Amended and Restated Agreement increased the amount by \$300,000, expanded the scope of work to include updating existing Sonoma Valley County Sanitation District, Russian River County Sanitation District, and Airport/Larkfield/Wikiup Sanitation Zone hydraulic models, and extended the Agreement term by two years for a new not-to-exceed Agreement total of \$675,000 and end date of December 31, 2025.
- K. This Third Amended and Restated Agreement increases the amount by an additional \$204,161, expands the scope of work to include hydraulic modeling to account for growth of customers and potential additional dwelling units (ADUs) and updating Sewer System Management Plans, and extends the Agreement term by one year for a new not-to-exceed Agreement total of \$879,161 and term end date of December 31, 2026.
- L. This Third Amended and Restated Agreement supersedes all previous agreements and amendments between the parties.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct and are incorporated herein.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work.
 - b. Exhibit B: Schedule of Costs.
 - c. Exhibit C: Estimated Budget for Scope of Work.
 - d. Exhibit D: Insurance Requirements.

3. SCOPE OF SERVICES

- 3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate

the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Consultant
Project Manager: Kevin Booker 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-1865 Email: kevin.booker@scwa.ca.gov	Contact: Gisa Ju 2175 North California Boulevard, Suite 315 Walnut Creek, CA 94596 Phone: 925-627-4100 Email: gju@woodardcurran.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	P.O. Box 55008 Boston, MA 02205-5008

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace,

substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.

- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. PAYMENT

4.1. *Total Costs:*

- a. Total costs under this Agreement shall not exceed \$879,161.
- b. No more than \$790,000 will be paid until the Sonoma Valley County Sanitation District Sewer System Management Plan in Task 1.8 is submitted.

4.2. *Method of Payment:* Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B.

4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:

- a. Consultant name.
- b. Agreement Title and TW 18/19-110C.
- c. Sonoma Water's Project-Activity Code V0023D021 and A0023D021; R0023D021.
- d. Task performed with an itemized description of services rendered by date and allocated per District and Zone.
- e. Summary of work performed by subconsultants, as described in Paragraph 14.4.
- f. Time in quarter hours devoted to the task.
- g. Hourly rate or rates of the persons performing the task.
- h. List of reimbursable materials and expenses.
- i. Copies of receipts for reimbursable materials and expenses.

4.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 1.9 of Exhibit A.

4.5. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.

4.6. *Rate Changes:* Upon at least 30 days written notice, Consultant may change the hourly rates up to 5% per year, commencing one year from the Effective Date of this Agreement and no more than once every 12 months thereafter.

4.7. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.

4.8. *Taxes Withheld by Sonoma Water:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Consultant does not qualify, as described in Paragraph 4.8.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.8.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

4.9. *Funding:*

- a. Funding for this Agreement is as follows:

<i>Fiscal Years</i>	<i>Appropriation</i>
2018/2019	\$375,000
2019/2020	\$0
2020/2021	\$0
2021/2022	\$0
2022/2023	\$300,000
2023/2024	\$0
2024/2025	\$204,161

- b. Availability of Funding:
 - i. Funding was available for Fiscal Years 2018/2019 and 2022/2023. Funding is available for Fiscal Year 2024/2025 under this Third Amended Agreement.

- ii. Sonoma Water's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water's Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water's Board of Directors for the purpose of this Agreement.
- iii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water's Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

5.1. *Term of Agreement:*

- a. The term of this Agreement shall be from January 7, 2020 ("Effective Date") to December 31, 2026, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma Water shall have one option to extend this Agreement for a period of one year by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article.

5.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. TERMINATION

6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.

6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail 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, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph and shall submit

to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District's part, but, to the extent required by law, excluding liability due to Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

- 8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

9. PROSECUTION OF WORK

- 9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

10. EXTRA OR CHANGED WORK

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- 11.6. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

12. REPRESENTATIONS OF CONSULTANT

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be

considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

- 12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Consultant becomes debarred, Consultant has the obligation to inform Sonoma Water.
- 12.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.8. *AIDS Discrimination:* Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 12.9. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the work, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement,

Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

- 12.11. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.
- 12.12. *Zone Liability:* The term “Zone” or “Zones” as used in this Paragraph 12.12 shall mean any applicable Sanitation Zone, as described in Recital C of this Agreement. To the extent any work under this Agreement relates to Zone activities, Consultant shall be paid exclusively from Zone funds. Consultant agrees that Consultant shall make no claim for compensation for Consultant’s services against other funds available to Sonoma County Water Agency and Consultant expressly waives any right to be compensated from other funds available to Sonoma County Water Agency. In addition, Consultant acknowledges that West’s Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma County Water Agency based on causes of action arising from Zone activities may be made only from funds of those Zones.
- 12.13. *District Liability:* Districts are separate legal entities from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Consultant shall be paid exclusively from District funds. Consultant agrees that it shall make no claim for compensation for Consultant’s services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

13. DEMAND FOR ASSURANCE

- 13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the

circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

14. ASSIGNMENT AND DELEGATION

14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:

<i>Name</i>	<i>Type of Services</i>	<i>Prevailing Wages Apply? Y/N</i>
Brelje & Race Consulting Engineers	Engineering support	N
Causey Consulting	Engineering support (Spill Emergency Response Plan)	N

14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

14.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

15. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

16. MISCELLANEOUS PROVISIONS

- 16.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 16.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 16.8. *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 Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 16.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 16.11. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing

party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 18/19-110C

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Verne Ball, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

**Sonoma County Water Agency, Occidental
County Sanitation District, Russian River
County Sanitation District, Sonoma Valley
County Sanitation District, and South Park
County Sanitation District**

Woodard & Curran, Inc., a Maine
corporation

By: _____
Grant Davis
General Manager
Authorized per Boards of Directors Action
on May 13, 2025

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1A: Update Existing Sonoma Valley County Sanitation District (SVCSD) Hydraulic Model

