

DRAFT Agreement for Engineering and Design Services for Occidental County Sanitation District to Graton Community Services District Wastewater Transfer Pipeline Design Project

This agreement ("Agreement") is by and between **Occidental County Sanitation District** ("District") and **Water Systems Consulting, 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 5.1.

RECITALS

- A. Consultant represents that it is a duly qualified and licensed engineering firm, experienced in engineering and design of wastewater transfer pipelines and related services.
- B. Sonoma County Water Agency operates and manages 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 has been challenged to provide affordable wastewater services to its small customer base and relies on subsidies received from Sonoma County Water Agency (Sonoma Water) to provide a substantial portion of its operating and capital improvement costs.
- D. Graton Community Services District (Graton) approached District several years ago to express interest in providing wastewater treatment and disposal services to District. Based on a feasibility study conducted by District, there is potential for both Graton and District to realize significant benefits by connecting their systems together via the Occidental County Sanitation District to Graton Community Service District Wastewater Transfer Pipeline Project (Project).
- E. Funding for the Project comes in part from the Congressionally-directed Community Grant program, administered by the U.S. Environmental Protection Agency. District shall be the Lead Agency for CEQA purposes. Potential future funding for the Project may come from a State Revolving Fund loan.
- F. Under this Agreement, Consultant will provide engineering and design services and environmental compliance services for the Project.

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

AGREEMENT

1. RECITALS

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

2. **LIST OF EXHIBITS**

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

- a. Exhibit A: Scope of Work.
- b. Exhibit B: Schedule and Submittals.
- c. Exhibit C: District Standards.
- d. Exhibit D: Map.
- e. Exhibit E: Schedule of Costs.
- f. Exhibit F: Estimated Budget for Scope of Work.
- g. Exhibit G: Federal Terms and Conditions.
- h. Exhibit H: Insurance Requirements.

3. **SCOPE OF SERVICES**

3.1. *Consultant's Specified Services:* Consultant shall perform the services and provide submittals outlined in Exhibit A (Scope of Work) within the times or by the dates provided for in Exhibit B (Schedule and Submittals) and pursuant to Exhibit C (District Standards) and Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A (Scope of Work) or Exhibit C (District Standards), 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: Parastou Hooshialsadat 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-547-1961 Email: Parastou.Hooshialsadat@scwa.ca.gov | Contact: Rob Natoli 1150 Iron Point Road, Suite 125 Folsom, California 95630 Phone: 916-778-4288 extension 350 Email: rnatoli@wsc-inc.com |
| Construction Management Principal Engineer: Mike West Phone: 707-547-1984 Email: Mike.West@scwa.ca.gov Grant Manager: Devin Chatoian Phone: 707-524-3783 Email: Devin.Chatoian@scwa.ca.gov | |

| District | Consultant |
|--|---|
| 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Environmental Specialist: Jeff Church Phone: 707-547-1949 Email: jeff.church@scwa.ca.gov | |
| Remit invoices to: Accounts Payable Same address as above, or Email: ap.agreements@scwa.ca.gov | Remit payments to: Attn: Accounts Receivable Water Systems Consulting, Inc. 805 Aerovista Place, Suite 201 San Luis Obispo, California 93401 |

- 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 in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by 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 | Rob Natoli |
| Quality Assurance/Quality Control | Jeff Lawrence |

- 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 \$1,757,103.
- 4.2. Phase 1 Costs:
- a. Total costs for all work except Optional Task shall not exceed \$1,438,254.
 - b. Total costs for Optional Task, if requested in writing by District, shall not exceed \$80,000.
 - c. No more than \$1,150,000 will be paid until 60% submittal is submitted.
- 4.3. Phase 2 Costs:
- a. Total costs for all work except Optional Task shall not exceed \$218,849.
 - b. Total costs for Optional Task, if requested in writing by District, shall not exceed \$20,000.
 - c. No more than \$138,359 will be paid until the final submittal is submitted.
- 4.4. *Method of Payment:* Consultant shall be paid in accordance with Exhibit E (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit E. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.5. *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. Agreement title and TW 21/22-036.
 - c. District's Project-Activity Code 00058C001.
 - d. Task and subtask performed with an itemized description of services rendered by date.
 - e. Summary of work performed by subconsultants, by task and subtask, as described in Paragraph 15.4.
 - f. Time in quarter hours devoted to the task and subtask.

