

DRAFT Agreement for Russian River Operations and Maintenance Manual Update and Alexander Valley Feasibility Study

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **Environmental Science Associates**, a California corporation ("Consultant"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Consultant represents that it is a duly qualified and licensed engineering firm, experienced in operation and maintenance manual updates and related services.
- B. Sonoma Water needs to assess existing conditions and evaluate enhancement alternatives for the Russian River upstream of the City of Healdsburg. The assessment includes evaluating the existing structures installed by the United States Army Corps of Engineers (USACE) within Russian River Miles 42 to 63 (O&M Reach), evaluating costs and benefits of enhancement alternatives, and outlining the process for updating the existing USACE 1965 Operations and Maintenance Manual (O&M Manual) for this segment of the Russian River.
- C. Sonoma Water will also be conducting a broader feasibility study of the Alexander Valley, including analysis for potential project sites on the main stem and major tributaries in the Russian River between Cloverdale and Healdsburg, as well as enhancements beyond the footprint of the in-channel USACE structures covered by the O&M Manual.
- D. Under this Agreement, Consultant will evaluate the existing conditions and explore enhancement opportunities for the O&M Reach and broader Alexander Valley, and prepare an O&M Reach Alternatives Report, an Alexander Valley Feasibility Study report, and a Geomorphic Management Recommendations Report.
- E. The Sonoma County Board of Supervisors set aside \$5 million from the County discretionary one-time balances to create a Water Security Fund, of which \$1.1 million was allocated for water and natural resource management in the Alexander Valley. Funding for this agreement is partially reimbursed with Water Security Funds.

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

AGREEMENT

1. RECITALS

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

2. **LIST OF EXHIBITS**

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work.
- b. Exhibit B: Schedule of Costs.
- c. Exhibit C: Estimated Budget for Scope of Work.
- d. Exhibit D: Insurance Requirements.

3. **SCOPE OF SERVICES**

3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Consultant
Project Manager: Shiyu Xin 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-524-1164 Email: shiyu.xin@scwa.ca.gov	Contact: James Gregory 575 Market Street, Suite 3700 San Francisco, California 94105 Phone: 510-463-6742 Email: JGregory@esassoc.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Same address as above

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

the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. **PAYMENT**

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$1,203,404.
 - a. Total costs for Tasks 1-11 shall not exceed \$1,183,404.
 - b. Total costs for Optional Task 12, if requested in writing by Sonoma Water, shall not exceed \$20,000.
 - c. No more than \$1,065,063 will be paid until the draft O&M Reach Alternatives Report, the draft Alexander Valley Feasibility Report, and the draft Geomorphic Management Recommendations Report are submitted.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
 - a. Consultant name.
 - b. Agreement title and TW 24/25-081.
 - c. Sonoma Water's Project-Activity Codes:
 - i. O&M Manual Updates: D0064C018.

- ii. Alexander Valley Feasibility Study: W0110D014.
 - d. Task performed with an itemized description of services rendered by date.
 - e. Summary of work performed by subconsultants, as described in Paragraph 14.4.
 - f. Time in quarter hours devoted to the task.
 - g. Hourly rate(s) and title(s) of the person(s) performing the task.
 - h. List of reimbursable materials and expenses.
 - i. Copies of receipts for reimbursable materials and expenses.
- 4.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.
- 4.5. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 4.6. *Taxes Withheld by Sonoma Water:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
 - b. If Consultant does not qualify, as described in Paragraph 4.6.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.6.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

5. **TERM OF AGREEMENT**

5.1. *Term of Agreement:*

- a. This Agreement shall expire on August 31, 2028, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma County Water Agency's General Manager shall have the ability to extend the term of this Agreement for up to two additional years by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and Consultant.

6. **TERMINATION**

- 6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.10 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to

the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, 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 or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to Sonoma County Water Agency's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

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

9. PROSECUTION OF WORK

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

10. EXTRA OR CHANGED WORK

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed

by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water-managed or Sonoma Water-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/> and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.
- 11.3. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.4. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water-managed or Sonoma Water-funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall

have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
- c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.

11.5. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

12. REPRESENTATIONS OF CONSULTANT

12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Consultant becomes debarred, Consultant has the obligation to inform Sonoma Water.

12.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any

withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.

- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.8. *AIDS Discrimination:* Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

- 12.9. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the work, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.
- 12.11. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.
- 12.12. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to Consultant, Consultant and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this

Agreement, Consultant shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which Consultant is required to respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to Sonoma Water. Consultant's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 12.10, Consultant 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.