- a. Update existing hydraulic model previously developed by Consultant for SVCSD for the capacity assessment completed in 2016. Prepare updates in InfoWorks™ ICM and deliver as ICM transportable file. Updates include, but are not limited to:
 - i. Update model pipe networks to include recent and planned system changes provided by Sonoma Water.
 - ii. Add selected smaller diameter pipes to the model, as directed by Sonoma Water (up to 10 percent increase in total model pipe footage).
 - iii. Update pipe inside diameters and “n” values based on pipe material in accordance with data contained in Sonoma Water’s geographic information system (GIS) database.
 - iv. Update existing model loads (base wastewater flows) based on Sonoma Water’s latest tabulation of equivalent single-family dwellings (ESDs) by parcel for fiscal year 2019/2020.
 - v. Review and discuss with Sonoma Water the methodology used to develop the future model scenario. Modify the methodology and assumptions as needed based on these discussions.
 - vi. Update the future model scenario and spreadsheets using the revised methodology and data on proposed developments received from Sonoma Water. Formulate the development data to allow for modeling of up to ten future scenarios defined by various combinations of the developments or development groups listed below. Updates include, but are not limited to, the following:
 - a) Recently approved or currently proposed development projects identified by Sonoma County and City of Sonoma, including the Springs Specific Plan, Hanna Center, and Sonoma Development Center (SDC).
 - b) Housing rezoning and opportunity sites identified in the current Sonoma County and City of Sonoma Housing Elements.
 - c) Developments for which Consultant completed capacity evaluations since completion of the 2016 study, which are not already included in the current ESD database.
 - d) Additional significant potential developments identified by Sonoma County and City of Sonoma planning staff.
 - e) Development of currently vacant, developable parcels within the Urban Service Area based on land use designations shown in the

- current Sonoma County and City of Sonoma General Plans and zoning GIS mapping.
- f) Connection of existing developed parcels currently served by on-site septic systems.
- g) Additional ADUs on existing single-family or multi-family residential parcels.
- vii. Review historic and current flow monitoring data collected during the 2021/2022 and 2022/2023 wet weather seasons for the Sonoma Development Center (SDC) and other flow meter sites maintained by Sonoma Water in SVCSD. Use the data to refine model wet-weather flow parameters, if appropriate, (focusing on the SDC and upper portions of the SVCSD system) based on the format and accuracy of the flow data. Run model for potential growth scenarios as developed under Paragraph 1.1 to evaluate capacity impact on downstream SVCSD system.
- viii. Review recent flow data from the wastewater treatment plant and level data for SVCSD's five "smart-lid" installations in SVCSD and compare to simulated model flows for dry-weather and observed wet-weather events. Note discrepancies and make recommendations for obtaining additional data for refining model calibration.
- ix. Update existing model loads based on 2022/2023 ESDs and update the model network to represent each parcel as a model sub-catchment.

Deliverable	Due Date
Updated hydraulic model	TBD

1.2. Task 1B: Update Existing Russian River County Sanitation District (RRCSD) Hydraulic Model

- a. Update the existing hydraulic model previously developed by Consultant for RRCSD for the capacity assessment completed in 2016. Prepare updates in InfoWorks™ ICM and deliver as ICM transportable file. Updates include, but are not limited to:
 - i. Update model pipe networks to include recent system changes provided by Sonoma Water.
 - ii. Add selected smaller diameter pipes to the model, as directed by Sonoma Water (up to 10 percent increase in total model pipe footage).
 - iii. Update pipe inside diameters and "n" values based on pipe material in accordance with data contained in Sonoma Water's geographic information system (GIS) database.
 - iv. Update existing model loads (base wastewater flows) based on Sonoma Water's latest tabulation of ESDs by parcel for fiscal year 2019/2020.

- v. Review and discuss with Sonoma Water the methodology used to develop the future model scenario. Modify the methodology and assumptions as needed based on these discussions.
- vi. Update the future model scenario and spreadsheets using the revised methodology and data on proposed developments received from Sonoma Water. Updates include, but are not limited to, the following:
 - a) Recently approved or proposed development projects identified by Sonoma County and housing rezoning and opportunity sites identified in the current Sonoma County Housing Element..
 - b) Additional significant planned developments identified by Sonoma County planning staff.
 - c) Development of currently vacant, developable parcels within the Urban Service Area based on land use designations shown in the current Sonoma County General Plan and zoning GIS mapping.
 - d) Connection of existing developed parcels currently served by on-site septic systems.
 - e) Additional ADUs on existing single-family and multi-family residential parcels.
- b. Develop a work plan for preparing a revised System Evaluation and Capacity Assurance Plan (SECAP) as required under Paragraph 6.3.6.2.2 of the RRCSD and Sonoma Water Russian River Wastewater Treatment Facility NPDES Permit (Order R1-2021-0002). The work plan shall describe the proposed approach and schedule for modeling alternate design storms and preparing the engineering study as required under Paragraphs 6.3.6.2.2.1, 6.3.6.2.2.2, and 6.3.6.2.2.3 of the permit requirements.

Deliverable	Due Date
Draft work plan for SECAP update	Within 3 months of receipt of notice to proceed on this task from Sonoma Water
Final work plan for SECAP update	Within 14 days of Sonoma Water's approval of draft
Updated hydraulic model	TBD

1.3. Task 1C: Update Existing Airport-Larkfield-Wikiup Sanitation Zone (ALWSZ) Hydraulic Model

- a. Update the existing hydraulic model previously developed by Consultant for the ALWSZ for the capacity assessment completed in 2016. Prepare updates in InfoWorks™ ICM and deliver as ICM transportable file. Updates include, but are not limited to:
 - i. Update model pipe networks to include recent system changes provided by Sonoma Water.
 - ii. Add selected smaller diameter pipes to the model, as directed by Sonoma Water (up to 10 percent increase in total model pipe footage).