- g. Hourly rate or rates of the persons performing the task and subtask.
 - h. List of reimbursable materials and expenses.
 - i. Copies of receipts for reimbursable materials and expenses.
- 4.6. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 3, Paragraph 3.1.a, and Task 4, Paragraph 4.2, of Exhibit A (Scope of Work).
- 4.7. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit F (Estimated Budget for Scope of Work). Exhibit F 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.
- 4.8. *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.
- 4.9. Taxes Withheld by District:
 - a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, 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 4.9.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 4.9.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 17 (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.
- 4.10. Federal Funds:
 - a. Consultant is informed and aware that this Agreement will be funded by a grant from U.S. Environmental Protection Agency (award number OMB 97T07401), which grant is conditioned upon various terms that apply to

Consultant. Consultant has reviewed the required federal contract provisions attached hereto as Exhibit G (Federal Terms and Conditions) and hereby agrees to comply with them. If there is a conflict between terms in this Agreement and Exhibit G, the federal terms and conditions will prevail.

6. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

6.1. *Term of Agreement:*

- a. This Agreement shall expire on December 30, 2028, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma County Water Agency's General Manager shall have the ability to extend the term of this Agreement for up to two additional years by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by District and Consultant..

7. TERMINATION

- 7.1. *Authority to Terminate:* District's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 7.2. *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.
- 7.3. *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.
- 7.4. *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 12.12 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.
- 7.5. *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.

- 7.6. *Change in Funding:* Consultant understands and agrees that District shall have the right to terminate this Agreement immediately upon written notice to Consultant in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which District anticipated using to pay Consultant for services provided under this Agreement or (2) District has exhausted all funds legally available for payments due under this Agreement.

8. INDEMNIFICATION

- 8.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and Occidental County Sanitation District, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency and Occidental County Sanitation District, their officers and employees, from and against any damages, liabilities, disabilities, or expenses, incurred by Sonoma County Water Agency or District as a result of third-party tort claims to the extent caused by the willful misconduct or negligent act, error or omission of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on Sonoma County Water Agency or Occidental County Sanitation District's part, but, to the extent required by law, excluding liability due to Sonoma County Water Agency or Occidental County Sanitation District's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

9. INSURANCE

- 9.1. 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 H (Insurance Requirements).

10. PROSECUTION OF WORK

- 10.1. Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high

water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

11. EXTRA OR CHANGED WORK

11.1. 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.

12. CONTENT ONLINE ACCESSIBILITY

- 12.1. *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.
- 12.2. *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)), District's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/> and District's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.
- 12.3. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such submittals. 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.

- 12.4. *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 submittal 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.
- 12.5. *District's Rights Reserved:* Notwithstanding the foregoing, District may accept submittals 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.

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. *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.
- 13.5. *Accounting and Auditing Standards; Financial Management Systems; Records Retention:* Consultant must maintain separate books, records, and other material relative to the Project. Consultant must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a five (5) years after Work Completion. Such books, records, and other material shall be subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by District, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, or any authorized representatives of the aforementioned. Consultant shall allow interviews during normal business hours of any employees who might reasonably have information related to such records. The provisions of this section survive the term of this Agreement
- 13.6. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by 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.

- 13.7. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 13.8. *No Discrimination:* During the performance of this Agreement, Consultant and its subcontractors must not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- a. Consultant and its subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
 - b. Consultant and its subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.; Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
 - c. Consultant and its subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 13.9. *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.
- 13.10. *Drug-Free Workplace Certification (Certification of Compliance):* By signing this Agreement, Consultant, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Consultant's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of Consultant's drug-free policy statement, and
 - ii. Will agree to abide by terms of Consultant's condition of employment, contract or subcontract.

13.11. *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 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 plans and specifications as District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of District.

13.12. *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.

13.13. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.

13.14. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to technical information and materials pertaining to District's sensitive information or data determined by District to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by District of Confidential Information to Consultant, Consultant and its agents shall hold any material or information designated by District as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of District, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Consultant shall give District written notice and a copy of the request and the time period, if any, within which Consultant is required to respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to District. Consultant's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 12.12, Consultant agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.