13. DEMAND FOR ASSURANCE

- 13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

14. ASSIGNMENT AND DELEGATION

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the

performance of the work specified in this Agreement. Approved subconsultants are as follows:

<i>Full Legal Name</i>	<i>Type of Services</i>	<i>Prevailing Wages Apply? Y/N</i>
Montrose Environmental Group, Inc	1. Field data collection, evaluation, and documentation to support updated conditions assessment of USACE structures. 2. Geomorphic data interpretation in support of alternatives development.	N
MGE Engineering, Inc	1. Field visits and reconnaissance to support existing conditions assessment and formulation of alternatives. 2. Conceptual alternatives formulation for any structural solutions included for project alternatives. 3. Engineering feasibility and rough order of magnitude costing for site alternatives with structural solutions. 4. Documentation of field reconnaissance and alternatives analyses.	N

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

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

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

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

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

16. MISCELLANEOUS PROVISIONS

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

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

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

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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 24/25-081

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

Approved as to form:

By: _____
Cory O'Donnell
Chief Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

Environmental Science Associates, a
California corporation

By: _____
Grant Davis
General Manager

Authorized per Sonoma County Water
Agency's Board of Directors Action on
October 21, 2025

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Existing Data and Information

- a. Review existing documentation including the 2010 “Existing Conditions Assessment & Preliminary Maintenance Recommendations for Russian River Channel Improvements” (2010 Existing Conditions Report).
- b. Evaluate Sonoma Water’s O&M Manual, and other relevant studies or reports provided by Sonoma Water. Include analysis of historical data, previous hydrological and geomorphological studies, light detection and ranging (LiDAR), and past maintenance records.
- c. Review Google Earth historical imagery to identify major changes in channel planform and potential areas of concern to support field work planning and inform the development of the conceptual geomorphic model.
- d. Conduct a review meeting with Sonoma Water to present findings from the data review and discuss implications for subsequent tasks, including field data collection planning and conceptual model development. Provide agenda and meeting materials.
- e. Include results from review of existing data and information in the Baseline Conditions Report under Paragraph 1.5.
- f. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft Agenda	7 calendar days prior to review meeting
Final Agenda	At review meeting
Draft Meeting materials	7 calendar days prior to review meeting
Final Meeting Materials	At review meeting

1.2. Task 2: Field Data Collection and Analysis

- a. Conduct a minimum of one field assessment to relocate and evaluate the current condition and functionality of existing channel stabilization structures in the O&M Reach.
- b. Prepare a field data collection plan that includes, but is not limited to, which site will be visited, how Consultant will obtain site permission and access, and types of data collection activities.
 - i. Include up to 15 sites in addition to the sites included in the 2010 Existing Conditions Report where site visits and field data collection will also be conducted to support the Alexander Valley Feasibility Study.

- c. Conduct up to one collection plan meeting with Sonoma Water to discuss and finalize the field data collection plan.
- d. Draft a digital field form to be filled in at each site included in the field data collection plan, including fields for channel roughness estimates to support the modeling and alternatives evaluation. The data shall be in a form that can be exported for use in GIS.
- e. Include key components of the field assessment including, but not limited to, the following:
 - i. Visual inspection and documentation of each structure's condition.
 - ii. Evaluation of structure functionality in relation to current river dynamics.
 - iii. Assessment of adjacent bank stability and erosion patterns.
 - iv. Documentation of vegetation conditions around structures including a field estimate of Manning's roughness.
 - v. Identification of any potential hazards or maintenance needs.
 - vi. GPS location and photo documentation of each structure.
 - vii. Preliminary geomorphic reach breaks.
 - viii. Assessment of areas where structures may have been removed, buried, or significantly altered since the previous assessment.
- f. Conduct a findings meeting with Sonoma Water to discuss key findings and implications for the subsequent analyses. Provide agenda and meeting materials.
- g. Include a summary of the field assessment findings including, but not limited to, maps, photos, and tables detailing the condition and functionality of each structure in the Baseline Conditions Report under Paragraph 1.5. Highlight any significant changes observed since the 2010 Existing Conditions Report that will feed into the alternatives analysis.
- h. Compile field data, evaluate for quality control, and compile into a database that will be provided with the Baseline Conditions Report.
- i. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft field data collection plan	4 weeks from Effective Date
Final field data collection plan	2 weeks following Sonoma Water's approval of draft
Draft digital field form	3 weeks prior to field assessment
Final digital field form	1 week following Sonoma Water's approval of draft
Draft Agenda	1 week prior to meetings
Final Agenda	At meetings
Draft meeting materials	1 week prior to meetings
Final meeting materials	At meetings

Deliverable	Due Date
Field data database	With Baseline Conditions report

1.3. Task 3: Geomorphic Conceptual Model

- a. Develop a geomorphic conceptual model to characterize the current state of the Russian River and its evolution since the installation of the channel stabilization structures.
- b. Integrate data from the document review under Paragraph 1.1, the field assessment from Paragraph 1.2, and any additional analyses to serve as a foundation for subsequent hydraulic modeling and alternatives development tasks. The extent of the model shall cover the O&M Reach as well as the main stem and tributaries in the Alexander Valley (Study Area).
- c. Develop a topographic surface difference analysis using the 2013 Countywide LiDAR collected for Sonoma VegMap and the 2023 Countywide United States Geological Survey LiDAR. Use the topographic surface difference to quantify large-scale changes in channel morphology from 2013 to 2022, including areas of significant bank migration, widening, aggradation, or incision. Use the information obtained through review of historical and recent aerial imagery under Paragraph 1.1 to assess and interpret changes in channel planform.
- d. Divide the Study Area into distinct geomorphic reaches based on the analysis and field observations, as well as observed channel dynamics. Overlay the existing structures onto a geomorphic framework to evaluate their existing effectiveness, potential for future impact, and potential need for modification or removal.
- e. Conduct a meeting with Sonoma Water to present preliminary findings from the topographic change and reach break analyses. Provide agenda and meeting materials.
- f. Perform Channel Migration Zone Analysis (CMZ Analysis) for selected areas of the Russian River where the channel is close to infrastructure.
 - i. Map floodplain and secondary channel areas along large meandering rivers that represent past and possible future channel alignments.
 - ii. Delineate selected areas into geomorphic zones: the active channel corridor, potential avulsion and erosion hazard areas, and the channel migration zone, that shows the area where the channel is most likely to erode into the floodplain in the scale of around 100 years, which can support long-term land use planning for either in-situ replacement, in-situ bank protection or removal/realignment of infrastructure within the CMZ.
 - iii. Develop de-trended surfaces based on the LiDAR survey and the hydraulic model that show topographic elevation relative to bankfull water surface elevations.