- iii. Update pipe inside diameters and “n” values based on pipe material in accordance with data contained in Sonoma Water’s geographic information system (GIS) database.
- iv. Update existing model loads (base wastewater flows) based on Sonoma Water’s latest tabulation of ESDs by parcel for fiscal year 2019/2020.
- v. Develop future model loads in coordination with ongoing work by Sonoma County in preparing the Environmental Impact Report for the Airport Area Specific Plan (AASP).
 - a) Work with Sonoma County and its AASP consultants to define up to five future planning scenarios for analysis.
 - b) Develop parcel-based land use and flow projections for each scenario based on planned development included on Sonoma County’s “Active Permits” and housing rezoning and opportunity sites lists as provided by the County. Information provided will include, but not be limited to, the following:
 - a. Land use classifications and densities as provided by Sonoma County for the AASP area.
 - b. Currently vacant, developable parcels within ALWSZ but outside the AASP based on land use designations and densities shown on current Sonoma County General Plan mapping.
 - c) Participate in up to 15 teleconference meetings with Sonoma Water and Sonoma County to discuss and refine the model scenarios.
- vi. Run model for the scenarios developed under item v to identify any potential capacity deficiencies in the ALWSZ trunk sewer system and estimated average and peak flows to the ALWSZ wastewater treatment plant.
- vii. Review recent flow data from the ALWSZ wastewater treatment plant and compare to simulated model flows for dry-weather and observed wet-weather events. Note discrepancies and make recommendations for obtaining additional data for refining model calibration.
- b. Prepare a technical memorandum summarizing the hydraulic model updates specified in Paragraph 1.3.a.
 - i. Contents. Prepare one technical memorandum for ALWSZ that includes, but is not limited to, the items below:
 - a) Table of Contents.
 - b) Summary of work performed in Paragraph 1.3.a.i through 1.3.a.vii under this task.
 - c) Recommendations for obtaining additional data for refining model calibration as described in Paragraph 1.3.a.vii under this task.
 - d) Updated scenario and spreadsheets of future parcel developments described in Paragraph 1.3.a.v under this task.
 - e) Other information developed as part of the work under this task as requested by Sonoma Water.

- ii. Review. Submit to Sonoma Water, for review.
 - a) First Draft: Prepare technical memorandum in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of the draft technical memorandum to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft technical memorandum and resubmit one electronic copy of the technical memorandum for Sonoma Water approval.
 - c) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved technical memorandum to Sonoma Water in accordance with the date listed for this deliverable.
- c. Update existing model loads based on 2022/2023 ESDs, update the model network to represent each parcel as a model sub-catchment, and update future scenario as needed based on these changes.
- d. Attend up to two meetings with Sonoma Water to discuss the model updates.
- e. Prepare meeting agendas.
 - i. First Draft: Prepare the agendas in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of the draft agendas to Consultant with comments or approval in writing.
 - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft agendas and resubmit one copy of the agendas for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final agendas to Sonoma Water.
- f. Prepare and distribute meeting minutes.

Deliverable	Due Date
Draft technical memorandum	Within 6 months of receipt from Sonoma Water of the information needed for the model updates
Final technical memorandum	Within 14 calendar days of Sonoma Water's approval of draft
Draft Agendas	Within 7 calendar days prior to each meeting
Final Agendas	At each meeting
Meeting Minutes	Within 7 calendar days after each meeting
Updated hydraulic model	TBD

- 1.4. Task 2A: Capacity Analysis and Update of 2016 Capacity Assessment Report for SVCSD
- a. Based on the updated model developed under Task 1A, identify potential capacity deficiencies in the SVCSD modeled system under existing and future peak wet weather flows (including the future development scenarios developed under Paragraph 1.1.a.vi and additional scenarios subsequently developed under Task 4) based on the design storm used in the 2016 capacity assessment. Identify and quantify the length of modeled sewer pipes that would need to be upsized to accommodate the design peak flows for each scenario.
 - b. For the final future scenario specified by Sonoma Water, review and modify or identify additional recommended capacity improvement projects needed to address predicted capacity deficiencies, based on alternate solutions as suggested by Sonoma Water, including consideration for consolidation of pipes in roads with multiple parallel sewers. Update or develop cost estimates for the recommended projects.
 - c. For the final future scenario specified by Sonoma Water, conduct model runs for up to two additional design storms, as provided by Sonoma Water, representing potential future changes in precipitation due to climate change. Based on results of these model runs, identify potential additional capacity deficiencies that could result from these storms.
 - d. Update the 2016 Sanitary Sewer Capacity Assessment and Master Plan report for SVCSD using the updated model developed in Tasks 1A. Deliver the update in the form of an addendum to the capacity assessment report (Addendum).
 - i. Contents. Prepare one Addendum for SVCSD that includes, but is not limited to, the items below.
 - a) Table of Contents.
 - b) Hydraulic analysis and design criteria, as indicated by Sonoma Water.
 - c) Summary of results for the additional design storm model simulations under Paragraph 1.4.c if directed by Sonoma Water to be included in the Addendum.
 - d) Description of any new or changed predicted capacity deficiencies or recommended capacity improvement projects based on the updated model results.
 - e) Updated cost estimates for the recommended projects described in Paragraph 1.4.b under this task.
 - f) A detailed description of the work performed, including methodology.
 - g) Other information developed as part of the work under this task as requested by Sonoma Water.
 - ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare Addendum in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for

- c) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved Addendum to Sonoma Water in accordance with the date listed for this deliverable.
- e. Attend up to four meetings with Sonoma Water to discuss updates to the capacity analysis and capacity assessment report.
- f. Prepare meeting agendas.
 - i. First Draft: Prepare the agendas in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of the draft agendas to Consultant with comments or approval in writing.
 - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft agendas and resubmit one copy of the agendas for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final agendas to Sonoma Water.
- g. Prepare and distribute meeting minutes.

Deliverable	Due Date
Draft Addendum for SVCSD	Within 4 months after completion model updates under Task 1A
Final Addendum for SVCSD	Within 14 calendar days of Sonoma Water's approval of draft
Draft Agendas	Within 7 calendar days prior to each meeting
Final Agendas	At each meeting
Meeting Minutes	Within 7 calendar days after each meeting

- 1.5. Task 2B: Capacity Analysis and Update of 2016 Capacity Assessment Report for ALWSZ
 - a. Based on the updated model developed under Task 1C, identify potential capacity deficiencies in the ALWSZ modeled system under existing and future peak wet weather flows (including the future development scenario developed under Paragraphs 1.3.a.v and additional scenarios subsequently developed under Task 4) based on the design storm used in the 2016 capacity assessment. Identify and quantify the length of modeled sewer pipes, if any, that would need to be upsized to accommodate the design peak flows for each scenario.