13.15. *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:

| <i>Full Legal Name</i> | <i>Type of Services</i> | <i>Prevailing Wages Apply? Y/N</i> |
|---------------------------------------|---|--------------------------------------|
| J. Calton Engineering | Electrical design | N |
| Cinquini & Passarino, Inc. | Land surveying | Y (for field work only) |
| Fugro USA Land, Inc. | Geotechnical support | Y (for drilling and field work only) |
| Northwest Hydraulic Consultants, Inc. | Surge analysis | N |
| Rincon Consultants, Inc. | Environmental documentation preparation and support | N |

16.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 15.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 15.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 15.2:

- 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.
- c. Outreach to Disadvantaged Business Enterprises (DBE) is required for additional subconsultants. Consultant shall follow the Affirmative Socioeconomic Steps in Exhibit G (Federal Terms and Conditions). Contact the Grant Manager listed in Paragraph 3.2 for further information prior to entering into any contract with a subcontractor or subconsultant.

16.4. *Summary of Subconsultants' Work:* Consultant shall provide District with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.5. 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. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS

- 17.1. *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.
- 17.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 16.

18. MISCELLANEOUS PROVISIONS

- 18.1. *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.

- 18.2. *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.
- 18.3. *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.
- 18.4. *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.
- 18.5. *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.
- 18.6. *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.
- 18.7. *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.
- 18.8. *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.

- 18.9. *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.
- 18.10. *Time of Cardinal Importance:* Time is and shall be of cardinal importance for this Agreement and every provision hereof.
- 18.11. *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.

/

/

DRAFT

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

Reviewed as to funds:

TW 21/22-036

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

Approved as to form:

By: _____
Verne Ball, Deputy County Counsel

Insurance Documentation is on file with
District

Date/TW Initials: _____

Occidental County Sanitation District

Water Systems Consulting, Inc., a California
corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
September 23, 2025

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

DIR Registration #: 1000048177

Exhibit A

Scope of Work

1. PROJECT DESCRIPTION

- 1.1. The work includes the design of approximately 7 miles of 4" or 6" sewer force main from the Occidental lift station to the Graton Community Service District collection system. The Project also includes pump station and hydraulic design for this sewer transfer pipe. Ancillary services include survey, geotechnical investigation, CEQA, federal cross-cutters assistance, and environmental regulatory permit application preparation.
- 1.2. The work will be done in two phases:
 - a. Phase 1 (P1): EPA Community Grant: Scope of Work includes design development to the completion of 90% design submittal, utility research, CEQA compliance work, geotechnical investigations, surveying services, and right-of-way and easement support.
 - b. Phase 2 (P2): State Revolving Fund (SRF): Scope of Work includes 99% and final design submittals and consultant services during bidding and construction. Right-of-way acquisition will be performed by District as part of Phase 2.

2. HAZARDOUS WASTE

- 2.1. Services relating to the identification, investigation, or remediation of hazardous waste contamination are not included in the Scope of Work.

3. PHASE 1 TASKS

- 3.1. Phase 1 Task 1: Project Management
 - a. Task P1-1.1: Monthly Reports
 - i. Prepare monthly reports. Submit to District in accordance with the date listed for this deliverable.
 - ii. Include the following in each monthly report:
 - a) A detailed list of work performed.
 - b) Dates and subject of meetings conducted, meeting attendees, and summary of meeting results.
 - c) Other information as appropriate or as requested by District.

| Deliverable | Due Date |
|--------------------|-----------------------|
| Monthly Report | Monthly with invoices |

