

**Sixth Amended and Restated  
Agreement for Engineering Services for  
Water Transmission System Natural Hazard Mitigation  
(Russian River-Cotati Intertie Crossing at the Russian River)**

This sixth amended and restated agreement (“Sixth Amended and Restated Agreement” or “Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (hereinafter “Sonoma Water”), and **Geosyntec Consultants, Inc.**, a Florida corporation (hereinafter “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 Article 5 (Term of Agreement).

**RECITALS**

- A. Consultant certifies that it is a Florida 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 seismic analysis and design for water supply infrastructure and related services.
- B. Sonoma Water and Consultant first entered into this Agreement on May 24, 2011, with MMI Engineering, Inc. (“MMI”), a Texas corporation, and a subsidiary of Geosyntec Consultants, Inc., in the amount of \$82,100.
- C. Under a letter dated June 25, 2018, and signed by Sonoma Water’s General Manager, this Agreement was assigned to Consultant.
- D. Sonoma Water conducted a hazard assessment of Sonoma Water’s water supply and transmission system which was published in the Phase II Natural Hazard Reliability Assessment, Water Supply and Transmission System for Sonoma County Water Agency, dated July 18, 2008 (NHRA).
- E. On January 8, 2008, Sonoma Water adopted its Local Hazard Mitigation Plan (LHMP) that has been approved by the Federal Emergency Management Agency (FEMA).
- F. The NHRA and LHMP identify Russian River-Cotati Intertie crossing of the Russian River as one of several mitigation projects that could be implemented to reduce the risk of damage to or failure of the water supply and transmission system as a result of potential vulnerabilities to a major seismic event.
- G. FEMA has preliminarily awarded funding to Sonoma Water (contingent upon completion of an environmental analysis) for the Russian River-Cotati Intertie crossing of the Russian River.

- H. The Russian River-Cotati Intertie Crossing at the Russian River Project (Project) will replace a portion of the Russian River-Cotati Intertie pipeline in the vicinity where it crosses the Russian River at the Wohler-Mirabel area near the unincorporated community of Forestville. Consultant will assist Sonoma Water’s design team to identify the location of the tie-in and develop design details so the pipeline is either not subjected to liquefaction-induced lateral spread hazard or can accommodate the expected amount of displacement. A map of the Project site is included in Exhibit D.
- I. The First Amended Agreement extended the term of the Agreement to June 30, 2015, in order to continue the work. There were no changes to the cost or scope of the agreement in the First Amended Agreement.
- J. The Second Amended Agreement, dated May 6, 2014, added \$248,908 to the Agreement (new total of \$331,008) and nine new tasks in support of the original scope of work, and extended the term of the Agreement to June 30, 2016.
- K. The Third Amended Agreement expanded existing tasks, added a new task for assistance during bidding and construction, increased the Agreement amount by \$95,542 for the additional work (new total of \$426,550), and extended the term of the Agreement by two years to June 30, 2018.
- L. The Fourth Amended Agreement added two years to the Agreement at no additional cost to allow Consultant to continue work under the Agreement.
- M. The Fifth Amended Agreement added six months to the Agreement term, at no additional cost to Sonoma Water, to allow time to prepare a Sonoma Water Board of Directors item. The new term end date was December 31, 2020.
- N. This Sixth Amended and Restated Agreement adds \$100,000 and two years to the Agreement term, for a new total cost of \$526,550, and term end of December 31, 2022, respectively, to fund the Construction Assistance Task (Task 7) for the duration of construction, and to allow Consultant to provide as-needed design support during construction.
- O. This Sixth Amended 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:

## A G R E E M E N T

### 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 and Submittals
- c. Exhibit C: Estimated Breakdown of Costs
- d. Exhibit D: Map
- e. Exhibit E: Schedule of Rates
- f. Exhibit F: Insurance Requirements
- g. Exhibit G: Sample FEMA Standard Conditions
- h. Exhibit H: Disadvantaged Business Enterprise (DBE) Guidelines

**3. SCOPE OF SERVICES**

- 3.1 Consultant’s Specified Services.** Consultant shall perform the services described in Exhibit A (hereinafter “Scope of Work”), within the times or by the dates provided for in Exhibit A and pursuant to Article 8.1. 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:

<b>Sonoma Water</b>	<b>Consultant</b>
Project Manager: Steve Koldis Phone: 707-547-1914 Email: Steve.Koldis@scwa.ca.gov  Grant Manager: Joan Hultberg Phone: 707-547-1902 Email: Joan.Hultberg@scwa.ca.gov	Contact: Christopher Hunt 1111 Broadway, 6 <sup>th</sup> Floor Oakland, CA 94607 Phone: 510-285-2748 Email: CHunt@Geosyntec.com
404 Aviation Boulevard Santa Rosa, CA 95403-9019	
<b>Remit invoices to:</b>	<b>Remit payments to:</b>
Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Geosyntec Consultants, Inc. 900 Broken Sound Parkway NW, Suite 200 Boca Raton, Florida 33487-3575

- 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 requirements of 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. Consultant hereby agrees that its work will be performed and its operations conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under 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 5.1; 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.

With respect to performance under this Agreement, Consultant shall employ the following key personnel:

Project Manager	Christopher Hunt
Principal Engineer of Infra Terra, Inc.	Ahmed Nisar
Principal Engineering Geologist of InfraTerra Inc.	Christopher Hitchcock

- 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.

**3.5** Funding Requirements. Consultant shall perform all work hereunder in a manner that will comply, or will allow Sonoma Water to comply with, all "Recipient" requirements in Exhibit G (Sample FEMA Standard Conditions), unless otherwise specifically notified in writing by Sonoma Water. In the event of a conflict between the body of this Agreement and Exhibit G, the provisions in

the body of Exhibit G shall control. Consultant shall provide all documentation necessary to allow Sonoma Water to comply with reporting requirements in Exhibit G at least two weeks prior to the date such reports are due. Reporting requirements include, but are not limited to, quarterly narrative reports and semi-annual DBE reports.

#### **4. PAYMENT**

- 4.1 Method of Payment.** For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:
- a. Consultant shall be paid in accordance with the rates set forth in Exhibit E, provided, however, that total payments to Consultant shall not exceed \$526,550, without the prior written approval of Sonoma Water. Any mark-up shall be included in billed rates.
  - b. Total costs for Tasks 1-6 shall not exceed \$426,550.
  - c. Total costs for Task 7 shall not exceed \$100,000.
- 4.2 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's Project Manager. The bills shall show or include:
- a. Consultant name
  - b. Name of Agreement
  - c. Sonoma Water's Project-Activity Code T0343C001
  - d. Task performed with an itemized description of services rendered by date
  - e. Time in quarter hours devoted to the task
  - f. Hourly rate or rates of the persons performing the task
  - g. Summary of work performed by all subconsultants, as described in Paragraph 14.4.
  - h. Copies of receipts for reimbursable materials/expenses
- 4.3 Cost Tracking.** Consultant has provided an estimated breakdown of costs, included in Exhibit C. Exhibit C will only be used as a tool to monitor progress of work and the project budget. Actual payment will be made as specified in Paragraph 4.1 above.

#### **5. TERM OF AGREEMENT**

- 5.1** The term of this Agreement shall be from May 24, 2011 ("Effective Date") to December 31, 2022, unless terminated earlier in accordance with the provisions of Article 6.

#### **6. TERMINATION**

- 6.1 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.

- 6.2** 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.
- 6.3** 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 materials and work product subject to Paragraph 11.11 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.
- 6.4** 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 expenses 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 times the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.2, 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.
- 6.5** Authority to Terminate. Sonoma Water's right to terminate may be exercised by Sonoma Water's General Manager.

## **7. INDEMNIFICATION**

- 7.1** Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, 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 hereunder, whether or not there is concurrent negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. 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 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 F, which is attached hereto and incorporated herein by this reference. 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 F, which is attached hereto and incorporated herein by this reference.

**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. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by Sonoma Water's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order extra or changed work or waive Agreement requirements, except as authorized pursuant to Resolution No. 04-0547 of the Board of Directors. 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. REPRESENTATIONS OF CONSULTANT**

**11.1** 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 5.1, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 11.2** 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.
- 11.3** DBE Requirements. Consultant agrees that it will exercise good faith efforts to achieve participation of disadvantaged businesses. In particular, when soliciting for subconsultants, Consultant shall, in the selection of any and all subconsultants, subcontractors, and vendors for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the affirmative steps as described in Exhibit H.
- 11.4** 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.
- 11.5** 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.
- 11.6** 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.