- b. For the final future scenario specified by Sonoma Water, identify needed capacity improvement projects and prepare cost estimates for the recommended projects.
- c. For the final future scenario specified by Sonoma Water, conduct model runs for up to two additional design storms, as provided by Sonoma Water, representing potential future changes in precipitation due to climate change. Based on results of these model runs, identify potential additional capacity deficiencies that could result from these storms.
- d. Update the 2016 Sanitary Sewer Capacity Assessment report for ALWSZ using the updated model developed in Tasks 1C. Deliver the update in the form of a capacity assessment addendum (Addendum) to the capacity assessment report.
 - i. Contents. Prepare Addendum for ALWSZ that includes, but is not limited to, the items below.
 - a) Table of Contents.
 - b) Hydraulic analysis and design criteria, as indicated by Sonoma Water.
 - c) Summary of results of the additional design storms modeled under Paragraph 1.5.c if directed by Sonoma Water to be included in the Addendum.
 - d) Description of new or changed predicted capacity deficiencies or recommended capacity improvement projects based on the updated model results.
 - e) Updated cost estimates for the recommended projects (if any) described in Paragraph 1.5.b under this task.
 - f) A detailed description of the work performed, including methodology.
 - g) Other information developed as part of the work under this task as requested by Sonoma Water.
 - ii. Review. Submit to Sonoma Water for review.
 - h) First Draft: Prepare Addendum in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of the draft Addendum to Consultant with comments or approval in writing.
 - i) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft Addendum and resubmit one copy of the Addendum for Sonoma Water approval.
 - j) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved Addendum to Sonoma Water in accordance with the date listed for this deliverable.
- e. Attend up to two meetings with Sonoma Water to discuss updates to the capacity analysis and capacity assessment report.

- f. Prepare meeting agendas.
 - i. First Draft: Prepare the agendas in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of the draft agendas to Consultant with comments or approval in writing.
 - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft agendas and resubmit one copy of the agendas for Sonoma Water approval.
 - ii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final agendas to Sonoma Water.
- g. Prepare and distribute meeting minutes.

Deliverable	Due Date
Draft Addendum for ALWSZ	Within 4 months after completion of model updates in Task 2A
Final Addendum for ALWSZ	Within 14 calendar days of Sonoma Water's approval of draft
Draft Agendas	Within 7 calendar days prior to each meeting
Final Agendas	At each meeting
Meeting Minutes	Within 7 calendar days after each meeting

- 1.6. Task 3: Develop Guidance for Future Model Use, Maintenance, and Updates
 - a. Develop tools and procedures to guide future use, maintenance, and update of the hydraulic models, including:
 - i. Database to track status of planned future developments or growth potential by parcel.
 - ii. Approach for updating existing model loads and network changes on an annual or bi-annual basis.
 - b. Develop guidelines for model reviews and updates:
 - i. Contents. Prepare written guidelines for model review and updates (Guidelines) that include, but are not limited to, the items below.
 - a) Table of Contents.
 - b) Description of how to determine when a proposed development warrants additional modeling.
 - c) Description of how to identify parcels contributing to existing deficiencies or proposed capacity improvement projects.
 - d) Approach for updating existing model loads and network changes on an annual or bi-annual basis.
 - e) Other information developed as part of the work under this task as requested by Sonoma Water.

- ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare Guidelines in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of draft Guidelines to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise draft Guidelines and resubmit one copy of Guidelines for Sonoma Water approval.
- iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit final approved Guidelines to Sonoma Water in accordance with the date listed for this deliverable.
- c. Conduct up to four half-day training sessions at Sonoma Water on InfoWorks™ ICM Viewer and other guidelines developed under this task.
- d. Provide Training Agenda and Materials.
 - i. Contents. Prepare agenda and materials for InfoWorks™ ICM Viewer and model guidelines training that include, but are not limited to, the items below:
 - a) Description of the items to be addressed in each training session in the form of PowerPoint slides.
 - a) Relevant parts of the Guidelines developed under Task 3, as related to the topics of each training session.
 - ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare the training agenda and materials in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of the draft training agenda and materials to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft training agenda and materials and resubmit one electronic copy of the training materials and curriculum for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved training agenda and materials to Sonoma Water in accordance with the date listed for this deliverable.
- e. Provide attendance rosters for trainings.

Deliverable	Due Date
Database	TBD
Draft Guidelines	Within 4 months after completion of Capacity Assessment Report Addendum in Tasks 2A and 2B

Deliverable	Due Date
Final Guidelines	Within 14 calendar days of Sonoma Water's approval of draft
Draft training agenda and materials	7 calendar days prior to each training session
Final training agenda and materials	At each session
Training	TBD
Attendance rosters for trainings	No later than 10 calendar days after completion of trainings

1.7. Task 4: On-Call Modeling Services

- a. Provide modeling services for development reviews, design support, operational analyses, or additional model updates as requested by Sonoma Water, including volume of sanitary sewer overflows (SSOs) in RRCSD during the 2017 and 2019 flood events. Include additional modeling required based on updates or changes to the development assumptions provided by Sonoma Water under Paragraphs 1.1.a and 1.2.a.
- b. Prepare a summary of results (Summary) for each request in a technical memorandum.
 - i. Contents. Prepare a Summary that includes, but is not limited to, the items below:
 - a) Table of Contents.
 - b) Description of the purpose of the modeling analysis, relevant data and methodology used, and model results in the form of tables, thematic maps, or model profiles.
 - c) Other information as requested by Sonoma Water.
 - ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare the Summary in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of the draft Summary to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft Summary and resubmit one electronic copy of the Summary for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved Summary to Sonoma Water in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Summary	TBD
Final Summary	TBD