- b. Task P1-1.2: Meetings and Site Visits
 - i. Schedule and participate in monthly meetings to discuss project requirements, constraints, environmental review, permitting, and project deliverables.
 - ii. Conduct site visits to discuss operation of Occidental lift station and review alignment.
 - iii. Prepare meeting agendas and meeting minutes, including action items, and submit in accordance with Paragraph 3.11.
- 3.2. Phase 1 Task 2: CEQA and Permitting Support
 - a. Task P1-2.1: CEQA and Permitting Initiation
 - i. CEQA and Permitting Kickoff Meeting
 - a) One meeting to discuss schedule and milestones for CEQA plus (including federal cross cutters) process, data collection, and permit application packages.
 - ii. Prepare an Initial Study and the subsequent CEQA document required by the Initial Study results. Prepare a detailed CEQA, federal cross cutters, and permit applications schedule for District's review and input.
 - a) This scope of work assumes that an Initial Study/Mitigated Negative Declaration (IS/MND) will be required for the project. A full Environmental Impact Report (EIR) is not included in this Scope of Work.
 - iii. Prepare a Project Description suitable for use in the CEQA document and to support permit application preparation.
 - a) The Project Description shall describe the proposed transfer pipeline details and alignment area, including staging areas, and be suitable for analyzing the proposed project's construction, operations, and maintenance impacts. The Project Description shall also discuss which separate environmental permits are also part of the overall environmental compliance process. The Project Description shall be provided to District for review and approval prior to commencing with the CEQA analyses.
 - iv. Assist District with AB52 consultation by providing District with a summary description of the proposed project and exhibits to include in AB52 notifications.
 - b. Task P1-2.24: Natural Resources Technical Studies
 - i. Prepare Biological Resources Assessment Report
 - a) Document existing biological conditions within the Project alignment and determine potential impacts to special-status resources based on current Project plans. This effort shall include special-status species identified in California Natural Diversity Database (CNDDDB), United States Fish and Wildlife Service (USFWS), National Marine

- Fisheries Service (NMFS), and California Native Plant Society (CNPS) lists as having the potential to occur in the Project area.
- b) A Certified Arborist will provide tree data for up to 100 trees in the project work or staging areas, including species, diameter at breast height, diseases, treatments, impact categories and proposed actions (retention / removal) with reason for action. This information, along with best management practices, photos, conclusions and recommendations for the trees will be provided in a Certified Arborist Report.
 - c) Prior to conducting field surveys, coordinate with California Department of Fish and Wildlife (CDFW) to identify appropriate level of botanical surveys to be conducted, including protocol-level surveys in accordance with (CDFW) Protocol for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Sensitive Natural Communities (CDFW 2018; <https://wildlife.ca.gov/Conservation/Survey-Protocols#377281280-plants>). A qualified biologist shall also provide an assessment of potential northern spotted owl (NSO) nesting habitat within the Project site and a 0.25-mile radius and obtain CDFW's written acceptance of the assessment.
 - d) Conduct a field reconnaissance survey to document existing biological conditions within the Project alignment plus a 100-foot buffer and determine the potential presence of special-status biological resources.
 - e) Upon completion of the field reconnaissance survey, recommend any additional species-specific or protocol level studies necessary. Botanical surveys will be appropriately timed for target plant species and conducted per CDFW protocols (CDFW 2018). Additional wildlife and aquatic species surveys that may be required should be coordinated with District environmental staff.
 - f) Document the findings in a Biological Resources Assessment report. The report will include description of the biological setting of the Project alignment, a description of the survey timing and methods utilized, inventory of plant and wildlife species observed, habitat mapping, assessment of the presence or potential presence of special-status biological resources, analysis of potential Project impacts to special-status biological resources, and recommended measures to avoid, minimize, and/or mitigate potential impacts, including addressing applicable requirements of Sonoma County riparian corridor and tree ordinances.
- ii. Prepare Aquatic Resources Delineation Report
 - a) Conduct a jurisdictional delineation within the Project alignment and a 100-foot buffer to assess and map the extent of waters that may be afforded regulatory protection by federal, state, and local regulatory agencies in accordance with United States Army Corps of

Engineers (USACE) and State Water Resources Control Board (SWRCB) protocols. The delineation is assumed to be limited to three crossings of Purrington Creek, two crossings of Dutch Creek, and one crossing at Atascadero Creek. The jurisdictional delineation task will include a desktop review, a field survey, and preparation of an aquatic resources delineation report to be used to provide an overview of potential impacts to jurisdictional waters to support CEQA analysis and regulatory permitting.