- g. Conduct a meeting with Sonoma Water to present preliminary findings from the CMZ analysis. Provide agenda and meeting materials.
- h. Incorporate feedback from preliminary results meetings with Sonoma Water into a section in the Baseline Conditions Report under Paragraph 1.5 that summarize the development and findings of the geomorphic analyses, including maps, diagrams, narrative descriptions of observed channel migration trends, and areas of deposition and erosion.
- i. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft Agenda	1 week prior to meetings
Final Agenda	At meetings
Draft meeting materials	1 week prior to meetings
Final meeting materials	At meetings

1.4. Task 4: Baseline Hydrologic and Hydraulic Modeling

- a. Update hydrologic and hydraulic models of the Russian River and tributaries to develop a coupled hydrologic-hydraulic model of the system for pre-project conditions under existing and future climate.
 - i. Use the hydrologic and hydraulic models as the baseline to compare project performance for actions considered under the O&M Analysis and the Alexander Valley Feasibility Study.
- b. Evaluate multiple existing hydrology resources including gage data, FEMA flow-frequency relationships, and existing hydrologic modeling for the system to characterize design event peak flows.
- c. Adapt the Sonoma Water-provided Hydrologic Engineering Center – Hydrologic Modeling System (HEC-HMS) hydrologic model of the system to estimate design flows for baseline and future climate conditions.
 - i. Use climate future design rainfall data and scenario selection guidelines as input to the hydrologic model to develop future conditions design flows.
 - ii. Coordinate with Sonoma Water to select the appropriate combination of future time period, emissions scenario, and climate model distribution statistics to characterize future climate conditions.
- d. Conduct a meeting with Sonoma Water to present preliminary findings of the hydrologic model and climate change analysis. Provide agenda and meeting materials.
- e. Develop a fully two-dimensional (2D) hydraulic model of the study area to evaluate baseline hydraulic conditions over a range of flow scenarios.
 - i. Augment the Sonoma Water-provided 2D Hydrologic Engineering Center – River Analysis System (HEC-RAS) hydraulic model to evaluate a range of

- design flows and characterize water level, shear stress, and velocity under present and future climate.
- ii. Model specific design events including the 50-, 100-year, and 500-year events to support flood risk analysis, as well as more frequent events including the 2-, 5-, and 10-year events, to support analysis of ecological conditions and potential for sediment transport under baseline and alternative conditions. Model domain may be added to capture tributaries using available LiDAR data.
- f. Use the hydraulic model to estimate inundation and water level frequency for the mainstem and tributary channels and floodplains. Use the results of the hydraulic model to identify and compare the effects of potential restoration options.
 - i. Use the shear stress and velocity to evaluate erosion potential and support evaluating potential channel stabilization treatment type, sizing, and extent under the alternatives analysis under Paragraph 1.8 below.
 - ii. Model six design events (2-, 5-, 10-, 50-, 100-, and 500-year) under present and one future climate scenario for a total of 12 scenarios.
- g. Conduct a baseline results meeting with Sonoma Water to discuss results from 12 modeling runs. Provide agenda and meeting materials.
- h. Provide the baseline hydrologic and hydraulic models.
- i. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft Agenda	1 week prior to meetings
Final Agenda	At meetings
Draft meeting materials	1 week prior to meetings
Final meeting materials	At meetings
Draft baseline conditions hydrologic-hydraulic models	Within 14 calendar days after baseline results meeting
Final baseline conditions hydrologic-hydraulic models	Within 28 calendar days of Sonoma Water's approval of draft

1.5. Task 5: Baseline Conditions Report

- a. Prepare a Baseline Conditions Report summarizing the data review, field data collection and existing structure assessment, and the results of the baseline geomorphic, hydraulic and hydrologic models completed under Task 1 through Task 4. The report includes, but is not limited to, the items below.
 - i. Table of Contents.
 - ii. Summary of study results.
 - iii. A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted.
 - iv. Location maps.