1.8. Task 5: Update SSMPs

- a. Prepare 2021 updated SSMPs for the eight Districts and Zones operated by Sonoma Water. Sonoma Water will provide the information needed for the updates and the native files for the current SSMP documents.
- b. Prepare 2025 updated SSMPs for SVCSD and ALWSZ based on the requirements of the Statewide Waste Discharge Requirements (WDR) General Order for Sanitary Sewer Systems adopted in December 2022. Develop a list of information needed for the updates, to be provided by Sonoma Water. Sonoma Water will provide the Spill Emergency Response Plan (SERP) element for the SSMPs and the 2024 SSMP audit reports for SVCSD and ALWSZ.
- c. Attend up to two meetings with Sonoma Water to obtain and clarify information needed for the SVCSD 2025 SSMP Update.
- d. Update the SSMPs:
 - i. Contents. Prepare updated SSMPs for the Districts and Zones that include, but are not limited to, the items below.
 - a) Table of Contents.
 - b) Changes in organizational structures or procedures implemented since the last SSMP updates and an update of the table of performance indicators.
 - c) Other information developed as part of the work under this task as requested by Sonoma Water.
 - d) Reformat SSMPs as single documents with appropriate appendices.
 - e) Prepare 2020 biennial audit reports for each District and Zone.
 - ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare each SSMP in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of each draft SSMP to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise each draft SSMP and resubmit one copy of each SSMP for Sonoma Water approval.
 - c) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit each final approved SSMP to Sonoma Water in accordance with the date listed for this deliverable.
- e. Prepare updated SERP for Sonoma Water's wastewater districts (except South Park County Sanitation District) for compliance with the adopted 2022 WDR. A single document will be prepared applying to wastewater service areas for which Sonoma Water is responsible for sanitary sewer overflow (SSO) response.
 - i. Participate in a virtual kickoff meeting for SERP Update task, including preparing agenda and meeting minutes.

- ii. Review existing Overflow Emergency Response Plan and request/review additional related documents (e.g., sample of up to five representative SSO documentation files). Based on this review, prepare a summary memorandum on SSO record-keeping, including list of potential SERP form revisions/needs.
- iii. Prepare an SSO response questionnaire for Sonoma Water emergency response field staff to complete to provide information on current overflow response procedures. Sonoma Water will be responsible for administering and returning completed and scanned questionnaires.
- iv. Prepare for and facilitate up to five (5) interview meetings (up to 1-1/2 hours each, to be held via MS Teams or other similar virtual meeting format) with Sonoma Water staff (Water Desk staff, senior managers, emergency response field crews, field sampling group, public information staff) to confirm current policies and procedures for emergency response. Prepare agenda and meeting notes. Sonoma Water will be responsible for coordinating and scheduling interview meetings.
- v. Prepare for and facilitate a “Findings Meeting” via virtual meeting format with Sonoma Water staff to discuss updates needed to the SERP.
- vi. Prepare and submit updated SERP to Sonoma Water for review and approval:
 - a) First Draft: Prepare SERP in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return a single copy of draft SERP to Consultant with Sonoma Water comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise draft SERP and resubmit one copy of revised draft SERP for Sonoma Water approval.
 - c) Final: Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit final approved SERP to Sonoma Water in accordance with the date listed for this deliverable. Sonoma Water will be responsible for certifying final document and updating SSMP change log and SSMP Element 6. The SERP must be approved, certified, and implemented by Sonoma Water no later than the effective date of the revised WDR. Note that training on the updated SERP or emergency response requirements are not included in this scope of work.

Deliverable	Due Date
Draft SSMPs (2021)	Within 8 weeks after receipt from Sonoma Water the information needed for the SSMP updates
Final SSMPs (2021)	Within 14 calendar days of Sonoma Water’s approval of draft.

Deliverable	Due Date
Draft 2025 SSMPs	Within 8 weeks after receipt from Sonoma Water the information needed for the SSMP update
Final 2025 SSMPs	Within 14 calendar days of Sonoma Water's approval of draft.
Summary memorandum on SSO record keeping	Within 4 weeks of receipt from Sonoma Water the information identified in Paragraph 1.8.e.ii
Overflow response questionnaire	Within 1 week after completion of work under Paragraph 1.8.e.ii
Draft SERP	Within 6 weeks after completion of work under Paragraph 1.8.e.v
Final SERP	Within 14 calendar days of Sonoma Water's approval of draft.
Draft Agendas	Within 5 working days prior to each meeting
Final Agendas	At each meeting.
Meeting Notes	Within 7 working days after each meeting.

1.9. Task 6: Project Management and Coordination

- a. Monitor project budget and schedule and administer subcontract(s).
- b. Prepare monthly progress reports.
 - i. Submit one copy to Sonoma Water in accordance with the date listed for this deliverable.
 - ii. Include the following in each monthly progress report:
 - a) A summary of work completed during the monthly billing period, work planned for the following month, status of the project budget and schedule, and identify key decisions made and project issues that need to be resolved.
 - b) Dates and subject of meetings conducted.
 - c) Other information as appropriate or as requested by Sonoma Water.
- c. Attend a kickoff meeting within 30 days of Effective Date.
 - i. Prepare meeting agenda.
 - a) First Draft: Prepare the agenda in draft form and submit to Sonoma Water for review and approval in accordance with the dates listed for this task. Sonoma Water will return one copy of the draft agenda to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft agenda and resubmit one copy of the agenda for Sonoma Water approval.
 - c) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final agenda to Sonoma Water.
- d. Prepare and distribute meeting minutes.

- e. Communicate with Sonoma Water via email and telephone to discuss project status and issues.

Deliverable	Due Date
Monthly Progress Report	Monthly with invoices
Draft Agenda	Within 7 calendar days prior to each meeting
Final Agenda	At each meeting
Meeting Minutes	Within 7 calendar days after meeting

2. DELIVERABLES

- 2.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Sonoma Water.
- 2.2. Comply with requirements of Article 11 (Content Online Accessibility).
- 2.3. Include Agreement title and TW 18/19-110C on first page or cover of each deliverable, except SSMPs.