- 11.7** 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.
- 11.8** 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.
- 11.9** 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 plans and specifications, 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.
- 11.10** Accessibility Standards.
- a. Consultant shall comply with applicable accessibility standards including, but not limited to, the Americans with Disabilities Act (ADA). Deliverables delivered under this agreement shall adhere to (1) the Section 508 Standards for Electronic and Information Technology Accessibility, 36 C.F.R. §1194, issued under Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)) (the "Section 508 Standards") and the following guidelines:

- Website(s) (if applicable) shall contain clear navigation methods. Pages shall contain identical header links to allow users to easily navigate site in a familiar manner.
- Tables used to display data shall be constructed to allow screen readers to interpret and read the data in logical fashion.
- Context and orientation information shall be provided on each page. Any page shall be read in a way which reveals the site, the location within the site, and a clear method of navigating to different content.
- Images shall have ALT tags containing explanatory text or an empty ALT tag (ALT= " ") to describe graphics. The text for an ALT tag shall describe the content, rather than file name or size.
- Images, especially charts and graphs, that need lengthy explanation not possible in an ALT tag shall use the LONGDESC tag.
- PDF (Portable Document Format) files shall be made accessible by ensuring:
  - (1) The document is a searchable text file, not an image only scan
  - (2) The document's form fields, if any, are accessible (Note: Form fields are an advanced topic outside the scope of this documentation)
  - (3) The document structure is indicated by tags
  - (4) The reading order is clear and easy to follow
  - (5) Descriptive text is available for graphics, links and form fields
  - (6) Navigational aids are available
  - (7) A document language is specified
  - (8) The document uses fonts that allow characters to be extracted by assistive technology
  - (9) The security settings (if any) don't interfere with screen reader
  - (10) Bookmarks are included for documents over 50 pages
- Navigation shall not rely on color.
- If graphics are used for linking, an equivalent text link shall be provided as well.
- Pages shall contain titles identifying page content.
- Navigation design shall not be entirely dependent upon a script (Javascript, Java, etc.). When a script is used to facilitate performance or to create a more friendly user environment, navigation shall still work if the user has turned off Javascript within the browser.
- Documents shall not require a timed response.
- Documents shall not contain flickering content.

- b. If materials submitted for web posting or designed web pages are not ADA accessible, Consultant shall be responsible for remediation and correction at Consultant's own expense. Failure to remediate material identified as non-compliant in a reasonable time period shall be considered a material breach of contract at Sonoma Water's sole discretion.

**11.11 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. PREVAILING WAGES**

**12.1 General.** Consultant shall pay to any worker on the job for whom prevailing wages have been established, including but not limited to all pre-construction activities, such as geotechnical work, including soil testing, drilling and potholing, an amount equal to or more than the general state or federal prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and the general state or federal prevailing rate of per diem wages for holiday and overtime work. If there is a discrepancy or difference between the state prevailing wage rate and the federal wage rate, Consultant shall pay not less than the higher wage rate. The current federal or state wage rate in effect during the applicable pay period over the Agreement term shall be used. Sonoma Water will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Consultant, the Consultant shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

**12.2 State.** The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and

- Sonoma Water to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Sonoma Water and will be made available to any person upon request.
- 12.3** Compliance Monitoring and Registration. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors and subconsultants to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly. Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.
- 12.4** Federal. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the United States Secretary of Labor and Sonoma Water to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at Sonoma Water and will be made available to any person upon request.
- 12.5** Subcontracts. Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general state or federal prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general state or federal prevailing rate of per diem wages for holiday and overtime work fixed in the State and Federal Labor Code. Pursuant to Labor Code Section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the State Labor Code and 29 Code of Federal Regulations (CFR) parts 1, 3, and 5.
- 12.6** Compliance With Law. Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation:
- a. Labor Code Sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

- b. All ruling and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Agreement.

**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 5.1.

**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.

<b>Subconsultant</b>	<b>Services</b>
Fugro William Lettis & Associates	Fault crossing/geotechnical evaluation
Gregg Drilling and Testing	CPT and geotechnical drilling
Black & Veatch	Alternatives Evaluation Workshop
HDR Engineering	Alternatives Evaluation Workshop
Cooper Testing Labs	Geotechnical Testing
Subtronic Corporation	Utility Locator
Robert Chew, Inc.	Drilling and geotechnical materials laboratory analysis

Subconsultant	Services
InfraTerra, Inc.	Construction-related seismic mitigation services, geological services, structural engineering services, and pipeline analysis and design services.

If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.

**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 and paragraph 11.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2 above:

a. Prior to entering into any contract with subconsultant, the Consultant shall obtain Sonoma Water approval of the subconsultant. Sonoma Water’s Board of Directors must approve the selection of any subconsultant if the amount payable to the subconsultant under the agreement exceeds \$25,000. In connection with such approval, Consultant shall provide Sonoma Water with copies of the responses to the Consultant’s Request for Proposals (RFP) to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of the Consultant’s reasons for choosing the recommended subconsultant based upon the criteria in the RFP.

**14.4** Summary of Subconsultants’ Work. No less than quarterly, Consultant shall provide Sonoma Water with a summary of all work performed by all subconsultants during the preceding three months. Such summary shall identify the individuals performing work on behalf of the subconsultants and the total amount paid to the 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 or by U.S. Mail or courier service. 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.

## **16. MISCELLANEOUS PROVISIONS**

- 16.1 Bottled Water.** In accordance with Sonoma County Water Agency 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.** 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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 16.9** Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof. Under no circumstances shall either party be liable for delays beyond their reasonable control, including earthquakes, floods, high waters, or other Acts of God or by strike, lockout, or similar labor disturbances.

/



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 10/11-117F

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative  
Services

Approved as to form:

By: \_\_\_\_\_  
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with  
Sonoma Water

Date/TW Initials: 1/26/21 JC

**Sonoma County Water Agency**

**Geosyntec Consultants, Inc., a Florida corporation**

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
March 23, 2021

By: \_\_\_\_\_  
\_\_\_\_\_  
(Please print name here)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DIR Registration #: 1000016329

**EXHIBIT A**  
**Scope of Work**

**1. GENERAL**

- 1.1** Consultant agrees to perform all obligations described in this Agreement and to furnish all necessary engineering skills, services, labor, supplies, supervision, and material required to perform and complete the Project.
- 1.2** As available, items to be provided by Sonoma Water: (1) Natural Hazard Reliability Assessment and Local Hazard Mitigation Plan; (2) Applicable record drawings of Sonoma Water's existing water supply infrastructure in the Project vicinity, (4) As-built plan and profile drawing, confirmed through potholing, of the pipeline within the project area, (3) Applicable existing geotechnical/geophysical studies and well log data, (4) Applicable groundwater monitoring data; (5) topographic mapping in the vicinity of the Russian River crossing; (6) 2008 color aerial ortho-photography; and (7) copy of FEMA grant application.
- 1.3** General scope: (1) Evaluate Project alternative to design a 48" diameter water supply pipeline crossing the Russian River to withstand liquefaction induced lateral spread effects of a magnitude 7.0 local seismic event on the Rodgers Creek Fault (design event); (2) Identify and perform as-needed sub-surface geotechnical investigations; (3) Conduct a Project Alternatives Evaluation workshop to evaluate various Project Alternatives including the two design concept alternatives identified in Sonoma Water's FEMA funding application; (4) Identify a preferred Alternative; and (5) Provide seismic design support.

**2. ENGINEERING SERVICES**

- 2.1** General:
  - a. Review the Natural Hazard Reliability Assessment Report, Local Hazard Mitigation Plan, and Sonoma Water's FEMA grant in relation to the Russian River Cotati Intertie Crossing at the Russian River.
  - b. Conduct Kickoff Meeting with Sonoma Water to define and clarify Sonoma Water's requirements for the Project and available data.
- 2.2** Geotechnical Investigation:
  - a. Perform geotechnical investigations to obtain necessary geotechnical data along the Project alignment sufficient to provide a basis for evaluating the conceptual Project alternatives, including alternative construction methods (trenchless and open trench). Such investigation shall include Cone Penetration Tests (CPT) and soil borings as appropriate. Obtain and comply with all necessary County drilling permits required to perform the work. Sonoma Water will be responsible for all other environmental permits such as Department of Fish and Games, US Army Corps of Engineers and Regional

Water Quality Control Board. Following any investigation(s) at the Project site, return site to pre-existing conditions, including filling all holes and excavations, and grading and pavement patching as required.

- b. Prepare a geotechnical data report including pertinent data and summary of subsurface conditions encountered.
- c. Update the existing geologic cross section at the location where the pipeline crosses the river.
- d. Provide drilling services for two borings for the fish ladder adjacent to Sonoma Water's river diversion structure and coordinate with Sonoma Water's separate consultant that will be responsible for data collection, logging, sampling, testing and reporting.

### **2.3 Project Alternatives Evaluation Workshop:**

- a. Sonoma Water has described two primary Project Alternatives in its existing FEMA grant application for the Project.
  - (1) The basic design concept of the first primary alternative involves the construction of a pipeline utilizing trenchless methods and completely crossing the Russian River (approx. 600 LF) with a single bore between two points located outside the riparian habitat.
  - (2) The basic concept of the second primary alternative involves open trench methods on either side of the river to construct a new pipeline at a lower elevation than the existing pipeline through the riparian and upland areas adjacent to the river.
- b. Though the grant application preliminarily identified the trenchless installation as the preferred alternative, both of these previously identified Project Alternatives would benefit from further definition and evaluation. Other Project Alternatives may also be potentially viable design concepts.
- c. Based on a review geotechnical data, topographic information, pipeline location and updated geologic cross section evaluate the extent and magnitude of the lateral spread hazard to the pipeline and identify the vulnerable sections of the pipeline.
- d. Conduct a Project Alternatives Evaluation Workshop with Sonoma Water to conceptually evaluate the Project Alternatives in terms of the pros and cons of each alternative through a qualitative assessment of constraints and considerations related to environmental, geotechnical, constructability and costs and use this information to identify a preferred Project Alternative.
- e. Prepare a technical memorandum summarizing the key discussion points during the workshop, pros and cons of various alternatives and the identified preferred alternative.

