

Sixth Amended and Restated Agreement for Engineering and Design Services for Sonoma and Kohler Creeks Bank Repair Project

This sixth amended agreement (“Sixth Amended Agreement” or “Agreement”) is by and between **Sonoma Valley County Sanitation District** (“District”) and **Prunuske Chatham, Inc.**, 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 1.1.

RECITALS

- A. Consultant represents that it is a duly qualified and licensed engineering and environmental consulting firm, experienced in creek bank repair and related services.
- B. Sonoma County Water Agency operates District under contract with District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of District.
- C. District operates a sewer system in Sonoma Valley. A portion of the sewer pipeline grid runs parallel to Sonoma Creek and crosses Kohler and Sonoma creeks near the confluence of these two channels. Bank and bed erosion have put this portion of the pipe system at risk of damage at three locations.
- D. District and Consultant first entered into this Agreement on December 19, 2018, to identify and analyze, at the concept level, treatments for channel bed and banks including related incidental modifications of the pipe system in the immediate vicinity (Original Agreement).
- E. The First Amended Agreement added an optional task to develop the scope of work for potential future design work and construction support by Consultant, with the actual scope and amount of any future work to be negotiated and agreed upon in writing by District and Consultant at a later date.
- F. The Second Amended Agreement added six months to the term of the Agreement at no additional cost to District for a new term end date of June 30, 2021.
- G. The Third Amended Agreement added tasks for project design to 100% and assistance during bidding and construction, increased the cost by \$298,900, and added two years to the term for a new Agreement total of \$348,900 and term end date of December 31, 2023.
- H. The Fourth Amended Agreement added submittals for design of the expanded bank stabilization area and siphon pipe protection, increased the cost by \$45,080 for a new not-to-exceed total of \$393,980, and extended the Agreement term by two years for a new end date of December 31, 2025.
- I. The Fifth Amended and Restated Agreement added one year to the Agreement term, at no additional cost to District, for a new term end date of December 31, 2026, to allow Consultant additional time to do the work.
- J. This Sixth Amended and Restated Agreement adds one year to the Agreement term and increases the cost \$71,795 with no change to the scope of work for a new Agreement total

of \$465,775 and term end date of December 31, 2027, to allow Consultant additional time to do the work.

- K. 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:

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-1: Scope of Work under Original, First, and Second Amended Agreements.
 - b. Exhibit A-2: Scope of Work under Third, Fourth, Fifth, and Sixth Amended Agreements.
 - c. Exhibit B: Schedule and Submittals.
 - d. Exhibit C: Schedule of Costs.
 - e. Exhibit D: Estimated Budget for Scope of Work.
 - f. Exhibit E: Map.
 - g. Exhibit F: Insurance Requirements.

3. SCOPE OF SERVICES

- 3.1. *Consultant's Specified Services:* Consultant shall perform the services and submit the documents outlined in Exhibit A (Scope of Work) within the times or by the dates provided for in Exhibit B (Schedule and Submittals). In the event of a conflict between the body of this Agreement and Exhibit A or Exhibit B, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with District:* Consultant shall cooperate with District in the performance of all work hereunder. Consultant shall coordinate the work, except assistance during construction, with District's Project Manager. Consultant shall coordinate assistance during construction with District's Construction Management Principal Engineer. Contact information and mailing addresses:

District	Consultant
Project Manager: Greg Guensch Phone: 707-547-1972 Email: Greg.Guensch@scwa.ca.gov	Contact: Lucas Walton 400 Morris Street, Suite G Sebastopol, California 95472

District	Consultant
Construction Management Principal Engineer: Mike West Phone: 707-547-1984 Email: Mike.West@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, California 95403-9019	Phone: 707-824-4601 ext. 130 Email: lwalton@pcz.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, being understood that acceptance of Consultant’s work by District shall not operate as a waiver or release. District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If District determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with District 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 District, 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 District.
- 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 District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District 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 District.

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

<i>Title</i>	<i>Name</i>
Project Manager	Lucas Walton
Principal Planner	Carrie Lukacic
Civil Engineer	Lucas Walton, P.E.
Principal Landscape Architect	Mike Jensen

- d. 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 \$465,775.
 - a. Total costs for Tasks 1-6 in Exhibit A-1 shall not exceed \$50,000.
 - b. Total costs for Tasks 7-13 and 15-17 in Exhibit A-2 shall not exceed \$350,695.
 - c. Total costs for Task 14: Additional Services in Exhibit A-2, if requested in writing by District, shall not exceed \$65,080.
 - d. Total costs shall not be exceeded, regardless of whether it takes Consultant more time to complete or costs more than anticipated.
 - e. No more than \$355,000 will be paid until the 90% design is submitted.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with Exhibit C (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit C. 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 District. The bills shall show or include:
 - a. Consultant name.
 - b. Name of Agreement and TW 18/19-024F.
 - c. District’s Project-Activity Code V0116C001.
 - d. Task performed with an itemized description of services rendered by date.
 - e. Summary of work performed by subconsultants, as described in Paragraph 16.4.
 - f. Time in quarter hours devoted to the task.
 - g. Hourly rate or rates of the persons performing the task.
 - h. List of reimbursable materials and expenses.
 - i. Copies of receipts for reimbursable materials and expenses.

- 4.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit D (Estimated Budget for Scope of Work). Exhibit D will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.1 above.
- 4.5. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by District.
- 4.6. *Taxes Withheld by District:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, the District 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, District 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 District 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 District of any changes in the facts. Forms should be sent to District pursuant to Article 18 (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 District with either a full or partial waiver from the State of California.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

- 5.1. *Term of Agreement:* This Agreement shall expire on December 31, 2027, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. District shall have one option to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article and of the first extension option.
Commencement of Work: Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. **TERMINATION**

- 6.1. *Authority to Terminate:* District'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, District 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, District 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 District 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 13.11 and shall submit to District 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 District, 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 District terminates the Agreement for cause pursuant to Paragraph 6.3, District shall deduct from such amounts the amount of damage, if any, sustained by District 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 Valley County Sanitation District and Sonoma County Water Agency, and to defend, indemnify, hold harmless, and release Sonoma Valley County Sanitation District and 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 Sonoma Valley County Sanitation District or Sonoma County Water Agency's part, but, to the extent required by law, excluding liability due to Sonoma Valley County Sanitation District or 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 F (Insurance Requirements).

9. PROSECUTION OF WORK

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

10. EXTRA OR CHANGED WORK

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that District 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 District.

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* District 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 District managed or District funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and District's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with District staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with District's Web Site Accessibility Policy shall be the responsibility of Consultant. If District, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any District managed or District funded Web site does not comply with District Accessibility Standards, District will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to District, repair or replace the non-compliant materials within such period of time as specified by District in writing. If the required repair or replacement is not completed within the time specified, District shall have the right to do any or all of the following, without prejudice to District'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 District, District 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 District in connection with such changes or repairs.

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

12. GOVERNMENT CODE SECTION 1097.6

12.1. Consultant's duties and services under this Agreement shall not include preparing or assisting District with any portion of District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional agreement with District. By entering this Agreement, District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of Project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

13. REPRESENTATIONS OF CONSULTANT

13.1. *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 District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District 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.

13.2. *Communication with District's Contractor:* All communication shall be between Consultant and District. Consultant shall have no authority to act on behalf of District, to stop work, to interpret conditions of the construction contract, or to give direction to District's contractor. Nothing in this provision shall serve to limit Consultant's responsibility to provide such engineering or related services as are required to complete other work or correct any errors or omissions of Consultant in the performance of services under this Agreement.

13.3. *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 District.

- 13.4. *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.
- 13.5. *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 District 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 District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on these earnings.
- 13.6. *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 District for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 13.7. *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 District, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with District 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.
- 13.8. *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.

- 13.9. *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.
- 13.10. *Assignment of Rights*: Consultant assigns to District 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 District 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 work as District may direct, and refraining from disclosing any versions of the work to any third party without first obtaining written permission of District. Consultant shall not use or permit another to use the work in connection with this or any other project without first obtaining written permission of District.
- 13.11. *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 District. District 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 District all such documents, which have not already been provided to District in such form or format as District deems appropriate. Such documents shall be and will remain the property of District 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 District.
- 13.12. *Authority*: The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.
- 13.13. *District Liability*: District is a separate legal entity from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Consultant shall be paid exclusively from District funds. Consultant agrees that it shall make no claim for compensation for Consultant's services against Sonoma County

Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

14. PREVAILING WAGES

- 14.1. *General:* Consultant shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. 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 District 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 also 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 District and will be made available to any person upon request.
- 14.2. *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 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 prevailing rate of per diem wages for holiday and overtime work fixed in the 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 Labor Code.
- 14.3. *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 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 (Labor Code 1771.4 (a)(3)). 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.
- 14.4. *Compliance with Law:* In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

15. DEMAND FOR ASSURANCE

15.1. 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 14 limits District's right to terminate this Agreement pursuant to Article 6 (Termination).

16. ASSIGNMENT AND DELEGATION

16.1. *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.

16.2. *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:

Name	Type of Services	Prevailing Wages Apply? Y/N
RGH Geotechnical Consultants, Inc.	Geotechnical Engineering	N
Alta Archaeological Consulting LLC	Archaeological Services	N

16.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 16.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 16.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 16.2:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain District approval of subconsultant.

- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of District 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.

16.4. *Summary of Subconsultants' Work:* Consultant shall provide District 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.