Exhibit B

Schedule of Costs

PERSONNEL				
Title	2019 Hourly Rates	2020 Hourly Rates	2023 Hourly Rates (Second Amended and Restated Agreement)	2025 Hourly Rates (effective upon effective date of Third Amended and Restated Agreement): through December 31, 2025.
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	\$162	\$167	\$200	\$215
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	\$187	\$193	\$225	\$240
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	\$212	\$218	\$250	\$265
Project Engineer 1 (PE1) Project Specialist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	\$221	\$228	\$265	\$280
Project Engineer 2 (PE2) Project Specialist 2 (PS2) Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (TS2)	\$236	\$243	\$280	\$295
Project Manager 1 (PM1) Technical Manager 1 (TM1)	\$251	\$259	\$300	\$320
Project Manager 2 (PM2) Technical Manager 2 (TM2)	\$266	\$274	\$315	\$335
Senior Project Manager (SPM) Senior Technical Manager (STM)	\$282	\$290	\$335	\$355
Senior Technical Leader (STL) Senior Delivery Leader (SDL)	\$310	\$319	\$345	\$365
Principal-in-Charge (PIC)	--	--	--	\$370

Senior Practice Leader (SPL) Strategic Business Unit Leader (SBUL)	\$320	\$330	\$350	\$385
Designer 1 (D1)	\$125	\$129	\$150	\$160
Designer 2 (D2)	\$155	\$160	\$180	\$190
Designer 3 (D3) Senior Software Developer (SSD)	\$160	\$165	\$190	\$240
Senior Designer (SD)	\$165	\$170	\$250	\$270
Project Assistant (PA)	\$110	\$113	\$130	\$155
Marketing Assistant (MA) Graphic Artist (GA)	\$118	\$122	\$150	\$170
Senior Accountant (SA) Senior Project Assistant Billing Manager (BM)	\$129	\$133	\$155	\$200
Marketing Manager (MM) Graphics Manager (GM)	\$149	\$153	\$155	\$200
EXPENSES				
Item		Cost		
Subconsultant: Brelje & Race Consulting Engineers		at cost, + 10% of subconsultant labor cost		
Subconsultant: Causey Consulting		at cost, + 10% of subconsultant labor cost		
Copies		\$0.10 per page		
Postage		at cost		
Overnight mail		at cost		
Mileage for personal car		Current IRS rate		
Rental car (compact or midsize)		At cost		
Airfare		At cost		
Lodging/meals		Not to exceed \$250 per day		
Incidental travel expenses (including shuttle, taxi or public transportation services, tolls, parking)		Not to exceed \$75 per day		

Exhibit C

Estimated Budget for Scope of Work (Original Agreement and First Amended and Restated Agreement)

Tasks	Woodard & Curran Labor							Other Direct Costs ²	Subcon- sultant ³	TOTAL
	PIC/Tech. Review	Project Manager	Tech. Support	Tech. Support	Senior Tech. Support	Admin.	Labor Total ¹			
Billing classification>>	STPL	SPM	PM1	E1	STPL	PA	Hours (\$)	(\$)	(\$)	(\$)
Task 1: Update Existing Hydraulic Models										
Update/expand networks		16	24	80			120 \$ 23,848	\$ -	\$ -	\$ 23,850
Update existing loads		16	24	60			100 \$ 20,560	\$ -	\$ -	\$ 20,560
Update future loads	4	24	40	40			108 \$ 24,896	\$ -	\$ -	\$ 24,900
Review flow data; adjust calibration	8	24	32	40			104 \$ 24,116	\$ -	\$ -	\$ 24,120
Meetings	8	12					20 \$ 5,952	\$ 300	\$ -	\$ 6,250
Prepare TM	4	16	32	24			76 \$ 18,202	\$ -	\$ -	\$ 18,200
Subtotal Task 1	24	108	152	244	0	0	528 \$ 117,575	\$ 300	\$ -	\$ 117,880
Task 2: Update 2016 Capacity Assessment Reports										
Update capacity deficiencies and projects	2	8	16	24	4		54 \$ 12,381	\$ -	\$ -	\$ 12,380
Conduct design storm sensitivity analyses	4	8	16	24			52 \$ 11,742	\$ -	\$ -	\$ 11,740
Evaluate alternative projects (SVCSD)	2	8	32	24	16		82 \$ 20,349	\$ -	\$ 5,000	\$ 25,350
Meetings	8	12					20 \$ 6,040	\$ 300	\$ -	\$ 6,340
Prepare report addenda	4	8	24	32		8	76 \$ 16,052	\$ -	\$ -	\$ 16,050
Subtotal Task 2	20	44	88	104	20	8	284 \$ 66,563	\$ 300	\$ 5,000	\$ 71,860
Task 3: Guidance for Future Model Use, Maintenance, Updates										
Develop development tracking database	2	8	32				42 \$ 11,235	\$ -	\$ -	\$ 11,240
Develop guidelines	2	16	16				34 \$ 9,422	\$ -	\$ -	\$ 9,420
Develop approach for model updates	2	16	16				34 \$ 9,422	\$ -	\$ -	\$ 9,420
Provide ICM Viewer training and training materials		32	40				72 \$ 19,636	\$ 600	\$ -	\$ 20,240
Subtotal Task 3	6	72	104	0	0	0	182 \$ 49,716	\$ 600	\$ -	\$ 50,320
Task 4: On-Call Modeling Services										
SVCSD	4	32	32	142			210 \$ 42,539	\$ -	\$ 2,500	\$ 45,040
RRCSD	2	8		8			18 \$ 4,297	\$ -	\$ -	\$ 4,300
ALWSZ	2	12	12	48			74 \$ 15,236	\$ -	\$ 2,500	\$ 17,740
Subtotal Task 4	8	52	44	198	0	0	302 \$ 62,072	\$ -	\$ 5,000	\$ 67,080
Task 5: Update SSMPs										
Evaluate data for SECAP for smaller districts	16	24		40			80 \$ 18,208	\$ -	\$ -	\$ 18,210
Update SSMPs	24			48		8	80 \$ 16,579	\$ -	\$ -	\$ 16,580
Subtotal Task 5	40	24	0	88	0	8	160 \$ 34,787	\$ -	\$ -	\$ 34,790
Task 6: Project Management										
Kickoff meeting & communications	8	32					40 \$ 11,849	\$ 300	\$ -	\$ 12,150
Project administration	8	48				36	92 \$ 20,575	\$ -	\$ -	\$ 20,580
Subtotal Task 6	16	80	0	0	0	36	132 \$ 32,424	\$ 300	\$ -	\$ 32,730
TOTAL	114	380	388	634	20	52	1,588 \$ 363,137	\$ 1,500	\$ 10,000	\$ 374,660