- b) The field survey will be conducted concurrently with the biological resource assessment survey to reduce costs. The survey will be conducted by two biologists over the course of two 10-hour field days.
 - c) The aquatic resources delineation report will include an introduction and background of the Project, a discussion of methods used for the jurisdictional delineation study, and the results and conclusions of the study, including the field data collected, and a presentation of findings including acreages and narrative descriptions of all aquatic resources delineated.
 - d) Using aerial imagery and topographic mapping of the Project site, overlay data collected using a Global Positioning System (GPS) unit capable of sub-meter accuracy, to present the locations of wetland sample pits, limits of the wetlands and channel bed and banks, and limits of riparian vegetation observed during the field survey.
- c. Task P1-2.3: Cultural Resources Technical Study
- i. Assess the potential for implementation of the Project to impact cultural resources afforded protection under federal, State, and/or local regulations and prepare a Cultural Resources Assessment Report that entails the following steps:
 - a) Area of Potential Effects (APE) Map.
 - b) Assumes the APE will be limited to areas of direct Project ground disturbance on the new transfer pipeline alignment.
 - c) Assumes an indirect APE will not be required for the Project.
 - ii. California Historical Resources Information System Records Search
 - a) Conduct a California Historical Resources Information System records search of the Project APE and a one-mile radius at the Northwest Information Center located at Sonoma State University. The primary purpose of the records search is to identify previously recorded cultural resources known to exist within or near the Project APE.
 - b) Provide an updated records search schedule to District immediately upon submitting the records search request.
 - iii. Native American Outreach
 - a) Conduct outreach with the Native American Heritage Commission (NAHC) to request a Sacred Lands File (SLF) search and a list of Native American Contacts. The SLF search will indicate whether cultural

- resources of interest to Native Americans are present within the vicinity of the APE.
- b) Contact NAHC-listed tribes who have knowledge of cultural resources in the immediate vicinity of the APE.
 - c) Conduct up to two telephone calls to each of the tribes if necessary.
 - d) This outreach does not constitute formal Assembly Bill (AB) 52 consultation as required by CEQA. Formal government to government consultation remains the responsibility of Sonoma Water and the District.
- iv. Historic Period Cultural Resources Outreach
- a) Contact applicable local governments and local historic groups regarding their knowledge of historic period cultural resources in the immediate vicinity of the APE.
 - b) Conduct up to two telephone calls to each of the groups if necessary.
- v. Cultural Resources Pedestrian Survey
- a) Conduct a pedestrian survey of the APE. Pedestrian survey will be conducted using transects spaced at maximum intervals of 10 meters over exposed ground surface within the Project APE. Pedestrian surveys will be coordinated with District staff leading the AB52 consultation and surveys may include District staff and tribal representative/monitor participation. Assume no more than two 10-hour survey days will be required.
 - b) Built environment features will require documentation as part of the survey effort, including three bridges (one crossing Atascadero Creek and two crossing Purrington Creek) and three box culvert crossings (and three box culvert crossings (one crossing at Purrington Creek and two at Dutch Bill Creek). The three box culvert crossings may not require formal recordation and evaluation on California Department of Parks and Recreation Series 523 forms.
- vi. Cultural Resources Assessment Report
- a) Upon completion of the records search and cultural resources survey, prepare a Cultural Resources Assessment report. The report will address CEQA cultural and historic resources and Section 106, and will include figures depicting the APE, will document the results of the study, and provide management recommendations for cultural resources within the APE.
 - b) Prepare formal evaluation and documentation, including preparation of Department of Parks and Recreation Series 523 forms for up to three built environment features that must be documented.

3.3. Task P1-2.4: CEQA Assessment Document

- i. Administrative Draft IS/MND
 - a) Coordinate with District staff on the CEQA environmental review approach (including appropriate approach to analysis methodologies

and thresholds) for the purpose of preparing the Administrative Draft IS/MND analyses. The Administrative Draft IS/MND analyses will reflect the current CEQA Guidelines Appendix G checklist, Sonoma Water Procedures for Compliance with CEQA, and other recently prepared and applicable District CEQA assessments. The IS/MND will include:

| | |
|------------------------------------|------------------------------------|
| Aesthetics | Land Use Planning |
| Agriculture and Forestry Resources | Population and Housing |
| Air Quality | Mineral Resources |
| Biological Resources | Noise |
| Cultural Resources | Public Services |
| Energy | Recreation |
| Greenhouse Gas Emissions | Transportation |
| Geology and Soils | Tribal Cultural Resources |
| Hazards and Hazardous Materials | Utilities and Service Systems |
| Hydrology and Water Quality | Wildfire |
| | Mandatory Findings of Significance |