17. MEDIATION OF DISPUTES

- 17.1. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, District and Consultant agree first to try in good faith to settle the dispute by mediation. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. If the dispute also involves claims against or by a construction contractor who has used or otherwise relied on any work product of Consultant, the Parties agree that the mediation required by this Article 17 will include the construction contractor as a participant. The cost of mediation shall be equally shared by the participating parties. Unless the participation of a construction contractor is required and that indispensable contractor is subject to an incompatible stipulation with the District with regard to the same matters, the parties further agree that:
- a. The mediation shall be conducted in Santa Rosa, California.
 - b. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
 - c. The parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

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

- 18.1. *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.

18.2. *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 18.

19. **MISCELLANEOUS PROVISIONS**

19.1. *No Bottled Water:* In accordance with District Board of Directors Resolution No. 09-0920, dated September 29, 2009, no District funding shall be used to purchase single-serving, disposable water bottles for use in District facilities or at District-sponsored events. This restriction shall not apply when potable water is not available.

19.2. *No Waiver of Breach:* The waiver by District 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.

19.3. *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 District 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 District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

19.4. *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.

19.5. *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.

- 19.6. *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.
- 19.7. *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.
- 19.8. *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.
- 19.9. *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.
- 19.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 19.11. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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

TW 18/19-024F

Reviewed as to funds:

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

Approved as to form:

By: _____
Adam Brand
Assistant County Counsel

Insurance Documentation is on file with
District

Date/TW Initials: 2/1/26 JES

Sonoma Valley County Sanitation District

Prunuske Chatham, Inc., a California
corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma Valley County
Sanitation District's Board of Directors
Action on March 24, 2026

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

DIR Registration #: 1000000996

Exhibit A-1

Scope of Work under First and Second Amended Agreements

1. PROJECT DESCRIPTION

- 1.1. A portion of District's sewer pipeline runs parallel to Sonoma Creek and crosses Kohler and Sonoma creeks near the confluence of these two channels. Bank and bed erosion have put this portion of the pipe system at risk of damage at three locations. The work includes identifying, at the concept level, treatments for channel bed and banks, including related incidental modifications of the pipe system in the immediate vicinity (Project). Habitat for salmonids and California freshwater shrimp is a primary design consideration. A map of the Project is included in Exhibit E (Map).

2. GENERAL

- 2.1. Consultant agrees to perform obligations described in this Agreement and to furnish necessary engineering skills, services, labor, supplies, supervision, and materials required to perform and complete the Project.
- 2.2. By execution of this Agreement, Consultant warrants that it has carefully examined the Project site and has satisfied itself of local and special conditions affecting this Scope of Work. Tests, survey results, geotechnical reports, or other data or information, whether furnished by District, or referenced in this Agreement, are for Consultant's convenience. District does not guarantee that such tests or preliminary investigations or other data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. Consultant shall satisfy itself as to the accuracy or interpretation of such tests or survey results or other information or data.

3. TASKS

- 3.1. Task 1: Background Research
 - a. Review existing information such as previous design work, photos, geomorphic assessments, and as-built drawings.
 - b. Review selected Sonoma Creek geomorphic analysis work done by others to date.
 - c. Prepare preliminary cultural resources assessment.
- 3.2. Task 2: Cost Estimates
 - a. Prepare a planning-level construction-cost estimate of proposed alternatives to be considered.
 - b. For selected alternative, prepare refined planning level cost estimates for the following:
 - i. Design and development of bid documents.

- ii. Statement of Probable Construction Costs broken down by bid item, and revise as required herein. Provide estimated quantities for unit priced items.
 - iii. Procuring permits.
 - iv. Monitoring.
- 3.3. Task 3: Design Services
- a. Preliminary Design:
 - i. Consult with District to define and clarify District's requirements for the Project and available data.
 - ii. Geomorphic Assessment:
 - a) Review HEC-RAS 2D model of existing conditions.
 - b) Study constraints, existing topography, and hydraulic geometry
 - c) Prepare a brief assessment of existing fluvial geomorphic conditions at the site, including observations made during kick-off meeting channel walk and relevant information of Consultant-reviewed fluvial geomorphic assessments of Sonoma Creek by others.
 - iii. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction (Resource Agencies) to approve the portions of the Project designed or specified by Consultant including, but not limited to, California Department of Fish and Wildlife, Regional Water Quality Control Board, United States Army Corps of Engineers, United States Department of Fish and Wildlife, National Oceanic and Atmospheric Administration, and National Marine Fisheries Service.
 - iv. Identify and evaluate at least three alternative solutions available to District and, after consultation with District, recommend to District those solutions that in Consultant's judgment meet District's requirements for the Project.
 - v. Identify key utility locations and identify utility conflicts, if any.
 - b. Concept Design:
 - i. Prepare Project conceptual design, incorporating design criteria provided by District.
 - ii. Identify and perform sufficient site investigation(s) for purpose of developing Project design.
 - iii. Include draft and final technical memoranda summarizing the design parameters.
 - iv. Prepare a detailed construction cost estimate for the Project as described in paragraph 3.2.
 - v. Incorporate known applicable requirements into Project.
 - c. Meetings:
 - i. Kick Off Meeting:
 - a) Discuss Project scope and schedule.

- b) Key personnel meet on site, review scope, observe existing conditions, distinguish constraints (geometry, existing features, landowner authorization, construction access).
 - c) Walk upstream and downstream, observe and photograph notable existing conditions.
 - ii. Design Workshop:
 - a) Conduct design workshop with Consultant's Project Manager, Civil Engineer, Landscape Architect, and District:
 - i.) Identify three long-term (10+ year life) options for each area (A, B, and C).
 - ii.) Identify possible interim measures that could be implemented immediately (e.g., vegetation thinning, coir fabric installation, willow staking, brush mats).
 - iii.) Select one option for each area for variable levels of protection (e.g., minimal, moderate, robust) and best value.
 - iv.) Consider ease of permitting, cost, level of protection for the sewer pipe, and related concerns.
 - iii. On-Site meeting with Resource Agencies and District to present viable or preferred alternatives.
 - d. Meeting Information:
 - i. Arrange, attend, prepare agendas for, and conduct meetings at each design stage.
 - ii. Prepare technical memorandum summarizing design parameters.
 - iii. Prepare meeting minutes for each meeting.
 - iv. Hold meetings at District's Office, 404 Aviation Boulevard, Santa Rosa, California, or at the Project site.
- 3.4. Task 4: Drafting Services
- a. Prepare draft concept drawings (section and plan views as needed) for each of three options for each area (A, B, and C).
 - b. Prepare final concept level drawing set of preferred option (three sites combined in one drawing set) (section and plan views, as needed).
- 3.5. Task 5: Schedule and Submittal of Documents
- a. Perform services and submit documents to District for review and approval in accordance with the schedule included in Exhibit B (Schedule and Submittals).
 - b. Submittal requirements:
 - i. Comply with requirements of Article 11 (Content Online Accessibility).
 - ii. Provide electronic copies in GIS format as Environmental Systems Research Institute (ESRI) Shapefile(s) and AutoCAD "e Transmit" file(s).
 - iii. Include Agreement title and TW 18/19-024F on first page or cover of each deliverable.

- 3.6. Optional Task 6: Additional Services
- a. Do not proceed with this task unless requested in writing by District.
 - b. Perform additional services as requested by District to support the design and construction effort. The additional services and costs will be agreed to by Consultant and District and described in writing by District.

Exhibit A-2

Scope of Work under Third, Fourth, Fifth, and Sixth Amended Agreements

4. GENERAL

- 4.1. The project description provided in Article 1 Project Description above applies to this Exhibit A-2, with the addition of the following:
 - a. Designs include 30%, 60%, 90%, 99%, and 100% final designs and specifications.
 - b. Compliance with the provisions of CEQA and regulatory permitting.

5. ENGINEERING DESIGN TASKS

- 5.1. Task 7: Rights-of-Way
 - a. District will acquire such permissions or rights necessary for Consultant and District to gain lawful entry into, across, over or upon property not owned by District, which are necessary for investigations, surveys, or studies required for Consultant to provide the services described in this Scope of Work. The acquisition of permissions and rights typically required for projects with services similar to those Consultant is providing under this Scope of Work, and the activities (public information and outreach) that are occasionally desirable and necessary to facilitate those acquisitions, can be time consuming and lengthy processes. Therefore, at the project Kick-off meeting and thereafter, identify the necessary acquisitions, coordinate with District in a timely manner to allow District to obtain the permission or legal rights required, and shall set and adjust the schedule and timing of Consultant's services and activities required under this Scope of Work as needed.
- 5.2. Task 8: Cost Estimates
 - a. Prepare a Statement of Probable Construction Costs broken down by bid item, and revise as required herein. Provide estimated quantities for unit priced items.
- 5.3. Task 9: Design Services

Basis of Design Report:

- i. Prepare a design report for the Project (Basis of Design Report) that summarizes the basis of the design, methodologies used, and all the supporting analyses, and that includes the following:
 - a) Title page with name of Project, name of preparer, preparer's company name and address, and date.
 - b) Table of Contents.
 - c) A summary of results.
 - d) Conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those