Estimated Budget for Scope of Work (Second Amended and Restated Agreement)

Sonoma Water
Sanitary Sewer Hydraulic Modeling

Updated Fee Estimate

Woodard Curran

Tasks	Woodard & Curran Labor							Other Direct Costs ²	Sub-consultant ³	TOTAL
	Gisa	Cathy	Katie/ Kelsey	Staff Engineer	Glenn	Admin.	Labor Total ¹			
Billing classification>>	STPL	STM	PE1	E2	STPL	PA	Hours	(\$)	(\$)	(\$)
2023 Rates>>	\$345	\$335	\$265	\$225	\$345	\$130				
Task 1A: Update Existing SVCSD Hydraulic Model										
Costs as of 4/7/23										\$ 69,299
Update/expand networks							0	\$ -	\$ -	\$ -
Update existing loads							0	\$ -	\$ -	\$ -
Update future loads	4	16	4	40			64	\$ 16,800	\$ -	\$ 16,800
Review flow data; adjust calibration	8	40		40			88	\$ 25,160	\$ -	\$ 25,160
Meetings	4	4	2				10	\$ 3,250	\$ -	\$ 3,250
Prepare TMs	4	24	4	16			48	\$ 14,080	\$ -	\$ 14,080
Subtotal Task 1A	20	84	10	96	0	0	210	\$ 59,290	\$ -	\$ 128,589
Task 1B: Update Existing RRCSD Hydraulic Model										
Costs as of 4/7/23										\$ 20,990
Update/expand networks							0	\$ -	\$ -	\$ -
Update existing loads			8				8	\$ 2,120	\$ -	\$ 2,120
Update future loads	2	4	4	8			18	\$ 4,890	\$ -	\$ 4,890
Review flow data; adjust calibration	4	24					28	\$ 9,420	\$ -	\$ 9,420
Prepare work plan per NPDES permit #6.3.6.2.2							0	\$ -	\$ -	\$ -
Meetings	4	4	2				10	\$ 3,250	\$ -	\$ 3,250
Prepare TMs	4	16	4	8			32	\$ 9,600	\$ -	\$ 9,600
Subtotal Task 1B	14	48	18	16	0	0	96	\$ 29,280	\$ -	\$ 50,270
Task 1C: Update Existing ALWSZ Hydraulic Model										
Costs as of 4/7/23										\$ 77,227
Update/expand networks							0	\$ -	\$ -	\$ -
Update existing loads							0	\$ -	\$ -	\$ -
Update future loads							0	\$ -	\$ -	\$ -
Review flow data; adjust calibration							0	\$ -	\$ -	\$ -
Meetings	2		2				4	\$ 1,220	\$ -	\$ 1,220
Prepare TMs	4	0	4				8	\$ 2,440	\$ -	\$ 2,440
Subtotal Task 1C	6	0	6	0	0	0	12	\$ 3,660	\$ -	\$ 80,887
Task 2: Update 2016 Capacity Assessment Reports										
Update capacity deficiencies and projects	2	8	16	24	4		54	\$ 14,390	\$ -	\$ 14,390
Conduct design storm sensitivity analyses	4	8	16	24			52	\$ 13,700	\$ -	\$ 13,700
Evaluate alternative projects (SVCSD)	2	12	32	24	16		86	\$ 24,110	\$ 5,000	\$ 29,110
Meetings	8	12					20	\$ 6,780	\$ 300	\$ 7,080
Prepare report addenda	4	10	24	32		8	78	\$ 19,330	\$ -	\$ 19,330
Subtotal Task 2	20	50	88	104	20	8	290	\$ 78,310	\$ 300	\$ 83,610
Task 3: Guidance for Future Model Use, Maintenance, Updates										
Develop development tracking database	2	8	36				46	\$ 12,910	\$ -	\$ 12,910
Develop guidelines	2	16	20				38	\$ 11,350	\$ -	\$ 11,350
Develop approach for model updates	2	16	20				38	\$ 11,350	\$ -	\$ 11,350
Provide ICM Viewer training		32	44				76	\$ 22,380	\$ 600	\$ 22,980
Subtotal Task 3	6	72	120	0	0	0	198	\$ 57,990	\$ 600	\$ 58,590
Task 4: On-Call Modeling Services										
Costs as of 4/7/23										\$ 48,034
SVCSD	4	20	18	108			150	\$ 37,150	\$ -	\$ 39,650
RRCSD	2	6					8	\$ 2,700	\$ -	\$ 2,700
ALWSZ	4	10	10	48			72	\$ 18,180	\$ -	\$ 20,680
Subtotal Task 4	10	36	28	156	0	0	230	\$ 58,030	\$ -	\$ 111,064
Task 5: Update SSMPs										
Costs as of 4/7/23										\$ 53,379
Evaluate data for SECAP for smaller districts							0	\$ -	\$ -	\$ -
Update SSMPs							0	\$ -	\$ -	\$ -
Review new WDR, summarize needed SSMP changes	8		16				24	\$ 7,000	\$ 1,500	\$ 8,500
Prepare updated Spill Emergency Response Plan	8			8		8	24	\$ 5,600	\$ -	\$ 17,100
Subtotal Task 5	16	0	16	8	0	8	48	\$ 12,600	\$ -	\$ 84,579
Task 6: Project Management										
Costs as of 4/7/23										\$ 27,495
Kickoff meeting & communications	24	16	4				44	\$ 14,700	\$ 300	\$ 15,000
Project administration	24					16	40	\$ 10,360	\$ -	\$ 10,360
Optional Additional Services										\$ 24,556
Subtotal Task 6	48	16	4	0	0	16	84	\$ 25,060	\$ 300	\$ 77,411
TOTAL	140	306	290	380	20	32	1,168	\$ 324,220	\$ 1,200	\$ 675,000

- Labor costs include salaries, overhead, and profit based on Woodard & Curran's standard hourly rate schedule at the time the work is performed.
- Other direct costs (ODCs) include mileage, travel, and major reproduction.
- Subconsultant costs include 10% Woodard & Curran markup.