- ii. Administrative Draft IS/MND will be submitted to District for review for a period of at least one month to allow for internal and counsel review.
- b. Screen Check Public Draft IS/MND
 - i. Based on a consolidated, vetted set of comments, prepare the Screen check Public Draft IS/MND.
- c. Public Draft IS/MND and Notice of Intent to Adopt - Notice of Completion
 - i. Based on a consolidated, vetted set of comments, prepare the Public Draft IS/MND.
 - ii. Prepare a Notice of Availability/Notice of Intent to Adopt (NOI) to adopt the IS/MND and Notice of Completion (NOC) for District review and approval/signature. Submit the deliverables in accordance with Paragraph 3.11.a (Review and Acceptance of Deliverables). District will file the NOI and NOC with the Sonoma County Clerk and State Clearinghouse, post on the Sonoma Water website, coordinate and pay for newspaper legal notice publication, and circulate all required noticing to responsible and trustee agencies and other interested parties.
- d. Administrative Final IS/MND
 - i. Prepare an Administrative Final IS/MND, which will include an appendix with comments received during the Draft IS/MND public review period and AB52 consultation, and written responses to such comments. Responses to comments on the Draft IS/MND will provide reasoned analysis regarding relevant comments on the scope and content.
 - ii. Respective corrections or clarifications will also be provided in the Administrative Final IS/MND.
- e. Final IS/MND and Notice of Determination

- i. Based on a consolidated, vetted set of comments, prepare the Final IS/MND. Submit Final IS/MND and written responses to comments in accordance with Paragraph 3.11.a (Review and Acceptance of Deliverables). Prepare a Final IS/MND digital copy for electronic submittal.
 - ii. Prepare a Draft Mitigation and Monitoring and Reporting Program (MMRP) table. The Draft MMRP table will list each mitigation measure, agency, or department responsible for each measure, when monitoring must occur, the frequency of monitoring, and criteria to determine compliance with the measures. Prepare a Final MMRP, per a single consolidated set of District comments on the Draft MMRP.
 - iii. Prepare the Notice of Determination (NOD) for District review and approval. Prepare NOD digital copy for electronic submittal. Submit in accordance with Paragraph 3.11.a (Review and Acceptance of Deliverables). District will file the NOD with the Sonoma County Clerk and State Clearinghouse, post it on the Sonoma Water website, and pay all required filing fees.
- f. Task P1-2.5: Permitting Assistance
- i. Assess the potential for implementation of the Project to impact special-status natural resources, which are afforded protection under federal, State, and/or local regulations, and will identify and will prepare applications for required permits. District staff will arrange for permit fees payments and file applications. Prepare the following necessary permit application packages required:
 - a) USACE Clean Water Act Section 404 Permit application and all required supporting documentation.
 - b) North Coast RWQCB Section 401 Water Quality Certification
 - ii. Application and all required supporting documentation. Submittal of a Pre-Filing Meeting Request is required 30 days prior to submittal of the 401 Certification filing. Prepare an Alternatives Analysis and Compensatory Mitigation Plan (Paragraph 3.3.g).
 - iii. CDFW Lake or Streambed Alteration Agreement application and all required supporting documentation.
- g. Task P1-2.6: Habitat Mitigation and Monitoring Plan
- i. If directed by District, prepare a Habitat Mitigation and Monitoring Plan to meet expected recommendations and requirements of the resource agencies for impacts to jurisdictional areas associated with the Project. The plan will be prepared and submitted to the resource agencies as part of the permit packages described above and is expected to address potential impacts specific to the creek crossings and any wetlands or water of US/State potentially impacted.
- h. Task P1-2.7: Federal Permitting Support