- alternative solutions available to District that Consultant recommends.
- e) A description of the work performed, including methodology, a detailed description of the inspections performed, literature reviewed, documents and records reviewed, and individuals and agencies contacted.
 - f) Construction cost estimate itemized by bid item, as described in paragraph 3.2.
 - g) Appendix, including copies of documents, photographs, manufacturer's literature, and other records deemed appropriate.
 - h) Schematic drawings, sketches, and exhibits as necessary to illustrate the recommended Project.
 - i) Other information to support the recommendations.
- ii. Submit draft of Basis of Design Report to District for review and approval.
 - iii. Incorporate District comments on draft Basis of Design Report into final Basis of Design Report.
- b. Design:
- i. Prepare Project design, as recommended in District-approved Design Report.
 - ii. Identify and perform sufficient site investigation(s) for purpose of developing Project design.
 - iii. Prepare a Design Notebook. The Design Notebook shall be a loose-leaf notebook or digital package containing, as appropriate, copies of the Design Report, or digitally stamped and signed design calculations, conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, engineering sketches, schematic layouts, product and material selection evaluation, alternate solutions available to District that Consultant recommends, and supporting information pertaining to the design of the Project. The design calculations and engineering sketches shall be in sufficient detail to design the Project with its appurtenances. The Design Notebook shall include a technical memorandum summarizing the design parameters.
 - iv. Prepare a detailed construction cost estimate for the Project as described in Paragraph 3.2.
 - v. Prepare a construction schedule showing the anticipated timeframe for completing construction of major units. Use a simple bar chart approach for each item and indicate the anticipated critical path of construction.
- c. Additional Requirements:
- i. Obtain encroachment permits as required for inclusion in the Project specifications from County of Sonoma Permit and Resource Management Department (Permit Sonoma).
 - ii. Identify requirements, if any, which District may not have identified. Possible requirements include, but are not limited to, provisions in the

environmental documents, including the Mitigation Monitoring Plan (if applicable), permits (if applicable), right-of-way agreements, and local ordinances.

iii. Incorporate applicable requirements into Project.

d. Design Stages and Meetings:

i. Progress with design in the following stages and ensure that the each stage includes the listed elements:

30%: Project parameters shall be fully defined; calculations, including sizing of Project components, shall be complete; and preliminary sketches and drawings shall be available.

Indicate topographic property boundaries, USA mark-out, and potholing.

b) 60%: Draft drawings shall describe the general size, nature, and complexity of the Project, and indicate the information necessary for District to identify the right-of-way acquisitions needed for Project completion, which includes, but is not limited to, the disturbance limit for work, areas needed for access and staging, temporary improvements needed to access the site or perform the work, and obstacles or impediments that may be present. The alignment and location of facilities should be final, and draft specifications shall be completed with sufficient detail to allow District review and comment. Written description of Project; describe what surveying efforts should be complete by the 60% design submittal.

c) 90%: Prepare drawings indicating the scope, extent, and character of the work to be provided by the contractor. Specifications and drawings, all-inclusive and in their entirety, shall be 90% completed and rights-of-way, permits, and regulatory considerations shall be resolved.

d) 99%: Changes and modifications from District shall be incorporated, any outstanding issues resolved, and specifications and drawings essentially complete.

e) Final Design: Specifications and drawings shall be complete and District comments incorporated into a final construction documents set.

e. Meeting Information:

i. Arrange, attend, prepare agendas for, and conduct meetings at each design stage.

ii. Prepare technical memorandum summarizing design parameters.

iii. At meetings, discuss the progress and direction of the design. Advise District in writing how District comments impact Project scheduling and cost.

iv. Prepare meeting minutes for each meeting.

v. Meetings shall be held at District's Office, 404 Aviation Boulevard, Santa Rosa, California, or by teleconference.

5.4. Task 10: Drafting Services

- a. Prepare drawings necessary for bidding and construction of the Project using current District AutoCAD standard at time of Agreement execution. Earlier compatible versions or alternate compatible AutoDesk vertical products may only be used upon written approval of District. Include the following with sufficient detail to describe construction of the Project for Project advertisement and bidding purposes:
 - i. Title sheet with location map, vicinity map, index to drawings, and legend (abbreviations, symbols, etc.).
 - ii. Right-of-way drawings.
 - iii. Plans.
 - iv. Profiles (where applicable).
 - v. Sections.
 - vi. Construction details.
 - vii. Other drawings as may be needed for construction.
- b. Include the following features on each plan and profile drawing:
 - i. Location of control points with point number identification, elevation, and description, include bearings and distances for alignments and right-of-way lines where applicable.
 - ii. Graphic scale.
 - iii. North arrow.
 - iv. Key map.
 - v. Elevations of and labels for existing features, structures, utilities, manholes, and drainage facilities.
 - vi. Mapping showing streets, edges of pavement, ditch flowlines, and top of curb.
- c. Use District-provided template drawings, title blocks, and border drawings. Basic layers and line types are part of template drawings and are recommended where applicable.
- d. Prepare finished contract drawings and maps on a durable, dimensionally stable vellum 22" x 34" gross size. No hand-drawn media is allowed.
 - i. Finished contract drawings shall also be supplied in native AutoCAD format as specified in Paragraph 3.4.a along with supporting files such as fonts, Xref and image files, point data, plotter and/or pen style table configuration files.
 - ii. Electronic drawing file names shall be at the direction of District's Drafting/GIS Section. Xref files shall have filename with an "X" prefix (i.e., X_ExTopo for original existing topographic file used as base reference file).
 - iii. Existing and design features shall be represented spatially accurate in "real world model space" in the CAD files. Coordinate information shall

be preserved in its true and original orientation in real world space (X axis= East Coordinates, Y axis = North Coordinates, Z axis =Elevation; all in US Survey Feet Units; Scale 1:1). Data files, such as topo files and point files, may be “Xrefed” provided the Xref file is inserted at 0,0,0 and no rotation is imposed on the file.

- iv. Each drawing file shall contain a layer named “CadNotes.” This layer shall be a non-plot layer and shall contain pertinent “metadata” that includes, but is not limited to, the following:
 - a) Coordinate or projection basis.
 - b) Relevant survey, data dates.
 - c) Data sources, references.
 - d) Design notes, assumptions, or other relevant information useful to design review.
- v. Prepare construction detail drawings in the same manner as described in this Paragraph 5.4.d such that each detail item is represented in its full size in model space and is represented in a scale and orientation to appropriately and adequately convey the necessary information for construction on layout space.
- vi. District will accept electronic drawing files with multiple “drawings” or “Sheet” layouts. Tab layouts are to be setup as follows:
 - a) Each layout tab’s label shall be the drawing name (i.e. C1, G1, D1, P1, etc.) and therefore only include one sheet per layout tab. The layouts shall be set to the standard 22” x 34” sheet at a 1:1 scale.
- e. Minimize the use of notes on drawings. Specifications of any type shall be written in the specifications and shall not be added to drawings.
- f. Use match lines with appropriate sheet numbers.
- g. Use lettering size no smaller than a 0.12-inch tall for construction notes and data.
- h. Ensure that drawings are easily readable when reduced to 11” x 17.”
- i. Reconcile drawings with specifications to minimize redundancies and avoid conflicts.
- j. If requested by District, provide conformed drawings. District’s standard will be provided by District’s Project Manager.

5.5. Task 11: Specifications Preparation

- a. Assist District’s Project Manager in completing District’s Project Manual Initiation Questionnaire.
- b. Prepare Divisions 2 through 49 (Technical Specifications), as appropriate, of the Project Manual as necessary for construction of the Project in conformance with the Project Manual concept of the Construction Specification Institute (CSI), using District’s template, CSI’s Project Resource Manual, and the 2018 edition of CSI’s MasterFormat, including SectionFormat and PageFormat.

- c. Comply with applicable provisions of the Public Contract Code including, but not limited to, formal and informal bid procedures and the avoidance of closed proprietary specifications (where no substitutions are allowed).
- d. Assist District to develop justification memos for any proposed single-source products or materials; for special qualification of bidders, manufacturers, installers, or other professionals performing construction work for the Project; and for other special circumstances that require justification to District's Board of Directors.
- e. Provide bid item descriptions for inclusion in Division 1. Ensure that method of payment for materials, equipment, and work required to complete Project is described clearly.
- f. In coordination with District's Project Manager, reconcile redundancies and conflicts with District-prepared Division 0 and Division 1 requirements.

5.6. Task 12: Assistance During Bidding and Construction

- a. For bidding:
 - i. Answer questions submitted by District ("questions") during bid advertisement period.
 - ii. Communicate only through District.
 - iii. Immediately hand-deliver or email copies of bidder questions (non-District questions) directed to Consultant to District.
 - iv. Alert District to potential impacts, if any, associated with questions including, but not limited to, impacts on schedule and cost.
 - v. Upon request from District, prepare addenda to clarify, correct, or change the technical specifications or drawings in accordance with the following:
 - a) Paragraphs 3.4 and 5.5.
 - b) District-provided drafting standards and standard form for addenda.
- b. For construction:
 - i. Assist District by providing engineering and related services after the receipt of construction bids as requested by District.
 - ii. Attend preconstruction conference.
 - iii. Assist District by answering request(s) for information (RFIs), as requested by District (up to 30 RFIs).
 - iv. Submittal Review:
 - a) 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 District with a brief written narrative of what is required from the contractor for items Consultant marks on each submittal response.

- b) Ensure that copies of submittals reviewed are stamped, dated, and signed by the person performing the review.
- c) 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 (electrical connections, size). Consult with District’s Project Manager regarding acceptability of the proposed substitution.
- d) Upon completion of review, return the submittals with any written narratives to District.
- v. Upon request from District, provide up to 8 construction site visits. Write summary memo of each site visit requested and provide to District 2 working days after date of site visit.
- vi. Review and comment on proposed change order(s), if any. Provide comments to District in writing within 2 working days after receipt of the proposed change order(s).
- vii. Upon request from District, assist District with final inspection.