### **2.4 Meeting Information:**

- a. Kick-Off Meeting: discuss Project objectives, scope, and schedule.

- b. Meeting shall be held at Sonoma Water’s Office, 404 Aviation Boulevard, Santa Rosa, California.

**3. SCHEDULE AND SUBMITTAL OF DOCUMENTS**

- 3.1 Perform services and submit documents to Sonoma Water for review and approval in accordance with the schedule included in Exhibit B.
- 3.2 Electronic media formats:
  - a. For Design Report and Technical Specifications (including all tables, charts, and drawings): provide in electronic media format compatible with Microsoft® Word 2007 and pdf, print-ready format. Ensure that there are no discrepancies between electronic and hard copies.

**4. DESIGN SUPPORT TASKS**

**4.1 Updated Geotechnical Data Report:**

- a. Update the existing draft geotechnical data report dated September 26, 2011 (GDR) to include data from the two recent CPTs (performed in October 2013) and the additional boring to be collected as part of Task 5. Include revised figures showing the additional investigation locations and updated tables with the new data incorporated. (Submit revised GDR as final after completion of Task 4.5.)

<i>Deliverable</i>	<i>Due Date</i>
Revised Draft GDR	21 calendar days after execution of Second Amended Agreement
Revised Final GDR	14 calendar days after completion of Tasks 4.5 boring and associated laboratory testing

- b. Updated GDR: Update the existing draft geotechnical data report dated June 6, 2014 (GDR) to include data from the four CPTs and the two additional borings to be collected as part of Task 4.5. Include revised figures showing the additional investigation locations and updated tables with the new data incorporated. (Submit revised GDR as final after completion of Task 4.5.)

<i>Deliverable</i>	<i>Due Date</i>
Updated Draft GDR under Task 4.1b.	30 calendar days after execution of Third Amended Agreement
Updated Final GDR under Task 4.1b.	14 calendar days after receipt of Sonoma Water comments

**4.2 Updated Geotechnical Report:**

- a. Update and expand existing Draft Geotechnical Evaluation report, dated May 2013, based on the recent CPTs performed in October 2013. Include results

from liquefaction analyses performed using the information from the new CPTs in order to assess the lateral extent of liquefaction and lateral spread hazard on the southeast side of the river. Report shall include a distribution of computed lateral spread displacement along the pipeline alignment at varying distance from the riverbank. This information shall be used in Task 4.3 to recommend appropriate tie-in locations of the new replacement pipeline with the existing pipeline and/or infrastructure northwest and southeast of the river. Report shall include geotechnical parameters such as soil friction, density and soil springs for use in the Task 4.3 pipeline structural analyses.

- b. Submit updated geotechnical report as final. (Note: this report will not include the Task 4.5 boring, as that is anticipated to be performed after the Task 4.3 analyses and will instead be included in the Task 6 technical memorandum.)

<i>Deliverable</i>	<i>Due Date</i>
Revised final Geotechnical Evaluation Report	35 calendar days after execution of Second Amended Agreement

- c. Update and expand existing Draft Geotechnical Evaluation report, dated March 19, 2015, based on additional CPTs and borings performed under Tasks 4.5c. and d. Include results from liquefaction analyses performed using the information from the new CPTs in order to assess the lateral extent of liquefaction and lateral spread hazard on the southeast side of the river. Report shall include a distribution of computed lateral spread displacement along the pipeline alignment at varying distance from the riverbank. This information shall be used in Task 3 to recommend appropriate tie-in locations of the new replacement pipeline with the existing pipeline and/or infrastructure northwest and southeast of the river. Report shall include geotechnical parameters such as soil friction, density and soil springs for use in the Task 4.3 pipeline structural analyses.
- d. Submit updated geotechnical report as final.

<i>Deliverable</i>	<i>Due Date</i>
Updated final Geotechnical Evaluation Report under Tasks 4.2c. and d.	35 calendar days after execution of this Third Amended Agreement

**4.3 Pipeline Analysis and Design Recommendations:**

- a. Perform finite element analysis of the pipeline subjected to lateral spread displacements estimated in Task 4.2. The pipeline shall be modeled using non-linear steel properties and non-linear soil springs and will be subjected to an appropriate lateral spread displacement profile developed in the Geotechnical Report.

- b. Perform analysis to compute pipeline strains and stresses to assist in the final design of the replacement pipeline segments.
- c. Perform multiple analyses to evaluate alternate tie-in locations and elevations, with considerations to the existing pipeline design and the depth of burial for the pipeline. The analysis shall include an assessment of the impact of uncertainty in soil properties and estimated lateral spread displacement and settlement estimates.
- d. Develop recommendations for the design of the pipeline to accommodate lateral spread displacements without failure. (Design recommendations may include use of low friction geotextile, welding recommendations for pipeline joints, trench and backfill details and tie-in locations/details for the existing pipeline. Possible use of hardware such as slip joints may also be considered.
- e. Provide design specifications for elements of the seismic design such as welding requirements or special hardware in CSI '95 format).

<i>Deliverable</i>	<i>Due Date</i>
Design specifications and recommendations	60 calendar days after execution
Seismic design specifications	Submitted with Draft Design Basis Memorandum (Task 4.4)

**4.4 Design Basis Memorandum:**

- a. Prepare a technical memorandum documenting the basis of pipeline seismic design based on results of Task 4.3. Include a discussion on seismic analysis approach, results of the analysis, and the rationale behind the recommended pipeline design including tie-in locations with the existing pipeline.
- b. First Draft: Prepare the memorandum 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 the draft report to Consultant with comments or approval in writing within 21 calendar days.
- c. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit memo for Sonoma Water approval.
- d. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved memo to Sonoma Water.

<i>Deliverable</i>	<i>Due Date</i>
Draft Technical Memo	30 calendar days after Technical Memorandum on Design Recommendations submission (Task 4.3)

<i>Deliverable</i>	<i>Due Date</i>
Final Technical Memo	14 calendar days after Sonoma Water review

**4.5 Additional Geotechnical Investigation:**

- a. Bore to an approximate depth of 80 feet near the currently proposed tie-in of the northern end of the new pipeline south of Collector 5, based on the results of Task 4.4, to support the shoring design for the replacement pipeline.
- b. Collect samples from this boring approximately every 5 feet and send selected samples to the geotechnical testing laboratory (Cooper Testing) for evaluation of moisture content and density, sieve analysis for grain size evaluation, and Atterberg Limits for material characterization. Include boring in the technical memorandum to be developed as part of Task 4.6.
- c. Bore using hollow stem auger drilling method using water as a drilling fluid to an approximate depth of 100 feet, or to practical refusal, near the currently proposed tie-in of the northern end of the new pipeline south of Collector 5, based on the results of Task 4.4, to support the shoring design for the replacement pipeline.
- d. Perform 4 CPTs to a depth of 100 feet, or to practical refusal, providing a continuous soil profile at each location, with material properties calibrated base on published correlations and comparison with visual observations and laboratory test data on samples collected in soil borings.
- e. Tremie grout CPTs and borings per Sonoma County Department of Health requirements.
- f. Collect approximately 22 boring samples, and send selected samples to the geotechnical testing laboratory (Cooper Testing) for evaluation of moisture content and density, sieve analysis for grain size evaluation, and Atterberg Limits for material characterization, and unconfined compression strength testing in the upper fills by the Russian River.

**4.6 Shoring and Dewatering Analysis:**

- a. Perform geotechnical analyses in support of shoring and dewatering requirements for the new pipeline installation. Selection of the system to be included in the plans and specifications described in Task 4.7 below, and shall focus on earth pressures, loads on elements of the shoring system, development of minimum structural section requirements, and internal bracing mechanisms and general line loads. Dewatering analyses and recommendations shall focus on anticipated flows, applicable dewatering systems, recommended cutoff depths, and methods for reducing influx of water around the existing pipeline at the tie-in locations.
- b. First Draft: Prepare the memorandum 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 the draft report to Consultant with comments or approval in writing within 21 calendar days.
- c. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit memo for Sonoma Water approval.
  - d. Final: Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved memo to Sonoma Water.

<i>Deliverable</i>	<i>Due Date</i>
Draft Technical Memo	30 calendar days after completion of Task 4.5 boring and associated laboratory testing.
Final Technical Memo	14 calendar days after Sonoma Water review

**4.7 Shoring Design Plans and Specs:**

- a. Develop drawings and technical specifications for the shoring design based on the recommendations in the preceding reports and memoranda. (Assumption: while criteria for dewatering will be provided and shoring plans will include a cutoff length below the bottom of excavation based on dewatering evaluations, Consultant has assumed that the specific dewatering plan will be a requirement of the contract, prepared and implemented by a dewatering contractor based on the data provided in the geotechnical reports and on the construction drawings.)