- v. Database that includes all field assessment data collected under Task 2.
 - vi. Supporting documentation summarizing information collected in the 2010 Existing Conditions Report and that contributes to the existing structures assessment.
 - vii. Other information to support the study or as requested by Sonoma Water.
- b. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft Baseline Conditions Report	Within 28 calendar days following submittal of models under Task 4
Final Baseline Conditions Report	Within 28 calendar days of Sonoma Water's approval of draft

1.6. Task 6: Alexander Valley Feasibility Study Workshop

- a. Identify key stakeholders to engage, including landowners, local agencies, resource agencies, community organizations, and potential project partners who may be involved in the implementation of actions in the Alexander Valley.
- b. Lead an outreach event (Workshop) to present results to key stakeholders of the baseline conditions assessment and refine the scope of the Alexander Valley Feasibility Study.
- c. Structure the Workshop to include defining goals and develop supporting presentation materials.
- d. Draft a summary of the Workshop outcomes and action items to guide the feasibility study. Include a list of key stakeholders in the Workshop summary.
- e. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft presentation materials	7 calendar days prior to Workshop
Final presentation materials	At Workshop
Draft Workshop summary and action items	7 calendar days after Workshop
Final Workshop summary and action items	Within 7 calendar days of Sonoma Water's approval of draft

- 1.7. Task 7: Initial O&M Manual and Alexander Valley Feasibility Study Alternatives Development
- a. Opportunities and Constraints:
- i. Develop text and slides summarizing opportunities and constraints and a preliminary valley-wide set of potential project sites and opportunities.
 - a) Meet with Sonoma Water to make refinements in advance of identifying and evaluating project sites and actions. Prepare agenda and meeting materials and distribute meeting minutes.
 - ii. Develop a prioritization framework to evaluate potential actions based on project elements and site characteristics for locations identified for the O&M study and Alexander Valley Feasibility Study. The framework shall include specific criteria and metrics informed by the technical analyses under Task 1 through Task 4 (Paragraphs 1.1-1.4) which will enable evaluation of vulnerabilities, risks, and relative performance among the alternatives. Potential criteria in the evaluation may include, but are not limited to, the following:
 - a) Benefits:
 - 1) Flood risk reduction.
 - 2) Bank stabilization.
 - 3) Sediment transport continuity.
 - 4) Ecological uplift.
 - 5) Infiltration and groundwater recharge.
 - 6) Climate change resilience.
 - 7) Combination of multiple benefits.
 - b) Infrastructure protection:
 - 1) Roadways.
 - 2) Agricultural operations.
 - 3) Utilities.
 - c) Construction considerations:
 - 1) Construction cost.
 - 2) Right of way cost.
 - 3) Construction schedule.
 - 4) Design life.
 - d) Regulatory considerations:
 - 1) O&M update process and complexity.
 - 2) Engagement with other regulatory agencies.
 - 3) Permitting likelihood.
 - e) Stakeholder considerations:
 - 1) Impact to local property owners.
 - 2) Public perception.
 - 3) Existing stakeholder groups.
 - 4) Landowner willingness.
 - f) Other criteria as requested by Sonoma Water or to support prioritization framework.

- iii. Develop a weighted scoring system including the criteria above to support prioritizing alternatives and alternative variations. Include the weighted scoring system with the prioritization framework.
- b. Preliminary Alternatives Development:
 - i. Develop three alternatives covering potential management or modification of the USACE structures in the O&M Reach. The alternatives shall include two conceptual alternatives (Alternative 2 and Alternative 3) and a no-action alternative (Alternative 1) in GIS providing the approximate footprint, acreage, and treatment approach. The three preliminary alternatives include:
 - a) Alternative 1 (O&M Reach): maintain current position with no modifications to existing structures.
 - b) Alternative 2 (O&M Reach): maintain current position with modification or restoration of existing structures.
 - c) Alternative 3 (O&M Reach and Alexander Valley): identify opportunities to enhance system performance in the O&M Reach through modification or restoration of existing structures or addition of new structures. Evaluate broader actions to improve flood and sediment processes on the Russian River main stem and tributaries in the Alexander Valley.
 - ii. For the sites in the O&M reach, develop a standardized suite of methods that can be applied on a site-by-site basis for developing the three alternatives which will be analyzed with modeling and scored using the prioritization framework. For the sites in broader Alexander Valley, develop actions to address vulnerabilities due to flood, channel migration, and sediment dynamics.
 - iii. Under Alternative 3, identify potential project sites along the mainstem Russian River and key tributaries by building on the opportunities and constraints analysis, develop a range of potential actions for each site (including channel modifications, floodplain reconnection, nature-based bank stabilization, habitat enhancement, and tributary improvements), create a preliminary list of sites and actions, and meet with Sonoma Water to discuss the findings and evaluation approach. Evaluate up to six additional sub-alternatives, including variations on project elements and different combinations of project elements in the project area.
 - iv. Provide a summary of the alternatives then hold a preliminary meeting with Sonoma Water and key stakeholders to discuss the alternatives. Identify relevant stakeholder groups to engage at this stage, which may include landowners, local agencies, resource agencies, and community organizations. Develop an agenda and meeting materials to facilitate stakeholder input on the draft alternatives, and submit meeting minutes.
 - v. Results of these analyses will be summarized in the Alexander Valley Feasibility Report under Paragraph 1.10.

- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft opportunities and constraints	Within 60 calendar days of Workshop
Final opportunities and constraints	Within 28 calendar days of Sonoma Water's approval of draft
Draft Agenda	1 week prior to meetings
Final Agenda	At meetings
Draft meeting materials	1 week prior to meetings
Final meeting materials	At meetings
Meeting minutes	Within 3 calendar days of meetings
Draft prioritization framework with weighted scoring system	Within 60 calendar days of Workshop
Final prioritization framework with weighted scoring system	Within 28 calendar days of Sonoma Water's approval of draft
Draft GIS layouts of two alternatives showing approximate footprint and treatment approach	Within 90 calendar days of Workshop
Final GIS layouts of two alternatives showing approximate footprint and treatment approach	Within 28 calendar days of Sonoma Water's approval of draft

1.8. Task 8: Alternatives Analysis

a. Hydrologic and Hydraulic modeling:

- i. Model each alternative for the same design events included in the baseline conditions model. Use results to inform refinements to project elements and identify additional project elements to include within the alternatives. Evaluate the performance of each alternative with respect to flood risk reduction, potential for bank stabilization, and enhancements to erosion and deposition issues using the hydraulic model. At a minimum, the floodplain enhancement opportunities considered shall not adversely impact flood risk management.
- ii. For Alternative 1 and Alternative 2: analyze the six current climate and six future climate scenarios developed for the baseline model for a total of 12 hydrologic scenarios per alternative.
- iii. For Alternative 3: analyze the 2-, 10-, 25-, and 100-year events for current climate for each variation and run the other recurrence intervals and future climate for the highest-performing variation, for a total of 36 model runs for Alternative 3.
- iv. Complete the following in the alternatives analysis:
 - a) Identify key areas where interventions can improve flood risk management, sediment dynamics, and habitat conditions.
 - b) Assess the potential effectiveness of proposed actions at each site.

- c) Evaluate cumulative impacts of proposed actions on valley-wide hydraulics and geomorphology.
- v. Conduct an alternatives analysis meeting with Sonoma Water to present findings from the alternatives analysis. Provide agenda and meeting materials.
- b. Geomorphic assessment:
 - i. Assess the effectiveness of the project alternatives from a geomorphic perspective, focusing on issues such as:
 - a) Identifying how potential project actions and footprints are related to the mapped Channel Migration Zones from Paragraph 1.3.
 - b) Identifying whether potential actions will address root causes or work with the prevailing geomorphic reach and site conditions (e.g., rates and locations of bank retreat, bar aggradation etc.) or whether they will be in opposition to them (e.g., require bank hardening or ongoing maintenance).
 - ii. Use a combination of qualitative methods and output from the hydraulic modeling (e.g., comparison of shear stress under existing and project conditions relative to the critical shear stress of bedload and bank materials).
 - iii. Meet with Sonoma Water to present results from the geomorphic assessment. Provide agenda and meeting materials.
- c. Ecological Benefits Assessment:
 - i. Identify opportunities and conceptual approaches to accomplish benefits, including:
 - a) Restoring channel-floodplain connections in suitable locations to increase groundwater recharge and restore floodplain habitat.
 - b) Managing gravel bars and gravel bar vegetation to reduce erosive flows on outside bends, create bare areas where sediment can be mobilized, and create conditions for winter and spring salmonid habitat.
 - c) Identifying areas of future channel migration where there are few constraints, and remove unnecessary impediments to meander migration in areas where this is not in conflict with landowners or infrastructure.
 - d) Improving the function of tributaries to the mainstem with respect to habitat for salmonids.
 - ii. Develop conceptual alternatives for bank stabilization sites as well as other opportunistic locations that are discovered during the geomorphic assessment, or that are identified by stakeholders.
 - iii. For each potential project site and associated actions, complete the following steps:
 - a) Assess potential ecological benefits, including effects on sediment and flow dynamics that may improve: salmonid spawning and rearing

- habitat; riparian corridor function and connectivity; native species diversity; and water quality and temperature.
- b) Evaluate potential impacts on existing habitats and species.
- c) Identify opportunities for multi-benefit projects that address both flood management and ecological enhancement goals.
- iv. Meet with Sonoma Water to present results from the ecological benefits assessment. Provide agenda and meeting materials.
- d. Construction considerations and rough order of magnitude (ROM) costs:
 - i. Estimate rough order of magnitude costs for each project site and alternative. Identify other construction considerations which may include, but not be limited to, equipment, access, disposal, temporary impacts, and mitigation measures to evaluate the pros and cons for each site and treatment under the range of alternatives.
 - ii. For each potential project action under each alternative, complete the following tasks:
 - a) Develop ROM cost estimates for implementation and long-term operation and maintenance.
 - b) Identify potential funding sources and mechanisms.
 - c) Outline regulatory and permitting considerations.
 - d) Assess land ownership and potential easement requirements.
 - e) Identify potential implementation challenges and strategies to address them.
 - iii. Meet with Sonoma Water to present results from the construction considerations assessment. Provide agenda and meeting materials.
 - iv. Summarize the ROM costs and assumptions in the O&M Reach Alternatives Report under Paragraph 1.9 and the Alexander Valley Feasibility Report under Paragraph 1.10.
- e. Regulatory approval pathways:
 - i. Conduct a high-level investigation of regulatory agency involvement and the permitting process and estimated cost for each alternative.
 - ii. Include a section in the O&M Manual and Alexander Valley Feasibility Report describing potential permitting pathways, summarize available information relevant to permitting the alternatives, and identify additional environmental documentation, consultation, permits, and other requirements that will likely be required to permit and implement potential alternatives.
 - iii. Describe the rationale for recommendations and discuss options for acquiring the authorizations, permits, and other regulatory requirements needed for each alternative.
 - iv. Provide cost estimates for completing permits, including application fees.
 - v. Meet with Sonoma Water to present results from the regulatory approval pathways analysis. Provide agenda and meeting materials.