5.7. Task 13: Schedule and Submittal of Documents

- a. Perform services and submit documents to District for review and approval in accordance with the schedule included in Exhibit B (Schedule and Submittals).
- b. Submittal requirements:
 - i. Submit one electronic copy in PDF format (emailed, on USB flash drive, or via Internet) of each final deliverable to District, unless noted otherwise.
 - ii. Comply with requirements of Article 11 (Content Online Accessibility).
 - iii. Provide electronic copy in PDF format as well as native AutoCAD dwg format at each design phase as described in Exhibit B (Schedule and Submittals). Include CTB or STB plot configuration file with electronic submittal to ensure correct and intended image quality when plotting from file.
 - iv. If changes that District has not previously approved are made to the drawings or specifications after the 99% design review meeting, submit drawing(s) or specifications to District for approval prior to preparing the final submittal.
- c. Electronic media formats:
 - i. Survey information and drawings: Provide in electronic media format compatible with current District AutoCAD standard in drawing format (.DWG). To ensure there are no discrepancies between electronic and hard copies, provide plot style tables files.
 - ii. Technical Specifications and Operation and Maintenance Manual(s) modifications (including tables, charts, and drawings) and other

documents, if any: Provide inelectronic media format compatible with Microsoft® Word 2016. Ensure that there are no discrepancies between electronic and hard copies.

- d. Final Drawing Submittal Requirements:
 - i. Signatures: Drawings, including modifications, must have the license seal and signature of the licensed professional assigned responsibility for the preparation of the drawings. Drawings may be either wet-signed or digitally-signed. Digitally sign drawings in accordance Paragraph 19.11 (Digital Signature[s]).
 - ii. Hard copy: Submit one hard copy of final drawings as follows:
 - a) If wet-signed: On vellum, 22" x 34" gross size.
 - b) If digitally-signed: On bond, 22" x 34" gross size.
 - iii. AutoCAD: Final drawings shall include embedded digital professional stamps. Transmit to District via AutoCAD ETRANSMIT.
 - iv. PDFs: Final drawing submittal shall also include composite PDFs of the drawing files formatted for half size (11" x 17") and full size (22" x 34").
- e. The schedule in Exhibit B (Schedule and Submittals) is based upon timely review and decision making by District. Delays in the schedule caused by District will be cause for consideration of time extensions.

5.8. Task 14: Additional Services

- a. Do not proceed with this task unless requested in writing by District's Project Manager.
- b. Perform additional services as requested by District to support the Project. The additional services will be agreed to by Consultant and District and described in writing by District. Deliverables and due dates to be determined.

6. ENVIRONMENTAL AND REGULATORY COMPLIANCE SERVICES TASKS

6.1. Task 15: Special Studies – Biological and Cultural Resources Evaluations

- a. Conduct biological surveys for special status species, sensitive habitats, and wetland delineation.
- b. Prepare a Biological Resources Report sufficient for CEQA and permitting purposes.
- c. Prepare a Wetland Delineation for Army Corps of Engineers (ACOE) and other permit applications.
- d. Develop and complete an archaeologist's report to be used to support CEQA analysis for cultural and tribal cultural resources and with Section 106 compliance for the project's ACOE permit applications. The archaeologist's report shall include the results of a cultural resources records search and the archaeologist's opinion of potential for cultural resources within the project area, as well as the results of any needed pedestrian surveys. The report shall

also include documentation of any contacts with Native American tribes during development of the report.

- 6.2. Task 16: CEQA Compliance Document [Initial Study – Mitigated Negative Declaration (IS/MND)]
- a. Project Description:
- i. Contents: Prepare a draft and final Project description for the Initial Study to guide the impacts analysis that includes, but is not limited to, the items below.
 - a) Table of Contents
 - b) Project Background
 - c) Project Purpose and Need
 - d) Project Location
 - e) Project Alternatives Considered During Project Development
 - f) Proposed Project Description
 - i.) Project Implementation
 - ii.) Construction Techniques
 - iii.) Construction Equipment
 - iv.) Anticipated Duration of Construction
 - v.) Construction Staging Areas
 - vi.) Project Incorporated Best Management Practices, if any
 - vii.) Project Operation and Maintenance
 - viii.) Project Financing
 - ix.) Right-of-Way Considerations (if any)
 - x.) Jurisdictional/Permitting Agencies
 - xi.) Historical and Present Land Use
 - ii. Review. Submit to District for review.
 - a) First Draft: Prepare the project description in draft form and submit to District for review and approval in accordance with the date listed for this deliverable. District will return the draft Project description to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If District requests revisions, revise the draft Project description and resubmit for District approval.
 - iii. Final: Following District approval and prior to District’s acceptance of work under this Agreement, submit the final approved Project description to District in accordance with the date listed for this deliverable.
- b. Administrative Draft IS/MND:
- i. Contents: Prepare the Administrative Draft IS/MND that includes, but is not limited to, the items below.
 - a) Table of Contents
 - b) Introduction: Purpose of Initial Study and Purpose and Need of the Project
 - c) Project Description

- d) Setting, Impact Analysis and Mitigation, including the following as applicable:
 - i.) Description of the existing environmental setting for the proposed Project under each CEQA Guidelines Appendix G resource topic
 - ii.) Analysis under each CEQA Guidelines Appendix G resource topic to identify whether the proposed Project would result in impacts with respect to the environment
 - iii.) Potential impact significance based on thresholds or significance criteria in each area of CEQA Guidelines Appendix G, and identify measures to mitigate significant effects
 - iv.) Analysis of Mandatory Findings of Significance.
- ii. Review: Submit to District for review in accordance with the dates for this deliverable.
 - a) First Draft: Prepare the Administrative Draft IS/MND in draft form and submit to District for review and approval in accordance with the date listed for this deliverable. District will return the draft Administrative Draft IS/MND to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If District requests revisions, revise the draft Administrative Draft IS/MND and resubmit an electronic copy of the Administrative Draft IS/MND for District approval.
- iii. Final: Following District approval and prior to District's acceptance of work under this Agreement, submit the final approved Administrative Draft IS/MND as the screencheck Public Draft IS/MND described in 6.2.c below.
- c. Public Draft IS/MND:
 - i. Screencheck Public Draft IS/MND: Submit electronic copies of the Screencheck Public Draft IS/MND to District for review and approval. Submit in accordance with the date listed for this deliverable. District will return the Screencheck Public Draft IS/MND to Consultant with consolidated comments or approval in an electronic MSWord format document.
 - ii. Subsequent Review: If District requests revisions, revise the Screencheck Public Draft IS/MND and resubmit an electronic copy in MSWord format document and PDF for District approval.
 - iii. Following District approval, submit draft approved Public Draft IS/MND to District in accordance with the date listed for this deliverable, and in MSWord and Adobe PDF format.
- d. Prepare State Clearing House Summary Form. Submit an electronic MSWord format document to District for review and approval in accordance with the date listed for this deliverable.

- e. Notice of Completion and Notice of Availability/Notice of Intent, and notice of Availability/Notice of Intent for Newspaper Publication:
 - i. Draft: Submit electronic MSWord format documents to District prepared in accordance with State Clearinghouse and/or CEQA and CEQA Guidelines requirements for review and approval in accordance with the date listed for this deliverable.
 - ii. Final: Following District approval and prior to District's acceptance, submit final versions of Notice of Completion and Notice of Availability.
- f. Response to Comments Technical Memorandum:
 - i. Organize and summarize comments received during the public review period.
 - ii. Coordinate with District, as necessary, to discuss response strategies and responsibilities.
 - iii. Contents: Prepare a Response to Comments Technical Memorandum that includes copies of comments received, summary of each comment, and a response to each comment.
 - iv. Review: Submit to District for review.
 - a) First Draft: Prepare the Response to Comments Technical Memorandum in draft form and submit to District for review and approval in accordance with the date listed for this deliverable. District will return the draft Response to Comments Technical Memorandum to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If District requests revisions, revise the draft Response to Comments Technical Memorandum and resubmit an electronic copy in MS Word format of the Response to Comments Technical Memorandum for District approval.
 - v. Final: Following District approval and prior to District's acceptance of work under this Agreement, submit the final approved Response to Comments Technical Memorandum to District in accordance with the date listed for this deliverable.
- g. Prepare draft Notice of Determination for District to file upon adoption of the Mitigated Negative Declaration and Project approval. Submit an electronic MSWord format document to District for review and approval in accordance with the date listed for this deliverable.
- h. Mitigation Monitoring and Reporting Program (MMRP):
 - i. Prepare MMRP that includes a summary of mitigation measures identified in the IS/MND, the action(s) to be implemented to ensure compliance with each mitigation measure, the implementing party, the timing for implementation of the measure, and the responsible party for monitoring and ensuring compliance with the measure.
 - ii. Review: Submit to District for review.
 - a) First Draft: Prepare the MMRP in draft form and submit an electronic MSWord format document to District for review and approval in

accordance with the date listed for this deliverable. District will return one copy of the draft to Consultant with comments or approval in writing.