A preliminary listing of drawings for the shoring component of the project includes:

<i>Drawing #</i>	<i>Description</i>
1	South Bank Plan & Geotechnical Profile
2	North Bank Plan & Geotechnical Profile
3	Shoring Cross-Sections
4	Shoring Elevations 1
5	Shoring Elevations 2
6	Details

- b. Submit draft drawings and specifications for Sonoma Water review at the 60%, 90% and 99% complete stages. Incorporate Sonoma Water comments as appropriate after each review.
- c. Submit final drawings, stamped and sealed by the professional engineer in responsible charge of the work to Sonoma Water after the 99% review, for inclusion with the bid package. Prepare drawings in AutoCAD in English engineering units. Submit three half-size copies and one electronic (PDF format and AutoCAD) copy for each submittal. Submit three half-size hard



copies, one full-size reproduction ready copy, and one electronic (PDF format) copy of stamped and signed drawings at the final stage.

<i>Deliverable</i>	<i>Due Date</i>
Shoring Design Plans and Specs	60 calendar days after Shoring Analysis submission

**4.8 Meetings:**

- a. Conduct three meetings with Sonoma Water’s design engineers to discuss design details and design options. Meetings shall correspond with (1) submittal of geotechnical report and pipeline analyses; (2) 60% Design Review; and (3) 90% Design Review.

**4.9 Project Management:** Includes general project management activities, including invoicing, scope and budget management.

**5. ASSISTANCE DURING BIDDING AND PRE-CONSTRUCTION**

**5.1 For bidding:**

- a. Answer questions submitted by Sonoma Water (“questions”) during bid advertisement period.
- b. Communicate only through Sonoma Water.
- c. Immediately hand-deliver or email copies of any non-Sonoma Water questions directed to Consultant to Sonoma Water.
- d. Alert Sonoma Water to potential impacts, if any, associated with questions including, but not limited to, impacts on schedule and cost.
- e. Upon request from Sonoma Water, prepare Addenda to clarify, correct, or change the Bidding Documents in accordance with Sonoma Water-provided drafting standards and standard form for Addenda.
- f. If Consultant chooses to prepare Addenda drawings manually, revise electronic files and resubmit to Sonoma Water.

**5.2 For pre-construction:**

- a. Assist Sonoma Water by providing engineering and related services after the receipt of construction bids as requested by Sonoma Water.
- b. Attend preconstruction conference.
- c. Assist Sonoma Water by answering request(s) for information (RFIs), as requested by Sonoma Water.
- d. Submittal Review:
  - Review contractor’s submittals of information and shop drawings for the Project and either mark “No Exceptions Taken,” “Make Corrections Noted,” “Revise and Resubmit,” or “Rejected” on each submittal. Provide

Sonoma Water with a brief written narrative of what is required from the contractor for items the Consultant marks on each submittal response.

- Ensure that copies of submittals reviewed are stamped, dated, and signed by the person performing the review.
  - Review items that have been submitted by the contractor as a substitution or an “approved equal” for specified items. Ensure that each substituted item meets the performance requirements specified in the Project specifications and ensure its compatibility with other components of the operating system (including, but not limited to electrical connections and size). Consult with Sonoma Water’s Project Manager regarding acceptability of the proposed substitution.
  - Upon completion of review, return the submittals with any written narratives to Sonoma Water.
- e. Upon request from Sonoma Water, provide construction spot inspections. Write summary memo of each spot inspection requested and provide to Sonoma Water 2 working days after date of spot inspection.

**6. REVIEW AND COMMENT ON PROPOSED CHANGE ORDER(S), IF ANY. PROVIDE COMMENTS TO SONOMA WATER IN WRITING WITHIN 2 WORKING DAYS AFTER RECEIPT OF THE PROPOSED CHANGE ORDER(S).OPTIONAL TASK**

**6.1 Optional Task 6: Additional Services**

- a. Do not proceed with this task unless requested in writing by Sonoma Water’s Project Manager.
- b. Perform additional services as requested by Sonoma Water to support the design effort which may include modeling, constructability, review, or other services. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.

<i>Deliverable</i>	<i>Due Date</i>
To be determined	To be determined

**7. CONSTRUCTION SUPPORT**

- 7.1** Assist Sonoma Water by reviewing product submittals, work plans, shop drawings and other quality control submittals associated with geotechnical and structural project elements.
- 7.2** Attend remotely via conference call up to 3 construction meetings per month over an estimated 10 month project duration.
- 7.3** Assist Sonoma Water by providing design related construction clarifications and answering request(s) for information (RFIs), as requested by Sonoma Water.

- 7.4** Visit site up to two times by Geosyntec and two times by InfraTerra during construction to investigate design related construction clarifications and Contractor requests.

## EXHIBIT B

### Schedule and Submittals for Tasks 1.1 - 3.2

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
<b>Notice to Proceed</b>	-	upon written notice from Sonoma Water
<b>Kick-off Meeting</b>	-	estimated to be 10 calendar days after notice to proceed
<b>Alternatives Evaluation Workshop</b>	-	within 60 days after Alternatives Evaluation Workshop
	Alternatives Evaluation Workshop Memo (3 hard copies each and 1 electronic print-ready copy each)	Within 14 days after Alternatives Evaluation Workshop

**EXHIBIT C-1**

**Estimated Breakdown of Costs for Original Agreement**

<b>Russian River-Cotati Intertie Russian River Crossing</b>						
<b>Budget Estimate</b>						
Task No.	Task Description	MMI Labor	B&V	HDR	WLA	Total
1	Project Management	\$ 4,008	\$ -	\$ -	\$ -	\$ 4,008
2.1	Data Review	\$ 1,956	\$ -	\$ -	\$ -	\$ 1,956
2.2	Geotechnical/Geological Investigations	\$ 18,922	\$ -	\$ -	\$ 3,036	\$ 21,958
2.3	Alternatives Evaluation Workshop	\$ 16,364	\$ 4,416	\$ 5,078	\$ 3,197	\$ 29,055
3	Meeting	\$ 900	\$ -	\$ -	\$ -	\$ 900
	Total labor	\$ 42,150	\$ 4,416	\$ 5,078	\$ 6,233	\$ 57,877
	MMI ODCs	\$ 24,128				\$ 24,128
	Total labor + ODCs					\$ 82,006

## EXHIBIT C-2

### Estimated Breakdown of Costs for Additional Work Added Under Second and Third Amended Agreements

Task No.	Description	MMI Engineering								InfraTerra			Total
		Principal		Prof.	Sr. Staff	Admin	0.03			Principal	InfraTerra	Total	
		Professional Category	Billing Rate (\$/hr)	\$ 250.00	\$ 164.00	\$ 142.00	\$ 72.00	Principal	\$ 195.00	InfraTerra			
Eng 1	Eng 2	Eng 3	Admin	MMI Total Hours	MMI Total Labor	MMI Comm Fee	MMI Total Expenses	InfraTerra Total Hours	InfraTerra Total Labor	InfraTerra Total Expenses			
4.1	Update Geotechnical Data Report												\$ 5,722.35
<b>4.1a</b>	<b>Second Amended Agreement</b>						\$ 2,744.00	\$ 82.00	\$ 100.00				\$ 2,926.00
<b>4.1b</b>	<b>Third Amended Agreement</b>												\$ 2,796
4.1b	Draft Data Reports	2	5		1	8	\$ 1,392	\$ 42	\$ 133				\$ 1,567
4.1b	Final Data Reports	2	3		1	6	\$ 1,064	\$ 32	\$ 133				\$ 1,229
4.2	Geotechnical Interpretive Reports												\$ 29,244
<b>4.2a,b</b>	<b>Second Amended Agreement</b>						\$ 18,288	\$ 549	\$ 100				\$ 18,937
<b>4.2c,d</b>	<b>Third Amended Agreement</b>	6	38		6	50	\$ 8,164	\$ 245	\$ 67	3	\$ 585		\$ 10,909
4.2c	Geotechnical Analyses	2	25			27	\$ 4,500	\$ 138	\$ 67	3	\$ 585		\$ 5,390
4.2c	Draft Geotechnical Design Reports	2	9		3	14	\$ 2,192	\$ 66	\$ 133	3	\$ 585		\$ 2,976
4.2d	Final Geotechnical Design Reports	2	4		3	9	\$ 1,372	\$ 41	\$ 333	1	\$ 195		\$ 1,941
4.3	Pipeline Analysis and Design Recommendations						\$ 55,220	\$ 1,657					\$ 56,877
<b>4.3</b>	<b>Second Amended Agreement</b>						\$ 55,220	\$ 1,657					\$ 56,877
4.4	Design Basis Memorandum						\$ 8,424	\$ 253					\$ 8,677
<b>4.4</b>	<b>Second Amended Agreement</b>						\$ 8,424	\$ 253					\$ 8,677
4.5	Subsurface Investigation												\$ 45,163
<b>4.5a,b</b>	<b>Second Amended Agreement</b>						\$ 9,200	\$ 276	\$ 11,224				\$ 12,700
4.5a,b	Available Budget (remaining from existing contract)												\$ 20,700
<b>4.5c,d,e,f</b>	<b>Third Amended Agreement</b>												\$ 48,000
<b>4.5c,d,e,f</b>	<b>Third Amended Agreement</b>												\$ 32,463
4.5c,d,e,f	Pre-Field Planning	2	12		3	17	\$ 2,684	\$ 81					\$ 2,765
4.5c,d,e,f	Field Investigation	2	40	11		53	\$ 8,622	\$ 259	\$ 32,368				\$ 41,249
4.5c,d,e,f	Laboratory Testing and Interpretation	2	12	3		17	\$ 2,884	\$ 87	\$ 6,052				\$ 9,033
4.5c,d,e,f	Available Budget (remaining from existing contract)										1300		\$ (20,583)
4.6	Shoring and Dewatering Analysis												\$ 35,751
<b>4.6</b>	<b>Second Amended Agreement</b>						\$ 34,710	\$ 1,041					\$ 35,751
4.7	Shoring Design Plans and Specs												\$ 46,275
<b>4.7</b>	<b>Second Amended Agreement</b>						\$ 41,646	\$ 1,249	\$ 3,380				\$ 46,275
4.8	Meeting Information												\$ 12,365.60
<b>4.8</b>	<b>Second Amended Agreement</b>						\$ 11,520.00	\$ 345.60	\$ 500.00				\$ 12,365.60
4.9	Project Management												\$ 4,400.16
<b>4.9</b>	<b>Second Amended Agreement</b>						\$ 4,272.00	\$ 128.16					\$ 4,400.16
5	Assistance During Bidding and Pre-Construction												\$ 49,975
<b>5</b>	<b>Third Amended Agreement</b>	15	200	45	30		\$ 45,100	\$ 1,353.00		25	\$ 4,875		\$ 49,975
6	Optional Task												\$ 50,000
	<b>Second Amended Agreement</b>												\$ 50,000
	<b>Total Second Amended Agreement</b>												\$ 248,908
	<b>Total Third Amended Agreement</b>												\$ 95,542
	<b>Total Amended Agreements</b>												\$ 344,450
	<b>Original Agreement</b>												\$ 82,100
	<b>Total</b>												\$ 426,550