- f. O&M Manual update process:
 - i. Identify and summarize the process to update the USACE O&M Manual based on the alternatives under consideration.
 - ii. Conduct an initial meeting with Sonoma Water and USACE to brief them on the existing site conditions and discuss project alternatives. This meeting will support understanding of the revision or amendment process for updating the manual that would be required to implement an alternative. Provide agenda and meeting materials
 - iii. Incorporate guidance provided by USACE into a detailed summary of the O&M Manual update process and potential pathways under the different alternatives. The summary will include, but not be limited to, discussion of USACE requirements such as deauthorization and 408 Permission Request for updates associated with the alternatives.
 - iv. Include the anticipated degree of complexity in the O&M Manual update process in the scoring for each alternative.
 - v. Incorporate the O&M Manual revision summary into the O&M Reach Alternatives Report under Paragraph 1.9.
- g. Stakeholder considerations:
 - i. Research and evaluate stakeholder considerations that may affect prioritization and scoring for the alternatives. Considerations include, but are not limited to, landowner willingness, existing landowner groups, and other relevant variables.
 - ii. Review existing documentation, such as property records and previous stakeholder engagement reports, to understand the existing stakeholder interests and opportunities in the project area.
- h. Alternatives analysis and scoring:
 - i. Apply the prioritization framework developed in Paragraph 1.7 to evaluate and score the three alternatives developed in this Task 8. Compile all relevant data from previous tasks, including hydraulic modeling results, construction and cost considerations, regulatory approval pathways, insights from the O&M Manual revision process, and stakeholder outreach. For each alternative, evaluate its performance against the criteria established in the prioritization framework.
 - ii. Provide preliminary results from technical analyses in this Task 8 incorporated into a draft round of scoring ahead of a meeting with Sonoma Water. Incorporate feedback on the results and possible options for weighting into a final alternatives score.
 - iii. Document the process and results of weighting the criteria and scoring the alternatives in the River Management Recommendations Report under Task 11, including a narrative explanation of the scoring rationale, discussion of key differentiators between alternatives, and identification of any clear advantages or disadvantages of each alternative.

- i. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft Agenda	1 week prior to meetings
Final Agenda	At meetings
Draft meeting materials	1 week prior to meetings
Final meeting materials	At meetings
Meeting minutes	Within 3 calendar days of meetings
O&M Manual revision process	With O&M Reach Alternatives Report under Task 9
Hydrologic and hydraulic modeling	With O&M Reach Alternatives Report under Task 9 and Alexander Valley Feasibility Report under Task 10
Geomorphic assessment	
Ecological benefits assessment	
Construction considerations and ROM costs assessment	
Regulatory approval pathways	
Stakeholder considerations	
Draft alternatives scoring	Within 250 calendar days of initial alternatives development
Final alternatives scoring	Within 28 calendar days of Sonoma Water's approval of draft

1.9. O&M Reach Alternatives Report

- a. Prepare an O&M Reach Alternatives Report, summarizing the analysis and evaluation of alternatives for the O&M Reach. The report shall include, but not be limited to, the following:
 - i. Table of Contents.
 - ii. Summary of the results of the prioritization framework, alternatives development, ecological benefits, hydraulic modeling results, construction considerations and costs, regulatory approval pathways, O&M Manual revision process, stakeholder considerations and additional outreach, and framework analysis and scoring.
 - iii. Documentation of the meeting and any follow-up consultation with USACE, as well as identification of Alternative 3 elements which would be included in the O&M Manual update.
 - iv. Other information to support the report or as requested by Sonoma Water.
- b. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft O&M Reach Alternatives Report	Within 120 calendar days of final alternatives scoring
Final O&M Reach Alternatives Report	Within 60 calendar days of Sonoma Water's approval of draft

1.10. Alexander Valley Feasibility Report

- a. Prepare an Alexander Valley Feasibility Report that summarizes findings from the Alexander Valley Feasibility Study. The report shall include, but not be limited to, the following:
 - i. Table of Contents.
 - ii. Executive summary.
 - iii. Summary of the project context and goals.
 - iv. Methodology and findings of the opportunities and constraints analysis.
 - v. Descriptions of potential project sites and actions.
 - vi. Results of hydraulic, geomorphic, and ecological analyses.
 - vii. Cost estimates.
 - viii. Implementation considerations including construction considerations and costs, regulatory approval pathways, and stakeholder considerations.
 - ix. Recommendations for prioritizing and phasing projects.
 - x. Outline of next steps for project development.
 - xi. Other information to support the report or as requested by Sonoma Water.
- b. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft Alexander Valley Feasibility Report	Within 120 calendar days of O&M reach alternatives report
Final Alexander Valley Feasibility Report	Within 60 calendar days of Sonoma Water's approval of draft