- b) Subsequent Draft(s): If District requests revisions, revise the draft MMRP and resubmit an electronic copy in MS Word format of the MMRP for District approval.
- iii. Final: Following District approval and prior to District's acceptance of work under this Agreement, submit the final approved MMRP to District in accordance with the date listed for this deliverable.
- i. Final IS/MND:
 - i. Contents: Prepare the Final IS/MND that includes, but is not limited to, the items below.
 - a) Final Public IS/MND
 - b) Response to Comments Technical Memorandum
 - ii. Review: Submit to District for review.
 - a) First Draft: Prepare the IS/MND in draft form and submit an electronic MSWord format document to District for review and approval in accordance with the date listed for this deliverable. District will return one copy of the draft to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If District requests revisions, revise the draft IS/MND and resubmit an electronic copy in MS Word format of the IS/MND for District approval.
 - iii. Final: Following District approval and prior to District's acceptance of work under this Agreement, submit the final approved IS/MND to District in accordance with the date listed for this deliverable.
- j. Environmental Consultation-and References, including the following:
 - i. Documents, research papers, periodicals, professional journals, or other materials used in conducting analyses presented in or cited in the IS/MND.
 - ii. Printed pages of the website (include all pages) to PDF on the access date when any website is consulted or referenced.
 - iii. Copies of any externally referenced maps or graphics.
 - iv. Other supporting information as needed or requested by District.

6.3. Task 17: Permit Applications

- a. Prepare permit applications for the Project, as needed, for implementation of the Project. Applications may include:
 - i. US Army Corp of Engineers 404 Clean Water Act, including any necessary Section 106 (National Historic Preservation Act) compliance information and a Biological Assessment for California freshwater shrimp and steelhead for use in consultation with USFWS and NMFS.
 - ii. CDFW Lake and Streambed Alteration 1602 Agreement

- iii. CDFW California Endangered Species Act 2080.1 Consistency Determination
- iv. Regional Water Quality Control Board 401 Water Quality Certification and/or Waste Discharge Requirement.
- v. District will pay permit fees.
- vi. Review: Submit to District for review.
 - a) First Draft: Prepare the permit applications in draft form and submit an electronic MSWord format document to District for review and approval in accordance with the date listed for this deliverable. District will return the draft to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If District requests revisions, revise the draft permit applications and resubmit an electronic copy in MS Word format of the permit applications for District approval.
- vii. Final: Following District approval and prior to District's acceptance of work under this Agreement, submit the final approved permit applications to District in accordance with the date listed for this deliverable.

Exhibit B

Schedule and Submittals

Schedule under Original, First, and Second Amended Agreements:

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
Notice to Proceed with Design	-	immediately upon execution of this Agreement
Kick-off Meeting Submittal	<ul style="list-style-type: none"> • 10 copies of Kick-off meeting agenda 	Within 7 calendar days prior to Kick-off meeting
Kick-off Meeting	-	within 10 calendar days following Notice to Proceed with Design
Kick-off Meeting Minutes	<ul style="list-style-type: none"> • One electronic copy of meeting minutes 	within 7 calendar days of Kick-off Meeting
Design Workshop Submittal	<ul style="list-style-type: none"> • Draft fluvial geomorphic assessment • Assumptions and preliminary conclusions • 10 copies of Design Workshop agenda 	within 56 calendar days after Kick-off Meeting
Design Workshop	-	within 63 calendar days after Kick-off Meeting
Design Workshop Minutes	<ul style="list-style-type: none"> • One electronic copy of meeting minutes 	within 7 calendar days of Design Workshop
Concept Drawing Submittal (3 alternatives)	<ul style="list-style-type: none"> • Concept drawings for 3 alternatives at each site • Preliminary planning-level cost estimates for each alternative • Draft conceptual design memo 	within 56 calendar days after Design Workshop
Resource Agency Meeting	<ul style="list-style-type: none"> • 	within 63 calendar days after Design Workshop
Resource Agency Meeting Minutes	<ul style="list-style-type: none"> • One electronic copy of meeting minutes 	within 7 calendar days of Resource Agency Meeting
Final Submittal	<ul style="list-style-type: none"> • Technical design memorandum • Complete set of concept design drawings (one preferred option for each site) • Statement of Probable Construction Costs 	within 30 calendar days after Resource Agency Meeting

Schedule under Third Amended Agreement:

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
	30% Design	
30% Design Review Submittal	<ul style="list-style-type: none"> • 10 copies of meeting agenda • 4 sets of half-size hard copy drawings • Technical memorandum summarizing design parameters • Revised Statement of Probable Construction Costs 	7 calendar days prior to 30% Design Review meeting
30% Design Review Meeting	10 copies of 30% design review meeting agenda	within 14 calendar days after 30% Design Submittal
30% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of 30% Design Review Meeting
	60% Design	
60% Design Submittal	<ul style="list-style-type: none"> • 4 sets of half-size hard copy drawings • Complete set of electronic files with supporting files, plus full and half-size PDFs • Draft Table of Contents for specifications • Revised Preliminary Statement of Probable Construction Costs • Draft Design Basis Report (including Hydrology and Hydraulics) • New or updated topographic survey information (if applicable) 	120 calendar days after 30% Design Review Meeting
60% Design Review Meeting	10 copies of 60% design review meeting agenda	within 14 calendar days after 60% Design Submittal
60% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of 60% Design Review Meeting
	CEQA	
Draft CEQA Project Description	Three hard copies and one electronic copy in MS Word	within 30 calendar days after 60% Design Review Meeting
Final CEQA Project Description	-	Within 20 calendar days after receipt of comments from District
Cultural Resources Section 106 Evaluation	One hard copy and one electronic copy in PDF	within 30 calendar days after 60% Design Review Meeting

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
Administrative Draft Initial Study / Proposed MND	Three hard copies and one electronic copy in MS Word	within 90 calendar days of receipt of comments on Draft Project Description from District
Administrative Draft Initial Study / Proposed MND Review Meeting Agenda and Meeting	10 copies of meeting agenda	within 7 calendar days of the Administrative Draft IS/MND Review Meeting
Administrative Draft Initial Study / Proposed MND Review Meeting Minutes	One electronic copy in PDF of meeting minutes	within 7 calendar days of the Administrative Draft IS/MND Review Meeting
Draft CEQA Notices	<ul style="list-style-type: none"> • Notice of Completion • Notice of Availability/Notice of Intent to Adopt • Notice of Availability/Notice of Intent to Adopt for newspaper publication • CEQA electronic Submittal Summary form for State Clearinghouse 	within 30 calendar days of Administrative Draft IS/MND Review Meeting
Final CEQA Noticing (ADA-compliant)	<ul style="list-style-type: none"> • Final Notice of Completion • Final Notice of Intent to Adopt • Final Notice of Intent to Adopt for newspaper publication • CEQA electronic Submittal Summary form for State Clearinghouse 	Finalize with Draft Initial Study/Proposed MND
Draft Initial Study/Proposed MND (ADA-Compliant)	<ul style="list-style-type: none"> • Three hard copies and electronic copies in MS Word and PDF 	within 30 calendar days of Administrative Draft IS/MND Review Meeting
Administrative version of Final MND and Final MND review meeting agenda	<ul style="list-style-type: none"> • Draft response to agency and public comments • Draft CEQA mitigation and monitoring program 	within 30 calendar days of the close of the public comment period
Administrative version of Final MND Review Meeting Agenda	10 copies of meeting agenda	7 calendar days before Administrative Draft MND Review Meeting

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
Administrative version of Final MND Review Meeting Minutes	One electronic copy in PDF of meeting minutes	within 7 calendar days of the Administrative Draft MND Review Meeting
Final MND and Notice of Determination	<ul style="list-style-type: none"> • Three hard copies and one electronic copy in PDF 	within 20 calendar days of MND Review Meeting
	Permits	
Draft Regulatory Permit Application Packages	<ul style="list-style-type: none"> • Corps Section 404 Nationwide Permit USFWS, NMFS draft permit application • RWQCB 401 WQ Certification draft permit application • CDFW 1602 LSAA draft permit application • CDFW 2081 Incidental Take Permit (if necessary) draft permit application 	within 60 calendar days of the 60% Design Review Meeting
Final Permit Application Submittals	<ul style="list-style-type: none"> • Final Corps 404 Nationwide Permit USFWS, NMFS draft permit application • Final RWQCB 401 WQ Certification draft permit application • Final CDFW 1602 LSAA draft permit application • Final CDFW 2081 Incidental Take Permit (if necessary) draft permit application 	within 10 calendar days following receipt of comments from District
	90% Design	
90% Design Submittal	<ul style="list-style-type: none"> • 4 sets of half-size hard copy drawings • Complete set of electronic files with supporting files, plus full and half-size PDFs • Draft Technical specifications • Bid item descriptions • Revised Preliminary Statement of Probable Construction Costs • Final Design Basis Report • Design Notebook 	120 calendar days after 60% Design Review Meeting
90% Design Review Meeting	10 copies of 90% design review meeting agenda -	within 14 calendar days after 90% Design Submittal
90% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of 90% Design Review Meeting

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
	99% Design	
99% Design Submittal	<ul style="list-style-type: none"> • 4 sets of half-size hard copy revised drawings • Complete set of electronic files with supporting files, plus full and half-size PDFs • Draft Technical specifications • Technical memorandum summarizing design parameters • Revised Preliminary Statement of Probable Construction Costs • Design Notebook 	within 75 calendar days after 90% Design Review Meeting
99% Design Review Meeting	10 copies of 99% design review meeting agenda	at least 28 calendar days after 99% Design Submittal
99% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of 99% Design Review Meeting
	Final Design	
Final Submittal	<ul style="list-style-type: none"> • 4 hard-copy sets of revised and final stamped and wet signed original drawings • Complete set of electronic files with supporting files, plus full and half-size PDFs • Complete set of revised and final technical specifications • Stamped and signed Section 00007 (Seals Page) • Statement of Probable Construction Costs • Design Notebook 	within 90 calendar days after 99% Design Review Meeting
Draft Addenda submittals, if applicable	as appropriate	At least 8 calendar days prior to Project bid opening
Final Addenda submittals, if applicable	as appropriate, submit original drawing(s)	At least 7 calendar days prior to Project bid opening
Conformed Submittal	<ul style="list-style-type: none"> • Drawings • Specifications 	Within 21 days following Bid Opening