Breakdown of Task 4.5 MMI Field Expenses			
Task No.	Subcontracted and direct costs	Description	MMI
4.5		8 Days Drilling 2 Days CPTS	\$ 23,500
		NRC Drill Spoils Management (incl 15% markup)	\$ 4,333
		Subtronic (Utility Location) (incl 15% markup)	\$ 1,533
		Cooper Testing Laboratory (incl 15% markup)	\$ 6,052
		Drilling Permits (incl 12% markup)	\$ 1,001
		Direct Costs	Field Vehicles, lodging, field consumables, mileage, etc.
	<b>Total Task 4.5 Field Expenses</b>		<b>\$ 36,420</b>

### EXHIBIT C-3

## Estimated Breakdown of Costs for Additional Work Added Under Sixth Amended Agreement

Russian River Pipeline - Geosyntec/InfraTerra Construction Support Budget

Prepared on December 18, 2020

Estimated Project Duration (months)

10

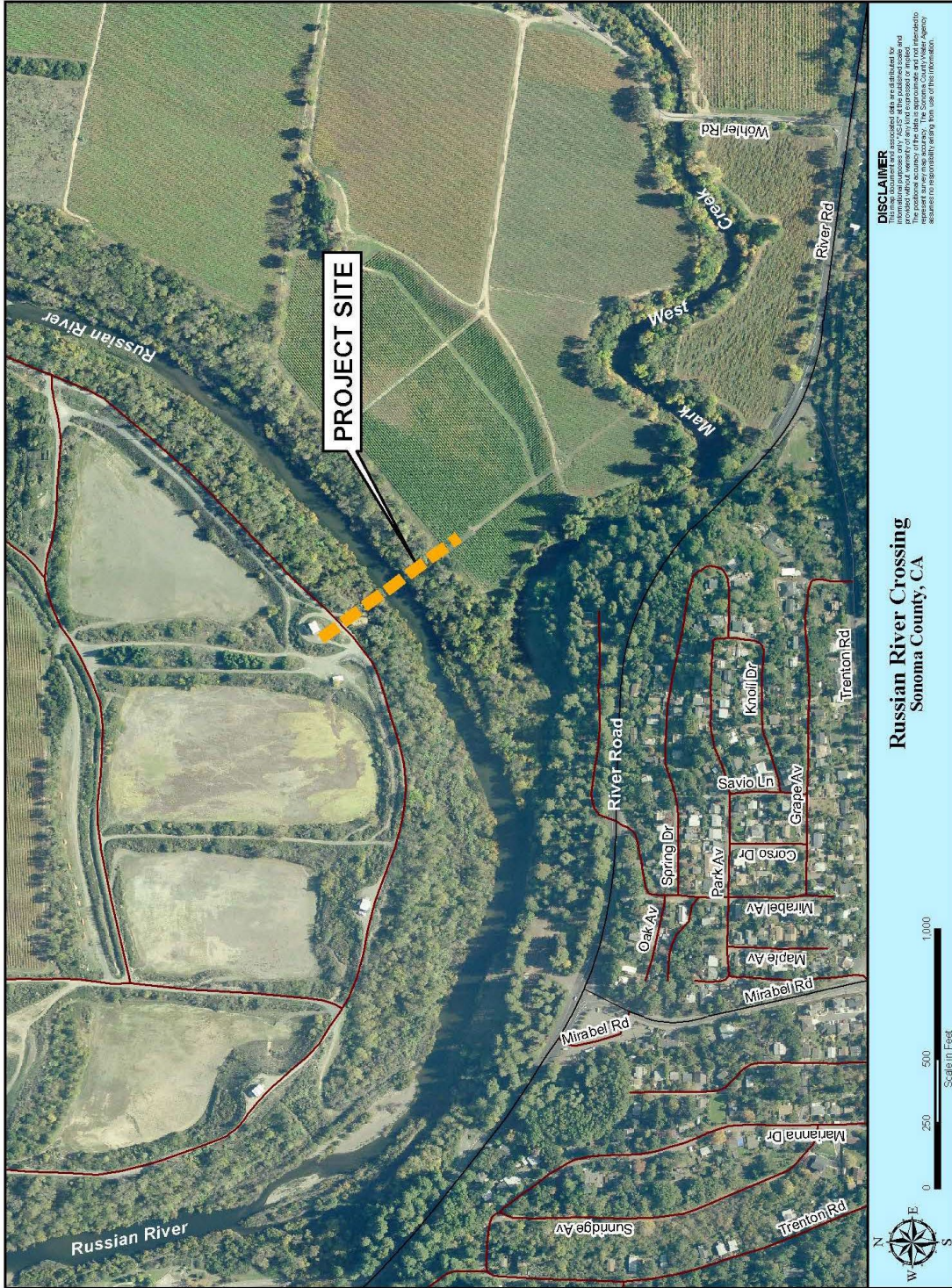
Task Description	Geosyntec Labor				InfraTerra Labor				Other Expenses / Fees			Total
	\$ 268	\$ 200	\$ 74	Subtotal	\$ 235	\$ 185	\$ 80	Subtotal	Tech/Comm		10%	
	Sr. Princ.	Proj. Eng.	Admin		Principal	Sr. Eng.	Admin		Expenses	Fee (3%)		
<b>7.0 Construction Support</b>												
Review Project Submittals <sup>1</sup>	20	40		\$ 13,360	20	40		\$ 12,100	\$ 401	\$ 1,210		\$ 27,071
Construction Meetings <sup>2</sup>	45			\$ 12,060	45			\$ 10,575	\$ 362	\$ 1,058		\$ 24,054
As-Needed Design Support <sup>3</sup>	40	60		\$ 22,720	60	100		\$ 32,600	\$ 500	\$ 682	\$ 3,260	\$ 59,762
Site Visits <sup>4</sup>	16	16		\$ 7,488	16	16		\$ 6,720	\$ 500	\$ 225	\$ 672	\$ 15,605
Project Management	10	10	10	\$ 5,420	10		10	\$ 3,150	\$ 50	\$ 163	\$ 315	\$ 9,098
<b>Total Hours</b>	131	126	10		151	156	10					
<b>Total Labor</b>	\$ 35,108	\$ 25,200	\$ 740	\$ 61,048	\$ 35,485	\$ 28,860	\$ 800	\$ 65,145	\$ 1,050	\$ 1,831	\$ 6,515	\$ 135,589
<b>Remaining Budget from Existing Contract</b>											\$ 36,021	
<b>Additional Budget Request</b>											\$ 99,568	

**Notes:**

- 1) Estimated budget for reviewing product submittals, work plans, shop drawings and other quality control submittals associated with geotechnical and structural project elements.
- 2) Remote (conference call) attendance at up to 3 construction meetings per month (1.5 hours average).
- 3) Allowance for as-needed design support at 4 hours/month for Geosyntec and InfraTerra Principal engineers and 6 hours/month for supporting engineer.
- 4) Assumes 2 site visits each during construction for Geosyntec and InfraTerra Principal engineers and supporting engineers.