1.11. River Management Outreach and Recommendations Report

- a. River Management Outreach Event:
 - i. Co-lead an outreach event with Sonoma Water to present the findings from the integrated O&M Alternatives Analysis and Alexander Valley Feasibility Study. Share key recommendations from both studies with stakeholders and gather feedback.
 - ii. Develop presentation materials to communicate technical findings to a mixed audience of stakeholders. The presentation shall include, but not be limited to, the prioritized alternatives for the O&M Reach, potential project opportunities identified in the Alexander Valley Feasibility Study,

results of the technical analyses, and preliminary recommendations for implementation and phasing.

- iii. Document feedback received during the event and draft a summary of discussion points and action items that will inform the River Management Recommendations Report.
- b. Russian River Alexander Valley Reach Geomorphic Management Recommendations Report:
 - i. Develop a five-to-ten-page River Management Recommendations Report that summarizes management and restoration actions throughout the study area, excluding actions that will be incorporated into the future O&M Manual update. The report shall be written with Sonoma Water's Board of Directors as the primary audience, and include, but not be limited to, the following,
 - a) Recommendations that Sonoma Water can present to the Board of Directors for consideration and approval.
 - b) Summary of funding and governance options for advancing potential actions.
 - c) Summary of how the actions can be fed into a programmatic environmental impact report.
 - d) Other information to support the report or as requested by Sonoma Water.
 - ii. Ensure that the report's contents and structure align with the typical requirements of an Engineer's Report to support Sonoma Water with future fee or benefit assessment processes.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft presentation materials	4 weeks from draft feasibility study report
Final presentation materials	14 calendar days prior to presentation
Event summary and action items	2 weeks following outreach event
Draft River Management Recommendations Report	12 weeks from final feasibility report
Final River Management Recommendations Report	Within 60 calendar days of Sonoma Water's approval of draft

- 1.12. Optional Task 12: Additional Services
- a. Do not proceed with this task unless requested in writing by Sonoma Water.
 - b. Perform additional services as requested by Sonoma Water to support the work under this Agreement. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.

Deliverable	Due Date
To be determined	To be determined

2. **DELIVERABLES**

2.1. Review and Acceptance of Deliverables

- a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the deliverable in the applicable task. Sonoma Water will return the draft deliverable to Consultant with comments or approval in writing.
- b. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval.
- c. Final. Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for this deliverable.

2.2. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.

2.3. Comply with requirements of Article 11 (Content Online Accessibility).

2.4. Include Agreement title and TW 24/25-081 on first page or cover of each deliverable.

Exhibit B

Schedule of Costs

PERSONNEL	
Title(s)	Hourly Rate(s)
Senior Principal Consultant 6	\$405
Senior Principal Consultant 5	\$375
Senior Principal Consultant 4	\$344
Senior Principal Consultant 3	\$314
Senior Principal Consultant 2	\$285
Senior Principal Consultant 1	\$258
Principal Consultant 6	\$363
Principal Consultant 5	\$334
Principal Consultant 4	\$305
Principal Consultant 3	\$276
Principal Consultant 2	\$248
Principal Consultant 1	\$218
Managing Consultant 6	\$312
Managing Consultant 5	\$289
Managing Consultant 4	\$266
Managing Consultant 3	\$243
Managing Consultant 2	\$219
Managing Consultant 1	\$197
Senior Consultant 6	\$266
Senior Consultant 5	\$245
Senior Consultant 4	\$223
Senior Consultant 3	\$202
Senior Consultant 2	\$180
Senior Consultant 1	\$163
Associate Consultant 6	\$217
Associate Consultant 5	\$203
Associate Consultant 4	\$189
Associate Consultant 3	\$175

Associate Consultant 2	\$162
Associate Consultant 1	\$147
Consultant 6	\$179
Consultant 5	\$165
Consultant 4	\$152
Consultant 3	\$137
Consultant 2	\$124
Consultant 1	\$110
Project Technician 6	\$190
Project Technician 5	\$167
Project Technician 4	\$146
Project Technician 3	\$125
Project Technician 2	\$103
Project Technician 1	\$80
EXPENSES	
Item	Cost
Subconsultant: Montrose Environmental Group, Inc.	at cost + 10%
Subconsultant: MGE Engineering, Inc.	at cost + 10%
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	current IRS rate
Rental car	daily rate, at cost
Travel Expenses:*	
Tolls.....	At cost
Parking.....	At cost
Meals	At cost not to exceed \$90 per day, alcohol excluded
*Travel Expenses to be pre-approved by Sonoma Water.	