Schedule under Fourth Amended Agreement:

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
90% Design		
90% Design Re-Submittal	<ul style="list-style-type: none"> • 4 sets of half-size hard copy drawings • Complete set of electronic files with supporting files, plus full and half-size PDFs • Draft Technical specifications • Bid item descriptions • Revised Preliminary Statement of Probable Construction Costs • Final Design Basis Report • Design Notebook 	Within 42 calendar days after final approval of expanded design concept
90% Design Review Meeting	One electronic copy of meeting agenda in MS Word format	Within 21 calendar days after 90% Design Submittal
90% Design Review Meeting Minutes	One electronic copy of meeting minutes	Within 7 calendar days of 90% Design Review Meeting
99% Design		
99% Design Submittal	<ul style="list-style-type: none"> • 4 sets of half-size hard copy revised drawings • Complete set of electronic files with supporting files, plus full and half-size PDFs • Draft Technical specifications • Technical memorandum summarizing design parameters • Revised Preliminary Statement of Probable Construction Costs • Design Notebook 	Within 28 calendar days after 90% Design Review Meeting
99% Design Review Meeting	One electronic copy of meeting agenda in MS Word format	At least 35 calendar days after 99% Design Submittal
99% Design Review Meeting Minutes	One electronic copy of meeting minutes	Within 7 calendar days of 99% Design Review Meeting
Final Design		
Final Submittal	<ul style="list-style-type: none"> • 4 hard-copy sets of revised and final stamped and wet signed original drawings • Complete set of electronic files with supporting files, plus full and half-size PDFs • Complete set of revised and final technical specifications • Stamped and signed Section 00007 (Seals Page) • Statement of Probable Construction Costs • Design Notebook 	Within 28 calendar days after 99% Design Review Meeting

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
Draft Addenda submittals, if applicable	as appropriate	At least 8 calendar days prior to Project bid opening
Final Addenda submittals, if applicable	as appropriate, submit original drawing(s)	At least 7 calendar days prior to Project bid opening
Conformed Submittal	<ul style="list-style-type: none"> • Drawings • Specifications 	Within 21 calendar days following Bid Opening
CEQA		
Draft Revised CEQA Project Description	Three hard copies and one electronic copy in MS Word format	Within 28 calendar days after final approval of expanded concept design
28 Final CEQA Project Description	One electronic copy in MS Word format	Within 14 calendar days after receipt of comments from District
Cultural Resources Section 106 Evaluation	One hard copy and one electronic copy in PDF format	Within 30 calendar days after 90% Design Review Meeting
Administrative Draft Initial Study/Proposed MND	Three hard copies and one electronic copy in MS Word format	Within 98 calendar days of receipt of comments on Draft Project Description from District
Administrative Draft Initial Study/Proposed MND Review Meeting	One electronic copy of meeting agenda in MS Word format	Within 21 calendar days of Administrative Draft IS/MND submittal
Administrative Draft Initial Study / Proposed MND Review Meeting Minutes	One electronic copy of meeting minutes in PDF format	Within 7 calendar days of Administrative Draft IS/MND Review Meeting
Draft CEQA Notices	<ul style="list-style-type: none"> • Notice of Completion • Notice of Availability/Notice of Intent to Adopt • Notice of Availability/Notice of Intent to Adopt for newspaper publication • CEQA electronic Submittal Summary form for State Clearinghouse 	Within 35 calendar days of Administrative Draft IS/MND Review Meeting

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
Final CEQA Noticing (ADA-compliant)	<ul style="list-style-type: none"> • Final Notice of Completion • Final Notice of Intent to Adopt • Final Notice of Intent to Adopt for newspaper publication • CEQA electronic Submittal Summary form for State Clearinghouse 	Finalize with Draft Initial Study/Proposed MND
Draft Initial Study/Proposed MND (ADA-Compliant)	<ul style="list-style-type: none"> • Three hard copies and electronic copies in MS Word and PDF format 	Within 35 calendar days of Administrative Draft IS/MND Review Meeting
Administrative version of Final MND	<ul style="list-style-type: none"> • Draft response to District and public comments • Draft CEQA mitigation and monitoring program 	Within 70 calendar days of the close of the public comment period
Administrative version of Final MND Review Meeting	One electronic copy of meeting agenda in MS Word format	Within 21 calendar days of Administrative FINAL MND Submittal
Administrative version of Final MND Review Meeting Minutes	One electronic copy of meeting minutes in PDF format	Within 7 calendar days of Administrative Draft MND Review Meeting
Final MND and Notice of Determination	<ul style="list-style-type: none"> • Three hard copies and one electronic copy in PDF format 	Within 56 calendar days of MND Review Meeting
Permits		
Revise Draft Regulatory Permit Application Packages	<ul style="list-style-type: none"> • Corps Section 404 Nationwide Permit USFWS, NMFS draft permit application • RWQCB 401 WQ Certification draft permit application • CDFW 1602 LSAA draft permit application • CDFW 2081 Incidental Take Permit (if necessary) draft permit application 	Within 28 calendar days of final approval of expanded design concept
Final Permit Application Submittals	<ul style="list-style-type: none"> • Final Corps 404 Nationwide Permit USFWS, NMFS draft permit application • Final RWQCB 401 WQ Certification draft permit application • Final CDFW 1602 LSAA draft permit application • Final CDFW 2081 Incidental Take Permit (if necessary) draft permit application 	Within 7 calendar days following receipt of comments from District

Exhibit C

Schedule of Costs

First and Second Amended Agreements:

PERSONNEL	
Title	Rates
Project Manager	\$180 per hour
Principal Engineer	\$170 per hour
Principal Landscape Architect	\$170 per hour
Civil Engineer	\$140 per hour
Principal Hydrogeologist/Geomorphologist	\$160 per hour
Senior Environmental Planner	\$140 per hour
EIT Assistant Engineer	\$105 per hour
Engineer/Architect Assistant	\$95 per hour
EXPENSES	
Item	Cost
Subconsultant: RGH	at cost plus 15%, not to exceed \$7,000
Vehicle	\$75 per day

Third Amended Agreement:

PERSONNEL	
Title	Hourly Rates
Founding Principal	\$205
Principal Civil Engineer	\$195
Principal Landscape Architect	\$195
Principal Environmental Planner	\$170
Principal Geomorphologist	\$180
Principal Vegetation Ecologist	\$150
Registered Civil Engineer III	\$180
Registered Civil Engineer II	\$160
Registered Civil Engineer I	\$140
Assistant Engineer III	\$145
Assistant Engineer II	\$130
Assistant Engineer I	\$120
Senior Registered Landscape Architect (III)	\$165
Registered Landscape Architect II	\$155
Registered Landscape Architect I	\$145
Assistant Landscape Architect III	\$145
Assistant Landscape Architect II	\$120
Assistant Landscape Architect I	\$105
Registered Professional Forester/CPESC/QSD	\$140
Sr. Environmental Planner (III)	\$140
Environmental Planner II	\$130
Environmental Planner I	\$115
Sr. Wildlife Biologist/Botanist/Vegetation Ecologist (III)	\$130
Wildlife Biologist/Botanist/Vegetation Ecologist II	\$118
Wildlife Biologist/Botanist/Vegetation Ecologist I	\$112
GIS Technician	\$95
Design Technician	\$90

Project Administrator	\$80
Clerical	\$70
EXPENSES	
Item	Cost
Subconsultant: ALTA Archaeological Consultants	at cost plus 15%, not to exceed \$5,475
Subconsultant: RGH Consultants	at cost plus 15%
Mileage for personal vehicle	IRS rate per mile
Vehicle	\$75 per day

Fourth, Fifth, and Sixth Amended Agreements:

PERSONNEL	
Title	Hourly Rates
Founding Principal	\$215
Principal Civil Engineer	\$205
Principal Landscape Architect	\$205
Principal Geomorphologist	\$205
Principal Hydrologist	\$205
Principal Environmental Planner	\$200
Principal Vegetation Ecologist	\$180
Registered Civil Engineer IV	\$198
Registered Civil Engineer III	\$185
Registered Civil Engineer II	\$170
Registered Civil Engineer I	\$155
Assistant Engineer III	\$150
Assistant Engineer III (overtime)	\$180
Assistant Engineer II	\$135
Assistant Engineer II (overtime)	\$162
Assistant Engineer I	\$120
Assistant Engineer I (overtime)	\$144
Senior Hydrologist/Geomorphologist	\$180
Project Manager II	\$165
Project Manager I	\$150
Registered Landscape Architect IV	\$190
Registered Landscape Architect III	\$175
Registered Landscape Architect II	\$162
Registered Landscape Architect I	\$155
Assistant Landscape Architect IV	\$155
Assistant Landscape Architect IV (overtime)	\$186
Assistant Landscape Architect III	\$150