# EXHIBIT D

## Map





**EXHIBIT E**  
**Schedule of Rates**

**Geosyntec 2021 Hourly Rates**

Staff Professional	\$135
Senior Staff Professional	\$157
Professional	\$178
Project Professional	\$200
Senior Professional	\$225
Principal	\$245
Senior Principal	\$268
Technician I	\$ 73
Technician II	\$ 78
Senior Technician I	\$ 84
Senior Technician II	\$ 91
Site Manager I	\$102
Site Manager II	\$106
Construction Manager I	\$119
Construction Manager II	\$129
Senior Designer	\$172
Designer	\$144
Senior Drafter/Senior CADD Operator	\$ 132
Drafter/CADD Operator/Artist	\$ 118
Project Administrator	\$ 74
Clerical	\$ 58
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 10%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ .09

### Infraterra 2021 Hourly Rates

<b>PERSONNEL</b>	
<b>Title</b>	<b>Hourly Rates</b>
Principal Engineer/Geologist	\$235
Associate Principal Engineer/Geologist	\$210
Senior Engineer/Geologist	\$185
Project Engineer/Geologist	\$150
Staff Engineer/Geologist	\$130
GIS/CADD/Engineering Drawings	\$130
Graphics and Technical Editing	\$110
Administrative Assistant/Accounting	\$95
Clerical	\$67
Specialized Computer Applications: Specialized engineering and geology software including GIS	\$30
<b>EXPENSES</b>	
<b>Item</b>	<b>Cost</b>
Subconsultant:	
Direct expenses such as permit fees, bridge tolls, shipping costs, reproduction services, hotel lodging, and field supplies during field program	At cost plus 5%
Mileage for personal car	Current IRS rate

## EXHIBIT F

### 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.

#### 1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees.
- b. Workers' Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Coverage:
  - i. Certificate of Insurance
- e. If Consultant currently has no employees, Consultant agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

#### 2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than 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.
- c. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention.
- d. Sonoma County Water Agency shall be additional insured(s) for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to Sonoma Water, *et al.* as additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between Sonoma Water and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Coverage shall apply to 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. Coverage shall apply to hired and non-owned autos.
- d. Required Evidence of Coverage:
  - i. Certificate of Insurance.

### **4. Professional Liability Insurance**

- a. Minimum Limit: \$1,000,000.
- b. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. 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.
- e. Required Evidence of Coverage:
  - i. Certificate of Insurance.

### **5. Contractors Pollution Liability Insurance**

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate.
- b. Consultant shall disclose any deductible or self-insured retention in excess of \$25,000 and such deductible or self-insured retention must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Coverage shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by:
  - (a) renewal of the existing policy;
  - (b) an extended reporting period endorsement; or
  - (c) replacement insurance with a retroactive date no later than the commencement of the work.
- e. Sonoma County Water Agency shall be additional insured(s) for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement. Sonoma Water, et al. shall continue to be additional insureds for (1) year after completion of the work.
- f. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

**6. Standards for Insurance Companies**

Insurers shall have an A.M. Best's rating of at least A:VII.

**7. Documentation**

- a. The Certificate of Insurance must include the following reference: TW 10/11-117.
- b. All required Evidence of Coverage shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Coverage on file with Sonoma Water for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019
- d. Required Evidence of Coverage 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.

**8. Policy Obligations**

Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

**9. Material Breach**

If Consultant fails to maintain insurance coverage 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 coverage, 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.

## EXHIBIT G

### Sample FEMA Standard Conditions

#### Standard Hazard Mitigation Grant Program (HMGP) Conditions

Prepared by FEMA Region IX, Updated February, 2005

The following standard requirements apply to grantees and subgrantees accepting funds from the Federal Emergency Management Agency (FEMA) HMGP:

1. **Applicable Federal, State and Local Laws and Regulations.** The grantee and subgrantee must comply with all applicable Federal, State and Local laws and regulations, regardless of whether they are specifically identified in this list or other project documents.
2. **Standards for Financial Management Systems.** Grantees and subgrantees must maintain financial management systems to account for and track grant funds, in compliance with the Code of Federal Regulations, Title 44 (44 CFR) Section 13.20.
3. **Allowable Costs.** Grant funds may only be used for allowable costs, in compliance with 44 CFR Section 13.22, and in compliance with the approved grant project scope of work and any agreements among the subgrantee, the grantee, and FEMA.
4. **Subgrantee Indirect Costs.** No indirect costs of a subgrantee are separately eligible for HMGP reimbursement, in compliance with 44 CFR Section 206.439(c)(2). Such costs are covered by the Subgrantee Administrative Cost allowance formula provided by 44 CFR Section 206.439(b)(1)(ii).
5. **Matching or Cost Sharing.** Non-federal matching or cost sharing must be in accordance with 44 CFR Section 13.24, the approved grant project scope of work, and any agreements among the subgrantee, the grantee, and FEMA.
6. **Non-Federal Audit.** The grantee and subgrantee are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 44 CFR Section 13.26.
7. **NEPA Reviews for Scope of Work Amendments.** To comply with the National Environmental Policy Act (NEPA), additions or amendments to a HMGP subgrantee statement of work (SOW) shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA compliance for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subgrantee. Any construction activities associated with a SOW change, prior to FEMA approval, may be ineligible for reimbursement or match.
8. **Cost Overruns.** Subgrantees should be referred to the state HMGP administrative plan for project cost overrun regulations. If project costs exceed the approved federal share, the subgrantee must contact the Governor's Authorized Representative. The GAR will evaluate requests for cost overruns. Written determination of cost overrun eligibility in accordance with 44 CFR 206.438(b) shall be submitted by the GAR to the FEMA Regional Director.
9. **Real Property (Land).** If real property (land) is acquired under an HMGP grant, the use and disposition of the property shall be in compliance with 44 CFR Section 13.31 and Section 206.434(d).
10. **Equipment.** If equipment is acquired under an HMGP grant, the use and disposition of the equipment shall be in compliance with 44 CFR Section 13.32.
11. **Supplies.** If there is a residual inventory of unused supplies exceeding \$5,000 in total fair market value upon completion of the HMGP grant, and if the supplies are not needed for any other federally sponsored programs or projects, the grantee or subgrantee shall compensate the awarding agency for its share (44 CFR Section 13.33).

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12. **Copyrights.** In accord with 44 CFR Section 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and
  - (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.
13. **Subawards to debarred and suspended parties.** In accordance with 44 CFR Section 13.35, the grantee and subgrantees must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
14. **Procurement.** Procurement procedures shall be in conformance with 44 CFR Section 13.36.
15. **Monitoring and Reporting Program Performance.** The grantee and subgrantees must submit quarterly progress reports, in accord with 44 CFR Section 13.40 and the State HMGP Administrative Plan.
16. **Retention and Access Requirements for Records.** In accordance with 44 CFR Section 13.42, financial and programmatic records related to expenditure of funds on grant-supported projects shall be maintained at least 3 years following the date the grantee submits its final expenditure report on the project.
17. **Enforcement.** If a grantee or subgrantee materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, FEMA may take one or more of the actions outlined in 44 CFR Section 13.43, including termination of the grant.
18. **Termination for Convenience.** Grant awards may be terminated for convenience through the procedures outlined in 44 CFR Section 13.44.
19. **Discovery of Historic Properties and Cultural Resources.** In accordance with 36 CFR Part 800, in the event a potential historic property or cultural resource is discovered during construction activities, the subgrantee must cease work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovered property/resource. Construction activities in the area of the discovery shall not resume until FEMA concludes consultation with the State Historic Preservation Officer (SHPO) for treatment of the discovery.
20. **Equipment Rates.** Rates claimed for use of applicant-owned equipment that are in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the State to include only those costs attributable to equipment usage less any fixed overhead and/or profit."
21. **Duplication of Funding between PA and HMGP.** It is permissible to use PA and 404 HMGP funds on the same facility/location, but the scopes of work identified under each program must be distinct and the funds accounted for separately. At the time of closeout, FEMA will adjust the funding if necessary to ensure that the subgrantee has been reimbursed for eligible scope from only one funding source.

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**EXHIBIT H**  
**Disadvantaged Business Enterprise (DBE)**  
**Guidelines**

**1. Introduction**

Funding for this project is anticipated to come in part from state or federal funds and therefore may require outreach to disadvantaged business enterprises (DBE) or other special provisions. If, after execution of the Agreement, Consultant proposes to enter into subcontracts with subsequent subconsultants or substitute a subconsultant, the procedural guidelines herein shall be adhered to for DBE compliance. The selected consultant(s) will be required to report actual DBE participation semi-annually to Sonoma Water during project implementation.

Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any subsequent supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability and qualifications.

For the purposes of this provision a Disadvantaged Business Enterprise or DBE means a business enterprise that is owned and controlled by one or more socially and/or economically disadvantaged persons. "Owned and controlled" is specified as a business which is (1) a sole proprietorship legitimately owned by an individual who is a disadvantaged person or (2) a partnership or joint venture controlled by disadvantaged persons and in which at least 51 percent of the voting interest and 51 percent of the beneficial ownership interests legitimately are held by disadvantaged persons. Such persons include individuals who are Women, Black, Hispanic, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. Each DBE solicited and included in the proposal must be certified by the US Environmental Protection Agency, US Small Business Association, US Department of Transportation, or by another state, local, tribal or private entity whose certification criteria match those of the aforementioned federal agencies.