**Estimated Budget for Scope of Work
(Third Amended and Restated Agreement)**

Tasks	Woodard & Curran Labor								Other Direct Costs ²	Sub-consultant ³	TOTAL
	PIC	Gisa	Cathy	Katie	Staff Engineer	QA/QC	Admin.	Labor Total ¹			
Billing classification>>	PIC	SDL	STM	PE2	E1	STPL	PA	Hours	(\$)	(\$)	(\$)
W&C Standard 2025 Rates>>	\$370	\$365	\$355	\$295	\$215	\$365	\$155				
Task 1A: Update Existing SVCSD Hydraulic Model											
Costs as of 11/1/24											\$ 154,349
Update future model loads		2	4	20				26	\$ 8,050	\$ -	\$ 8,050
Update network to 2022/23 loads & parcel subcatchments		2	4	32	8			46	\$ 13,310	\$ -	\$ 13,310
Meetings		2	2	2				6	\$ 2,030	\$ -	\$ 2,030
Subtotal Task 1A	0	6	10	54	8	0	0	78	\$ 23,390	\$ -	\$ 177,739
Task 1B: Update Existing RRCSD Hydraulic Model											
Costs as of 11/1/24											\$ 39,314
Subtotal Task 1B	0	0	0	0	0	0	0	0	\$ -	\$ -	\$ 39,314
Task 1C: Update Existing ALWSZ Hydraulic Model											
Costs as of 11/1/24											\$ 79,778
Update network to 2022/23 loads & parcel subcatchments		2	2	48	16			68	\$ 19,040	\$ -	\$ 19,040
Meetings		2		2				4	\$ 1,320	\$ -	\$ 1,320
Subtotal Task 1C	0	4	2	50	16	0	0	72	\$ 20,360	\$ -	\$ 100,138
Task 2A: Update SVCSD Capacity Analysis and Report											
Costs as of 11/1/24											\$ -
Update capacity deficiencies		8	32	32	8			80	\$ 25,440	\$ -	\$ 25,440
Update capacity improvement projects & costs		4	24	16	24	8		76	\$ 22,780	\$ -	\$ 22,780
Conduct design storm sensitivity analyses		4	8	16				28	\$ 9,020	\$ -	\$ 9,020
Meetings	2	8	8	4				22	\$ 7,680	\$ -	\$ 7,680
Prepare report addenda		8	40	24	16	4	4	96	\$ 29,720	\$ -	\$ 29,720
Subtotal Task 2A	2	32	112	92	48	12	4	302	\$ 94,640	\$ -	\$ 94,640
Task 2B: Update ALWSZ Capacity Analysis and Report											
Costs as of 11/1/24											\$ 1,001
Update capacity deficiencies and projects		6	4	32	8	4		54	\$ 16,230	\$ -	\$ 16,230
Conduct design storm sensitivity analyses		2	4	8				14	\$ 4,510	\$ -	\$ 4,510
Meetings	2	4		4				10	\$ 3,380	\$ -	\$ 3,380
Prepare report addenda		24	4	24	16	4	4	76	\$ 22,780	\$ -	\$ 22,780
Subtotal Task 2B	2	36	12	68	24	8	4	154	\$ 46,900	\$ -	\$ 47,901
Task 3: Guidance for Future Model Use, Maintenance, Updates											
Costs as of 11/1/24											\$ 1,647
Develop development tracking database		2	8	32				42	\$ 13,010	\$ -	\$ 13,010
Develop guidelines		4	16	16				36	\$ 11,860	\$ -	\$ 11,860
Develop approach for model updates		4	16	16				36	\$ 11,860	\$ -	\$ 11,860
Provide ICM Viewer training		8	40	16				64	\$ 21,840	\$ 600	\$ 22,440
Subtotal Task 3	0	18	80	80	0	0	0	178	\$ 58,570	\$ 600	\$ 60,817
Task 4: On-Call Modeling Services											
Costs as of 11/1/24											\$ 105,523
SVCSD		4	24	16	16			60	\$ 18,140	\$ -	\$ 18,140
ALWSZ		4	8	24	24			60	\$ 16,540	\$ -	\$ 16,540
Subtotal Task 4	0	8	32	40	40	0	0	120	\$ 34,680	\$ -	\$ 140,203
Tasks	Woodard & Curran Labor								Other Direct Costs ²	Sub-consultant ³	TOTAL
	PIC	Gisa	Cathy	Katie	Staff Engineer	QA/QC	Admin.	Labor Total ¹			
Billing classification>>	PIC	SDL	STM	PE2	E1	STPL	PA	Hours	(\$)	(\$)	(\$)
W&C Standard 2025 Rates>>	\$370	\$365	\$355	\$295	\$215	\$365	\$155				
Task 5: Update SSMPs											
Costs as of 11/1/24											\$ 61,069
Compile and review information		16		16	16			48	\$ 14,000	\$ -	\$ 14,000
Update SVCSD SSMP (2025)		32		16	16		4	68	\$ 20,460	\$ -	\$ 20,460
Subtotal Task 5	0	48	0	32	32	0	4	116	\$ 34,460	\$ -	\$ 100,529
Task 6: Project Management											
Costs as of 11/1/24											\$ 50,964
Meetings & communication	2	36	24	8				70	\$ 24,760	\$ -	\$ 24,760
Project administration	2	36					24	62	\$ 17,600	\$ -	\$ 17,600
Subtotal Task 6	4	72	24	8	0	0	24	132	\$ 42,360	\$ -	\$ 93,324
Optional Additional Services											\$ 24,556
TOTAL	8	224	272	424	168	20	36	1,152	\$ 355,360	\$ 600	\$ 879,161

Exhibit D

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

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

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. 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 Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- 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 Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
- 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 Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and 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, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. 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 Sonoma Water.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and

- ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
 - d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
- 1.5. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference: TW 18/19-110C.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4, above.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - 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. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is 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.
- 1.7. Policy Obligations
- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.8. Material Breach

- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Consultant, Sonoma Water may deduct from sums due to Consultant any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.