PERSONNEL	
Title	Hourly Rates
Assistant Landscape Architect III (overtime)	\$180
Assistant Landscape Architect II	\$135
Assistant Landscape Architect II (overtime)	\$162
Assistant Landscape Architect I	\$115
Assistant Landscape Architect I (overtime)	\$138
Registered Professional Forester/CPESC/QSD	\$150
QSP	\$120
Environmental Planner IV	\$175
Environmental Planner III	\$165
Environmental Planner II	\$150
Environmental Planner II (overtime)	\$180
Environmental Planner I	\$115
Environmental Planner I (overtime)	\$138
Sr. Wildlife Biologist/Botanist/Vegetation Ecologist (III)	\$150
Sr. Wildlife Biologist/Botanist/Vegetation Ecologist (III) (overtime)	\$180
Wildlife Biologist/Botanist/Vegetation Ecologist II	\$125
Wildlife Biologist/Botanist/Vegetation Ecologist II (overtime)	\$150
Wildlife Biologist/Botanist/Vegetation Ecologist I	\$115
Wildlife Biologist/Botanist/Vegetation Ecologist I (overtime)	\$138
Technical Assistant	\$105
Project Administrator	\$90
Project Administrator (overtime)	\$108
Clerical	\$80
Clerical (overtime)	\$96

EXPENSES	
Item	Cost
Subconsultant: ALTA Archaeological Consultants	at cost plus 15%, not to exceed \$5,475
Subconsultant: RGH Consultants	at cost plus 15%
Project consumed materials	at cost plus 15%
Survey or GPS equipment	\$200 per day
Mileage for personal vehicle	IRS rate per mile
Vehicle	\$75 per day

Exhibit D

Estimated Budget for Scope of Work

1. BUDGET FOR FIRST AND SECOND AMENDED AGREEMENTS:

	Project Manager	Principal Engineer	Principal Landscape Architect	Civil Engineer II	Principal Hydrologist/ Geomorph.	Sr Enviro Planner	EIT Assist Engineer	Engineer/ Architect Assistant	Sub Cost	Vehicle Day	Line Item SubTotals Cost	Sub
Task	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Hour	Cost	Day	Cost	
Background research												
Procure District existing information		1					1				\$275	
Previous geomorphic assessments					4						\$640	
Geotechnical literature review		1							\$3,450		\$3,620	RGH
Cultural resources, preliminary report						1			\$2,875		\$3,015	
On site kickoff meeting and walk through	5	5	5		5				\$920	2	\$4,470	RGH
Topographic survey												
assess existing topo, request survey update		2	1								\$510	
field check updated topo survey		4								1	\$755	
build layer showing existing sewer as built		2		8							\$1,460	
Geomorphic assessment												
Review existing conditions HEC-RAS		4			4		4				\$1,740	
Prepare fluvial geomorphic assessment brief	2	2			12						\$2,620	
Options development and design memo												
Study constraints, existing topo, hydraulics, etc	2	4	4		2						\$2,040	
Design session	4	4	4						\$800		\$3,000	
Meet with resource agencies (regulators)	4		4			8				2	\$2,670	
Prepare draft concept drawings												
3 options Area A	1	1	12					8			\$3,150	
3 options Area B	1	1	12					8			\$3,150	
3 options Area C	1	1	12					8			\$3,150	
Cost Estimates												
3 options Area A	3						3				\$855	
3 options Area B	3						3				\$855	
3 options Area C	3						3				\$855	
Draft concept design memo and submittal	1	12	1		1			4			\$2,930	
Options review and preferred option selection at District	4	4	4							1	\$2,155	
Planning phase cost estimates for selected options	8	1	1				4				\$2,200	
Concept drawing set preferred option all three areas	1	2	2					16			\$2,380	
Final conceptual design memo	1	2	1					4			\$1,070	
Totals	44	53	63	8	28	9	18	48	\$7,100	6	\$49,565	

2. BUDGET FOR THIRD AMENDED AGREEMENT:

	Founding Principal	Principal Landscape Architect/Project Principal	Principal Civil Engineer /Project Manager	Assistant Engineer III (modeling)	Civil Engineer I	Principal Enviro Planner	Environ Planner II	Principal Vegetation Ecologist	Senior Wildlife Biologist (III)	Vehicle Travel	Consultants /materials	Line Item Subtotal
\$278,900												
Task	\$205 hour	\$195 hour	\$195 hour	\$145 hour	\$140 hour	\$170 hour	\$130 hour	\$150 hour	\$130 hour	\$75 day	1.15	Cost
Task 1: Design Services												
Task 1a: 30% Design Review & Preliminary Hydraulic Modelling												
Review 30% Design comments for incorporation into 60% plans	1	2	4		4							\$1,935
Compile/Review/Verify Existing Conditions Hydraulic Model			4	8								\$1,940
Task 1a subtotal	1	2	8	8	4	0	0	0	0	0	\$0	\$3,875
Task 1b: 60% Plans, Draft H&H Report, Draft Basis of Design Report												
Design and Engineering for Preferred Alternative												
60% Plan Set												
Title Sheet with site map, location map, vicinity map, sheet index			1		2							\$475
Preliminary Construction & Grading Notes, including permit conditions			4		8		2					\$2,160
Site Grading			8									\$1,560
Site Plan			2		8							\$1,510
Plan & profile (3 sheets)		2	16		16							\$5,750
Cross sections			2		8							\$1,510
Construction, Biotechnical & Erosion Control Details		2	2		8							\$1,900
Erosion Control Plan		2	2		8							\$1,900
Planting Plan		4			8							\$1,900
Plant Details, planting notes and prelim Plant Schedule		4			4							\$1,340
QC and Production for submittal	4		4		8	2	2					\$3,320
Technical specification outline			2		4							\$950
Design Conditions Hydraulic Model			8	16								\$3,880
Draft H&H report		4	16		20		8					\$7,740
Preliminary Construction Estimate	2	10	6		20							\$6,330
Task 1b subtotal	6	28	73	16	122	2	12	0	0	0	\$0	\$42,225
Task 1c: 90% Plans, Draft Technical Specifications, Final H&H Report												
90% Plan Set												
Title sheet revisions			1		2							\$475
Construction & Grading Notes revisions			1		2							\$475
Site Plan revisions			4		2							\$1,060
Plan & Profile revisions			4		4							\$1,340
Cross Section revisions			1		4							\$755
Construction, Biotechnical & Erosion Control Details revisions		4	12		12							\$4,800
Erosion Control Plan revisions		1	1		4							\$950
Planting Plan & Planting Detail revisions, Planting Notes and Plant Schedule revisions		4	1		4							\$1,535

		Principal Landscape Architect/ Project Principal	Principal Civil Engineer /Project Manager	Assistant Engineer III (modeling)	Civil Engineer I	Principal Enviro Planner	Environ Planner II	Principal Vegetation Ecologist	Senior Wildlife Biologist (III)	Vehicle Travel	Consultants /materials	Line Item Subtotal	
	\$278,900												
Task		\$205	\$195	\$145	\$140	\$170	\$130	\$150	\$130	\$75	1.15	Cost	
QC and Production for submittal		4	4	2	4	1	1					\$2,850	
Draft Technical Specifications		2	2	8	16		2					\$4,860	
Review/Modify Front End Specs Including Bid Sched (Division 00) (Written by Sonoma Water)		4	2	4	8							\$3,110	
Revise H&H Report				8	16		8					\$4,840	
Prepare Tech Memo summarizing design parameters				4	8		4					\$2,420	
Geotechnical plan set review			2								\$1,000	\$1,930	
Task 1c subtotal		10	19	53	0	86	1	15	0	0	0	\$1,000	\$31,400
Task 1d: 99% Plans Cost Estimate & Revised Technical Specifications													
99% Plan Set													
Revisions to 90% plan				8	8							\$2,680	
QC and Production for submittal			4	4	4	1	1					\$2,420	
Final Technical Specifications (Division 01)		2	2	4	8		4					\$3,220	
Final Front End Specs (Division 00)		2		2								\$800	
Prepare Design Notebook				2	4		4					\$1,470	
Task 1d subtotal		4	6	20	0	24	1	9	0	0	0	\$0	\$10,590
Task 1e Final 100% Construction Drawings and Technical Specifications													
Plan Set Final (ADA-compliant) conformed for construction (3 Hard copies + PDF. ACAD available upon request)					6		4					\$1,360	
QC, Plan production and submittals			4	4	4							\$2,120	
Final technical specifications conformed for construction					6		8					\$1,880	
Final H&H Report (ADA-compliant)				6	6							\$2,010	
Final Construction Cost Estimate		2	6	2	12							\$3,650	
Task 1e subtotal		2	10	12	0	34	0	12	0	0	0	\$0	\$11,020
Task 1f Design Review Meetings													
Preparation and coordination for kickoff and 30% design review meeting				2		1						\$560	
Kickoff meeting, 30% design review meeting		2	4	4	2	2	2					\$2,850	
Preparation and coordination for 65% design review meeting				2								\$390	
65% Plan Set Review mtg			4	4	4					1		\$2,195	
Preparation and coordination for 90% design review meeting				2								\$390	
90% Plan Set Review meeting			4	4	4					1		\$2,195	
Preparation and coordination for 99% design review call				2								\$390	
99% design call			2	2								\$780	
Task 1f subtotal		2	14	22	0	10	3	2	0	0	2	\$0	\$9,750