A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture commensurate with its ownership interest.

Any public or private entity receiving state or federal funds must demonstrate that efforts were made to attract DBEs whenever services, supplies, or equipment are procured. The



process to attract DBEs is referred to as the “Good Faith” effort (GFE). This effort requires that the consultant take the steps listed below to assure that DBEs are utilized to the maximum extent practicable. Failure to take these steps and submit the forms identified below may cause Sonoma Water to reject the proposed subconsultant(s).

Consultant must make a concerted and documented effort to solicit quotes from eligible DBEs for procured services, supplies, and equipment. If it is not practical or possible to comply with one or more of the six GFE steps, Consultant must prepare an explanation and submit to Sonoma Water prior to awarding any subcontract.

Attached for Consultant’s use is a solicitation list of potentially qualified DBE firms based on a search of available information from on-line DBE resources. Consultant is encouraged to consider the identified DBEs for possible utilization on this project, as appropriate. The attached DBE list shall not, however, substitute for the Consultant’s obligation to develop a DBE solicitation list as part of its GFE, described below.

## **2. Summary of DBE Requirements**

- Employ the Good Faith Efforts in steps 1 through 6 below
- Complete and submit Form 1 (*Good Faith Efforts Checklist*) and supporting documentation prior to awarding any subcontract
- Complete and submit Form 2 (*DBE Subconsultant Participation Form*) prior to awarding any subcontract

## **3. Demonstration of Good Faith Effort (Six Good Faith Steps)**

The DBE “Good Faith” effort (GFE) consists of the following six steps:

**STEP 1: Divide the total requirements, when economically feasible, into small tasks or quantities to permit maximum participation.** Consider in the scope of work whether portions of the work could be feasibly subcontracted with DBEs. This will include dividing total requirements into smaller tasks or quantities to permit maximum participation by DBEs. Submit documentation that demonstrates the division of work into small proprietary portions (e.g. elements of planning, studies, design, permitting, monitoring, project implementation, etc.)

**STEP 2: Establish delivery schedules, when work requirements permit, that encourage maximum DBE participation.** Make information on solicitation opportunities available to DBEs well in advance of the proposal due date (30 calendar days whenever possible, but not less than 10 days). Where the requirements permit, arrange time frames for contracts and establish delivery schedules in a way that encourages and facilitates participation by DBEs in the competitive process. Submit documentation that includes DBE solicitation notifications and the date thereof.

**STEP 3:** Use the services of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce (DOC) in soliciting qualified DBEs. These agencies offer several services that are generally provided at no cost, including Internet access to databases of DBEs (resources provided in Section 4 below). Utilization of these resources is required. Submit documentation that demonstrates evidence of utilizing these resources.

**STEP 4:** Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

**STEP 5:** Include qualified DBEs on solicitation lists and record the information. Solicitation should be as broad as possible. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. Submit documentation that demonstrates the preparation of a DBE solicitation list.

**STEP 6:** Require the consultant team and subconsultants to implement the steps (1) through (5) above for procuring services, supplies, or equipment.

#### **4. DBE Outreach Resources**

The outreach process identifies DBE firms that may be qualified to submit quotes on subcontracts for the project and then communicates information on the contracting opportunity to them via a phone call, fax, e-mail message or letter.

One of the most important elements of the outreach is producing and retaining documentation of efforts made to contact DBE firms. This is typically done by producing printouts of web pages visited, phone logs of calls made or faxes sent, copies of letters sent via fax, mail or e-mail, and printouts of e-mails sent.

DBE firms can be identified through many sources. Most federal funding sources require the consultant or consultant team to use the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA). State funding agencies that pass through federal funds may recommend other sources of DBE information. These include the California Public Utilities Commission (CPUC) and the California Department of Transportation (CalTrans). All of these organizations post information on their websites to aid in identifying DBE firms.

The web sites in the table below include a list of available sources for expanding the search for eligible DBEs. Note that the SBA and MBDA resources are mandatory resources to be utilized as part of a GFE process. If DBE sources are *not* located, explain why and describe the efforts made.

DBE Resources	Contact Information
<p><b>Small Business Administration (SBA)</b></p> <ol style="list-style-type: none"> <li>1. Go to <a href="http://www.ccr.gov">http://www.ccr.gov</a></li> <li>2. Click on the bullet <b>Dynamic Small Business Search</b></li> <li>3. At the top, click on <b>Quick Market Search</b></li> <li>4. Under <b>NAICS Codes</b> and <b>Keywords</b>, choose either default “Any,” or “All.”</li> <li>5. Under <b>States</b>, scroll down and click on <b>California</b></li> <li>6. Add <b>zip code</b> where work will be done</li> <li>6. Click <b>Search using these criteria</b></li> </ol> <p>Users can use SUB-Net to post subcontracting opportunities free of charge. Small businesses can review this web site to identify opportunities in their areas of expertise.</p> <p>To post an opportunity, in the upper left corner, click on “Post.” Register and log-in. Click on Sub-Net; Click on Enter Solicitation. This requires that you enter your company profile and a DUNs Number. If you do not have a DUNs Number, you must register for one through <a href="http://www.dnb.com/us/duns_update/">http://www.dnb.com/us/duns_update/</a>. It is possible to get a DUNs number free of charge within one business day.</p>	<p>PRO-Net Database <a href="http://www.ccr.gov/">www.ccr.gov/</a></p> <p>Select <b>Dynamic Small Business</b></p> <p><a href="http://dsbs.sba.gov/dsbs/dsp_dsbs.cfm">http://dsbs.sba.gov/dsbs/dsp_dsbs.cfm</a></p> <p>Select “<b>Quick Market Search</b>”</p> <p>Subnet and Bid Notification: <a href="http://web.sba.gov/subnet">http://web.sba.gov/subnet</a></p> <p>For assistance, contact 888-227-2423</p>
<p><b>U.S. Department of Commerce Minority Business Development Agency (MBDA)</b></p> <p>The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help DBE’s. Consultants should contact the centers and provide notices of contracting opportunities. The MBDA website allows you to post an opportunity, much like placing an advertisement in a trade journal. On the website, register and obtain a login and password. Log in; click on “Home;” go to “Business Online Applications;” under “tools and services” click on “Opportunity;” click on your company name; click on “submit new opportunity;” and complete questionnaire. The user should obtain a screen print of the posted opportunity as documentation.</p>	<p><a href="http://www.mbda.gov/">www.mbda.gov/</a></p> <p>Helpdesk at (202) 482-0404, or by e-mail at <a href="mailto:Helpdesk@mbda.gov">Helpdesk@mbda.gov</a></p> <p>(202) 482-0404 (888) 324-1551 or email us at <a href="mailto:help@mbda.gov">help@mbda.gov</a>.</p>
<p><b>California Public Utilities Commission (CPUC)</b></p> <p>CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. The user must search an Excel table for the DBE firm data. The user</p>	<p><a href="http://www.cpuc.ca.gov/static/supplierdiversity">http://www.cpuc.ca.gov/static/supplierdiversity</a></p>

DBE Resources	Contact Information
<p>starts by clicking on <b>Database</b> on the left and then <b>Searchable Supplier Database</b>. The user will need to use NAICS codes (see below for website). The CSV file found on the Database page is easy to use in Excel. The user saves the CSV file to a local directory on the network. Once the user locates the rows of the table with the SIC/NAICS codes, they may choose to delete all other rows and columns. This will leave them with only the information they need and can then be used as a phone log or a mailing list.</p>	
<p><b>California Department of Transportation (CalTrans)</b>  Under DBE at the bottom of the web page, click on <b>Search for a DBE Firm</b>. Then you can either “<b>Click here to access the DBE Query Form</b>” or “<b>Click here to download the DBE Database in Excel</b>” and perform your own queries.  Based on the federal Disadvantaged Business Enterprises (DBE) program, CALTRANS maintains a database and provides directories of minority and woman-owned firms. The user should print the search results page(s) and keep them with the rest of the documentation.</p>	<p><a href="http://www.dot.ca.gov/hq/bep">www.dot.ca.gov/hq/bep</a></p>
<p><b>North American Industry Classification System (NAICS)</b>  Under <b>Downloads Reference Files, Tools</b>, click “<b>For 2007 NAICS</b>” and Download files for NAICS definitions</p>	<p><a href="http://www.census.gov/eos/www/naics/">http://www.census.gov/eos/www/naics/</a></p>
<p><b>U.S. EPA Office of Small, Disadvantaged Business Utilization (OSDBU)</b>  OSDBU’s mission includes “fostering opportunities for partnerships, contracts, subagreements, and grants for small and socioeconomically disadvantaged concerns”. One of the resources to assist prime contractors is a listing of small and disadvantaged businesses (a vendor profile system) registered with OSDBU.  Select “<b>search the OSDBU Registry</b>” and click on the search criteria of interest (ethnicity, size, SIC, etc.)</p>	<p><a href="http://cfpub.epa.gov/sbvp/s/">http://cfpub.epa.gov/sbvp/s/</a>   <a href="http://www.epa.gov/osdbu/">http://www.epa.gov/osdbu/</a></p>
<p><b>Diversity Business</b>  A multi-cultural online resource. Click on <b>Business Leads</b> Enter search information including DBEs at the bottom of the webpage and click <b>search</b>.</p>	<p><a href="http://www.diversitybusiness.com/">www.diversitybusiness.com/</a></p>

## **5. Selected Consultant Responsibilities during Project Implementation**

- Pay subconsultants for satisfactory performance no more than 30 days from receipt of payment from Sonoma Water
- Notify Sonoma Water in writing prior to termination of a DBE subconsultant for convenience
- Employ the GFE steps 1 through 5 above if soliciting a replacement subconsultant after a DBE subconsultant fails to complete work under the subcontract for any reason
- Employ the GFE steps even if Sonoma Water has achieved its DBE goal
- Maintain records documenting compliance with the requirements
- Provide semi-annual reports and a final report on DBE utilization in a format approved by Sonoma Water. Negative reports are also required.