Exhibit C

Estimated Budget for Scope of Work

Task #	Task Name	Amount
1	Task 1 - Review Existing Data and Information	\$ 21,538
2	Draft field data collection plan	\$ 8,668
	Coordination with Montrose	\$ 2,514
	Final plan	\$ 1,948
	Field data form development	\$ 3,728
	ESA field time (USACE O&M reach)	\$ 29,160
	ESA field time (Alexander Valley and tribs)	\$ 22,400
	Coordination with Montrose	\$ 6,144
	Data cleanup, organization, and prep for reporting	\$ 6,252
	Generate database to include with report	\$ 3,216
	PM	\$ 5,432
	Task 2 - Field data collection and analysis	\$ 89,462
3	Topo change computations (2013 to 2021, 2021 to 2023)	\$ 5,064
	Data analysis	\$ 10,608
	Geomorphic reach breaks	\$ 6,732
	CMZ analysis	\$ 51,512
	QC and senior review	\$ 3,072
	Meeting - Topo change results discussion	\$ 1,510
	Meeting - CMZ discussion	\$ 1,510
	PM	\$ 5,944
	Task 3 - Geomorphic conceptual model	\$ 85,952
4	HMS model review and adaptation	\$ 1,352
	Climate change evaluation	\$ 4,056
	Flow frequency analysis	\$ 4,056
	Design flow development	\$ 4,056
	RAS model refinements	\$ 6,760
	Design flow modeling, 6 present day, 6 future	\$ 10,140
	Post processing and analysis	\$ 4,056
	QC and senior review	\$ 12,880
	Meeting - preliminary hydrologic model results	\$ 1,948
	Meeting - preliminary hydraulic model results	\$ 2,972
	PM	\$ 5,944
	Task 4 - Baseline hydrologic and hydraulic modeling	\$ 58,220
5	Task 5 - Baseline conditions report	\$ 42,880
6	Prep meeting with SW	\$ 2,196
	Draft workshop materials	\$ 9,296
	Final workshop materials	\$ 2,196
	Attendance and presentation	\$ 2,196
	Summary of workshop event feedback and action items	\$ 2,122
	PM	\$ 2,196
	Task 6 - Alexander Valley Feasibility Study Workshop	\$ 20,202
7.1	Draft summary of opps/constraints	\$ 27,656
	Meeting - Preliminary opportunities and constraints	\$ 2,196
	Refine and update	\$ 2,634
7.2	Prioritization Framework	
	Draft framework	\$ 11,012
	Meeting - prioritization framework	\$ 1,610
	Revise and finalize framework	\$ 4,244
7.3	Preliminary alternatives development	
	Initial alternatives development ahead of charette (O&M 24 sites x 2 Alts,	\$ 65,876
	Meeting - Alternatives charette	\$ 3,804

7	Refine alternatives ahead of analysis (24 sites x 2 Alts)	\$ 27,928
	Task 7 - Initial O&M and Feasibility Study alternatives development	\$ 146,960
8.1	Alternatives hydraulic modeling	
	Data collection, approach, and prep for SW discussion	\$ 2,962
	Alternatives geometry setup (3 + 6 subalternatives for Alt3)	\$ 4,056
	Alt 1 - 12 hydro scenarios	\$ 4,056
	Alt 2 - 12 hydro scenarios	\$ 5,408
	Alt 3 - O&M and Valley runs 12 hydrologic scenarios, 3 variations	\$ 49,200
	QC and senior review	\$ 11,192
8.2	Geomorphic analyses	\$ 57,984
8.3	Ecological benefits assessment	\$ 42,624
	Meeting - Draft tech analyses	\$ 2,872
8.4	Construction considerations	
	Coordination with MGE	\$ 7,464
	MGE cost (estimated)	
8.5	Regulatory approval pathways	\$ 12,232
8.6	O&M manual revision process	\$ 13,460
8.7	Stakeholder outreach	\$ 7,938
8.8	Framework analysis and scoring	
	Preliminary scoring	\$ 11,994
	Meeting - Preliminary scoring	\$ 2,196
	Scoring and revisions	\$ 3,294
	Montrose engagement	
	Project management (see notes below)	\$ 5,432
8	Task 8 - Alternatives Analysis	\$ 244,364
9	O&M reach alternatives report	
	Draft report	\$ 36,714
	Final report	\$ 13,860
	PM	\$ 5,944
	Task 9 - O&M reach alternatives report	\$ 56,518
10	Draft report	\$ 45,936
	Final report	\$ 16,076
	PM	\$ 5,944
	Task 10 - Feasibility study report	\$ 67,956
11.1	River management outreach event	
	Prep meeting with SW	\$ 2,196
	Draft workshop materials	\$ 10,980
	Final workshop materials	\$ 2,196
	Attendance and presentation	\$ 2,196
	Summary of outreach event feedback and action items	\$ 2,634
11.2	River management recommendations report	
	Draft report	\$ 42,112
	Final report	\$ 18,464
	PM	\$ 2,196
11	Task 11 - River management recommendations	\$ 82,974
	Labor Costs	\$ 917,026
	Technology and Data Management Fee	\$ -
	Non-labor Expenses	\$ 3,698
	Subconsultant Costs	\$ 262,680
	Total Budgeted Costs	\$ 1,183,404

Exhibit D

Insurance Requirements

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

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

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

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

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it

must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance: Certificate of Insurance.

1.3. Automobile Liability Insurance

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

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$2,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water.
- 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 Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

1.5. Standards for Insurance Companies

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

1.6. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 24/25-081.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4 above.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

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

1.8. Material Breach

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