	Founding Principal	Principal Landscape Architect/Project Principal	Principal Civil Engineer /Project Manager	Assistant Engineer III (modeling)	Civil Engineer I	Principal Enviro Planner	Environ Planner II	Principal Vegetation Ecologist	Senior Wildlife Biologist (III)	Vehicle Travel	Consultants /materials	Line Item Subtotal
\$278,900												
Task	\$205	\$195	\$195	\$145	\$140	\$170	\$130	\$150	\$130	\$75	1.15	Cost
Prepare CEQA powerPoint slides for CEQA document adoption and project approval hearing						4	4					\$1,200
Notice of Determination							2					\$260
Task 3b subtotal	2	2	17	0	6	181	207	7	13	1	\$ -	\$65,450
Task 3c. Regulatory Permitting												
Prepare permitting project description and impact quantities			2		2	4	12					\$2,910
Avoidance/minimization measures	2		2			6	6	2	2			\$3,160
Biological Assessment USFWS/NMFS (California freshwater shrimp/steelhead)			2			24			56			\$11,750
Draft and Final Mitigation and Monitoring Plan			4			8	8		16			\$5,260
Permit application packages												
Corps §404 Nationwide Permit, USFWS, NMFS			2			16	24		8			\$7,270
RWQCB §401 WQ Certification			2				24					\$3,510
CDFW §1602 LSAA			2				32					\$4,550
CDFW §2081 Incidental Take Permit (if necessary)	2		2			12	36		4			\$8,040
Permit Tracking & response to inquiries		2				6	16					\$3,490
On-site agency meeting, if necessary		3	3			3	3					\$2,070
Task 3c subtotal	4	5	21	0	2	79	161	2	86	0	\$ -	\$52,010
Task 3 Total	6	7	41	0	8	278	368	23	151	2	4000	\$134,640
Task 4 Project Management												
Project Management	2	4	16			14						\$6,690
Task 4 Total	2	4	16	0	0	14	0	0	0	0	\$ -	\$6,690
Total	33	115	289	24	390	299	418	23	151	17	\$ 5,000	\$278,900

3. BUDGET FOR FOURTH, FIFTH, AND SIXTH AMENDED AGREEMENTS:

	Project Principal/Registered Landscape Architect \$205	Principal Civil Engineer \$205	Principal Env. Planner \$190	Principal Vegetation Ecologist \$175	Registered Civil Engineer I \$155	Env. Planner II \$150	Sr. Wildlife Biologist/Botanist/Vegetation Ecologist (III) \$150	EIT/Assistant Engineer/Assistant Landscape Architect I \$120	Travel \$75	Line Item Subtotal Cost	
Major Tasks Summary											
Task 1C	90% Construction Documents										
Task 1C	20	44	5	0	0	0	4	72	1	\$23,385	
Task 1D	99% Construction Documents										
Task 1D	3	6	2	0	0	0	0	10	0	\$3,425	
Task 1E	Final Construction Documents										
Task 1E	3	4	1	0	0	0	0	8	0	\$2,585	
Task 3B	CEQA Compliance										
Task 3B	0	1	4	4	0	0	16	2	0	\$4,305	
Task 3C	Regulatory Permitting										
Task 3C	0	0	20	0	16	8	2	0	0	\$7,780	
Task 4	Project Management										
Task 4	2	10	6	0	0	0	0	0	0	\$3,600	
TOTAL	28	65	38	4	16	8	22	92	1	\$ 45,080	
Task 1C 90% Construction Documents											
	Expanded Design Scoping (site visit, concept design meetings and rendering, internal meetings, additnl survey request, cost estimating, etc...)	8	16	4			4	18	1	\$8,515	
	Update 90% Plan Set to include expanded repair									\$0	
	Civil3D Grading		4					6		\$1,540	
	Titlesheet							2		\$240	
	Construction Notes		1					2		\$445	
	Site & Demo Plan		1					2		\$445	
	Grading Plan		2					4		\$890	
	Profiles and Sections		2					4		\$890	
	Construction Details	2	2					8		\$1,780	
	Erosion Control & Reveg Plan	2	1					4		\$1,095	
	QC and Revisions	1	1	1				4		\$1,080	
	90% Specifications revisions	2	4					6		\$1,950	
	Basis of Design Report revisions	2	4					6		\$1,950	
	90% Construction Cost Estimate revisions	2	4					6		\$1,950	
	Update Bid Schedule	1	2							\$615	
	subtotal	20	44	5	0	0	0	4	72	1	\$23,385
Task 1D 99% Construction Documents											
	Revisions to 90% plans	2	4	2				8		\$2,570	
	Final technical specs	1	2					2		\$855	
	subtotal	3	6	2	0	0	0	10	0	\$3,425	
Task 1E Final Construction Documents											
	Revisions to 99% plans	1	2	1				4		\$1,285	
	Final construction cost estimate	2	2					4		\$1,300	
	subtotal	3	4	1	0	0	0	8	0	\$2,585	
Task 3a Special Studies											
	Revise biological resources assessment report			4	2			8		\$2,310	
	Revise wetland delineation/aquatic species assessment		1		2			8	2	\$1,995	
	subtotal	0	1	4	4	0	0	16	2	\$4,305	
Task 3b CEQA Compliance											
	Revise CEQA project description		2	10		8				\$3,550	
	subtotal	0	2	10	0	8	0	0	0	\$3,550	
Task 3b Regulatory Permitting											
	Revise permitting project description and impact quantities			8		8				\$2,760	
	Revise avoidance/minimization measures			4			2			\$1,060	
	Revise permit applications			8		8	8			\$3,960	
	subtotal	0	0	20	0	16	8	2	0	\$7,780	
Task 4 Project Management											
	Project Management	2	10	6						\$3,600	
	subtotal	2	10	6	0	0	0	0	0	\$3,600	

Exhibit E

Map

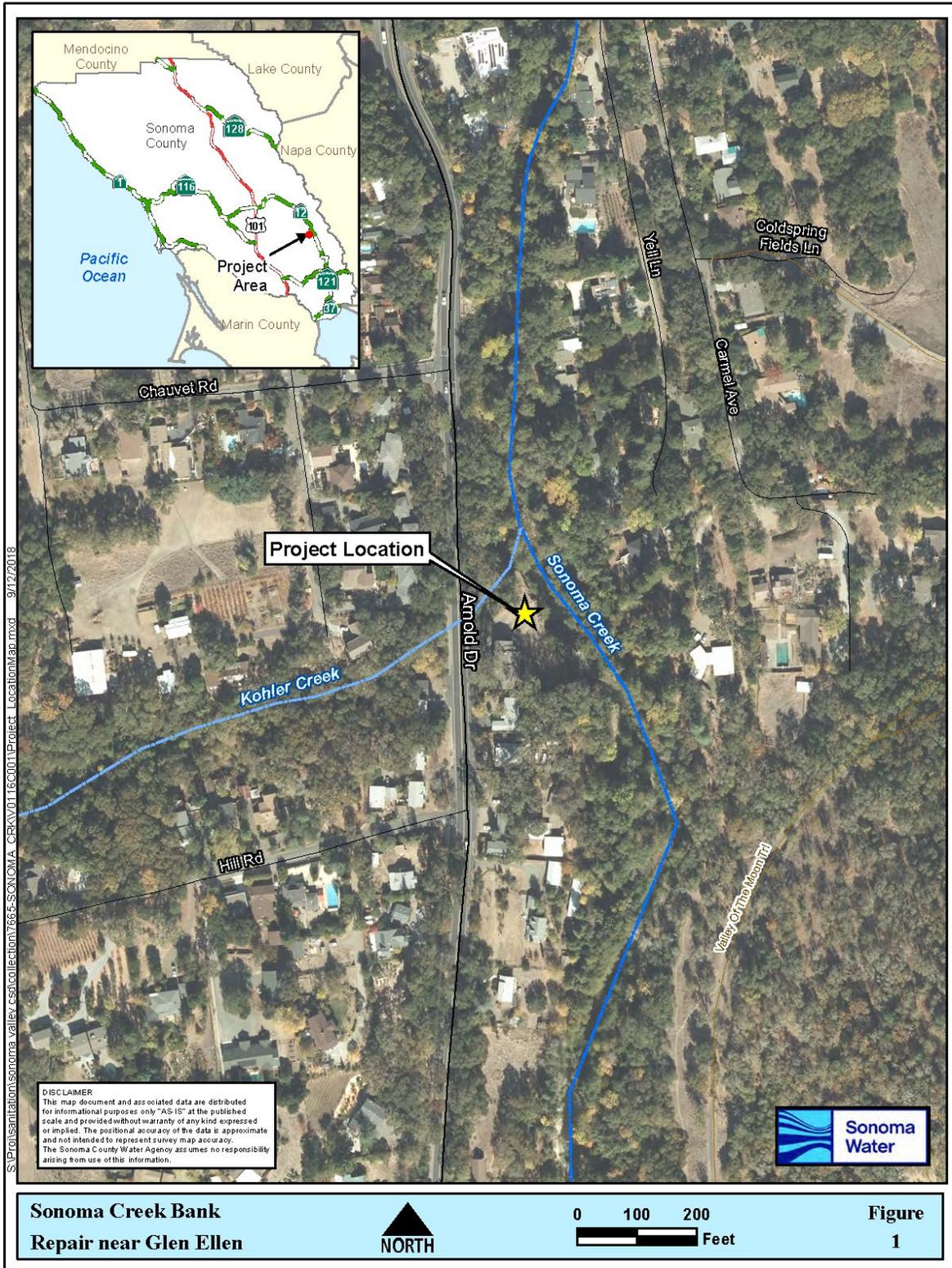


Exhibit F

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.

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

1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
 - b. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Consultant.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the District.
 - d. Sonoma County Water Agency and Sonoma Valley County Sanitation District, their officers, agents, and employees, shall be endorsed as additional

insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

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

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.

- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
- 1.5. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference:
TW 18/19-024F.
 - 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 District 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 Valley County Sanitation District, c/o Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- 1.7. Policy Obligations
- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.8. Material Breach
- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase

the required insurance, and without further notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.