## **6. Performance of DBE Consultant and other DBE Subconsultants/Suppliers**

- A. A DBE performs a commercially useful function when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible with respect to materials and supplies used on the Agreement, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a commercially useful function, evaluate the amount of work subcontracted, industry practices; whether the amount the firm is to be paid under the Agreement is commensurate with the work it is actually performing; and other relevant factors.
- B. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, Agreement, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.
- C. If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a commercially useful function.
- D. Actual payment to subcontractors that are certified DBEs and performing a commercially useful function will be counted as DBE participation. If the prime contractor is a qualified DBE, his/her work is reported and counted. When a DBE participates in a contract, count only the value of the work actually performed by the DBE.
- E. If the materials or supplies are obtained from a DBE manufacturer, 100 % of the cost of the materials or supplies will count toward the DBE participation. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces on the premises the materials, supplies, articles, or equipment required under the Agreement and of the general character described by the specifications.

- F. If the materials or supplies are purchased from a DBE regular dealer, count 60 % of the cost of the materials or supplies toward DBE goals. A regular dealer is a firm that owns, operates or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the Agreement, are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt without owning, operating or maintaining a place of business provided in this section.
- G. If the person both owns and operates distribution equipment for the products, any supplementing of regular dealers' own distribution equipment, shall be by a long-term lease agreement and not an ad hoc or Agreement-by-Agreement basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not regular dealers within the meaning of this section.
- H. Materials or supplies purchased from a DBE, which is neither a manufacturer nor a regular dealer, will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on the job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

## **7. DBE Records**

- A. The Consultant shall maintain records of materials purchased and/or supplied from all subcontracts entered into with certified DBEs. The records shall show the name and business address of each DBE or vendor and the total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work performed by their own forces along with the corresponding dollar value of the work. Consultant shall prepare and submit a DBE utilization report to Sonoma Water's Project Manager semi-annually. Negative reports are also required.
- B. Upon completion of the Agreement, a final report summarizes these records shall be prepared and furnished to Sonoma Water with the final invoice. Failure to provide the summary of DBE payments with the final invoice will result in 25% of the dollar value of the invoice being withheld from payment until the report is submitted. The amount will be returned to the Consultant when a satisfactory final DBE utilization report is submitted to Sonoma Water.

## **8. DBE Certification and Decertification Status**

If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify the Consultant in writing with the date of decertification. If a subconsultant becomes a certified DBE during the life of the Agreement, the subconsultant

shall notify the Consultant in writing with the date of certification. Any changes shall be reported to Sonoma Water's Project Manager within 30 days.

## **9. Enforcement**

If Consultant makes illegal subcontractor substitutions, implements unapproved reductions in subcontract amounts, or materially fails to comply with any of these DBE terms, the same shall be deemed a material breach of this Agreement and Sonoma Water may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold cash payments pending correction of the deficiency by Consultant
- (2) Disallow all or part of the cost of the activity or action not in compliance
- (3) Wholly or partly suspend or terminate the Agreement
- (4) Take other remedies that may be legally available

**FORM 1**  
**Good Faith Efforts Checklist**  
**Disadvantaged Business Enterprise Program (DBE)**

In support of the actions identified in the Table below, the consultant must: Attach this checklist along with supporting documentation for “Yes” answers and an explanation for “No” and “NA” answers.

<b>DBE Checklist</b>		Yes	No	NA <sup>1</sup>
1	Did you solicit proposals or quotes from subconsultants for this project?			
2	Did you review DBE resources (SBA, MBDA, etc.)?			
3	Did you develop a solicitation list of potential qualified DBE firms?			
4	Did you contact DBE’s?			
5	Did you include DBE requirements in solicitations?			
6	Did you solicit proposals from DBE’s?			
7	Did you break down the project, where economically feasible, into smaller components?			
8	Did project components have reasonable delivery schedules?			
9	Did you provide sufficient time to facilitate the submission of DBE proposals?			
10	Did you advertise the solicitation in local papers, or trade associations, or post to DBE websites? If yes, which papers/trade associations/websites?			
11	Did you encourage DBEs to submit proposals as a consortium because of project size?			
12	Did you require subconsultants to apply the good faith efforts?			
13	Were the good faith efforts identified as a “responsiveness/responsible” criterion in the solicitation?			
14	Did DBE firms submit proposals?			
15	Did you select any DBE firms?			
16	Is the subconsultant you selected using any subcontractors?			
17	If yes, did you ensure that the subconsultant implemented DBE procedures			

1. NA - Not Applicable

**Supporting Documentation**

1. Examples of supporting documentation include:

- i. List of DBE firms;
- ii. List of potential sub-contract work elements;
- iii. Evidence of contact with DBE firms (copies of invitations for proposals or quotes, web-site posts, contact letters, faxes and telephone call sheets, etc.);
- iv. Copies of all procurement advertisements; and,
- v. List of all consultants that submitted proposals or quotes. Any confidential information may be redacted from supporting documents.

\_\_\_\_\_  
 Consultant Name

\_\_\_\_\_  
 Project Manager  
 Signature/Date

Contact Phone # \_\_\_\_\_

Email Address \_\_\_\_\_



**FORM 2**  
**Disadvantaged Business Enterprise Program**  
**DBE Subconsultant Participation Form**

PROJECT NAME	PRIME CONSULTANT
PRIME CONSULTANT PROJECT MANAGER	E-MAIL ADDRESS
ADDRESS	
TELEPHONE NO.	FAX NO.

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	CURRENTLY CERTIFIED AS A DBE?

---

Prime Consultant Signature

---

Print Name

# CERTIFICATE OF LIABILITY INSURANCE

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	<b>CONTACT NAME:</b> Carly Underwood <b>PHONE (A/C, No, Ext):</b> 770.552.4225 <b>FAX (A/C, No):</b> 866.550.4082 <b>E-MAIL ADDRESS:</b> carly.underwood@greyling.com														
<b>INSURED</b> Geosyntec Consultants, Inc. 900 Broken Sound Parkway NW, Suite 200 Boca Raton, FL 33487	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : National Union Fire Ins. Co.</td> <td style="text-align: center;">19445</td> </tr> <tr> <td>INSURER B : Aspen American Insurance Company</td> <td style="text-align: center;">43460</td> </tr> <tr> <td>INSURER C : Allied World Assurance Company (U.S.)</td> <td style="text-align: center;">19489</td> </tr> <tr> <td>INSURER D : New Hampshire Ins. Co.</td> <td style="text-align: center;">23841</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Aspen American Insurance Company	43460	INSURER C : Allied World Assurance Company (U.S.)	19489	INSURER D : New Hampshire Ins. Co.	23841	INSURER E :		INSURER F :	
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INSURER E :															
INSURER F :															

**COVERAGES**                      **CERTIFICATE NUMBER: 20-21**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			5268179	04/01/2020	04/01/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000
							MED EXP (Any one person)	\$25,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			4489673 (AOS)	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
A				4489674 (MA)	04/01/2020	04/01/2021	BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			CX005GA20	04/01/2020	04/01/2021	EACH OCCURRENCE	\$2,000,000
							AGGREGATE	\$2,000,000
								\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <span style="float: right;">Y/N</span> <input checked="" type="checkbox"/> N     N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			015893709 (AOS)	04/01/2020	04/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
				015893710 (CA)	04/01/2020	04/01/2021	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
C	Prof Liab (PL)/ Contr. Poll (CPL)			03122723	04/01/2020	04/01/2021	Each Act \$2,000,000 Aggregate \$2,000,000	

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
**Re: Project # MMW596.**  
**Sonoma Water, et al. are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.**  
**The above referenced liability policies with the exception of workers compensation and professional liability are primary & non-contributory where required by written contract.**  
**(See Attached Descriptions)**

CERTIFICATE HOLDER	CANCELLATION
Sonoma County Water Agency 404 Aviation Blvd. Santa Rosa, CA 95403-9019	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 

## DESCRIPTIONS (Continued from Page 1)

Waiver of Subrogation is applicable where required by written contract & allowed by law.

Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than

that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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