- i. To meet anticipated federal funding requirements, aforementioned environmental technical reports will address anticipated requirements and assist with coordination regarding additional federal environmental regulations to meet federal funding requirements, including SRF federal crosscutters.
 - i. Task P1-2.8: Federal Endangered Species Act Section 7 Consultation
 - i. Before CWA Section 404 authorization can be issued for the Project, the USACE will be required to comply with Section 7 of the Endangered Species Act. Based on information in the application, the USACE could conclude a Section 7 consultation will be necessary. To support the Section 7 consultation, prepare a federal Biological Assessment report that evaluates potential Project effects to federally threatened and endangered species. One report will be prepared for each the USFWS and NMFS.
 - j. Task P1-2.9: Federal Funding Application Support
 - i. Complete the environmental portions of the funding applications using the special studies and CEQA-Plus document prepared in this proposal. Respond to informal federal agency staff questions and information requests. Provide additional materials and advise District on navigating the application process as it relates to the environmental information requirements.
 - ii. Task P1-2.10: CWSRF Application Support
 - a) Provide technical support for completing the climate change worksheet portion of the Clean Water State Revolving Fund application.
- 3.4. Phase 1 Task P3: Rights-of-Way: In accordance with Exhibit C (District Standards) with the following scope limitations.
- a. Initial Rights-of-Way Investigation: Perform a detailed investigation of the parcels (approximately 181 estimated for scoping) along the selected project corridor. Review historical records at Sonoma County Archives, Sonoma County Genealogy Society, deed research, record map research and other available public and private sources. Provide a Summary of Findings for the Initial Rights-of-Way Investigation.
 - b. Right of Way Field Surveys: Once the Initial Rights-of-Way Investigation is complete, boundary and right of way monuments will be field located throughout the project corridor. After field surveys are complete along the project corridor where boundary and right-of-way surveys were performed and provide the information to the design team for their use. If right-of-way is resolved at any location, we will prepare and file a Record of Survey map with the County of Sonoma.
 - c. Legal Descriptions and Plats: Up to ten (10) legal descriptions and plats for right of way acquisition will be prepared. Title reports for right of way acquisitions will not be provided.

- 3.5. Phase 1 Task P 4: Phase 1 Cost Estimates: In accordance with Exhibit C (District Standards).
- 3.6. Phase 1 Task 5: Phase 1 Design Services (Plans, Specifications, Engineer's Estimate of Probable Construction Costs for 30%, 60% and 90% Submittals and Project Engineering Report): In accordance with Exhibit C (District Standards), except as modified below. Double-underline designates text to be inserted; ~~strikeout~~ designates text to be deleted.
- a. ~~Design Report~~ Project Engineering Report:
- i. Prepare project engineering report (Project Report) that complies with the Project Report requirements for CWSRF Financial Assistance Application for Construction and includes, but is not limited to, the items below:
- a) Title page with name of Project, name of preparer, preparer's company name and address, and date, and engineer's stamp and signature
- b) Table of Contents
- c) Description of the project area, including land use, system users, population, and trends
- d) Description of existing facilities, wastewater characteristics, and current water quality
- e) Alternatives analysis
- f) Conceptual design criteria the installation of a new force main from the Occidental lift station to connect to GCSD's collection system including modifications to the existing Imhoff tank lid to accommodate the new lift station.
- g) Construction cost estimate including life cycle cost estimate based on time of construction.
- h) Other information to support the assessment and analysis.
- b. Add the following to Paragraph 6.1.a.ix.
- c) Conduct a geotechnical analysis:
- i. Research existing geotechnical data, geologic maps, and groundwater data.
- ii. Create a detailed geologic hazards map of the pipeline corridor from desktop interpretation of lidar topographic data and field reconnaissance. Map will identify and delineate specific areas of concern. Prepare a memo presenting and discussing the findings.
- iii. Propose and mark boring locations in the field and notify Underground Service Alert for utility clearance prior to subsurface investigations.
- iv. Perform a subsurface investigation along the alignment. The investigation will include twenty (20) 5-foot borings within the existing roadway easements and four (4) 50-foot borings at the creek and culvert crossing that may require trenchless installation. For the

20 shallow borings, it is assumed no soil cuttings will be generated and any soil not collected will be used to partially backfill the drillhole. For the four 50-foot borings, it is assumed that soil cuttings from the borings will need to be containerized in 55-gallon drums, characterized for soil disposal purposes, and disposed of at a landfill upon receiving the environmental analytical test results. It is assumed that Sonoma Water will provide a facility in close proximity to the work for temporary storage of the drums while awaiting analytical test results.

- v. Geotechnical laboratory testing will be performed on selected samples including unit weight and moisture content, grain size analysis, Atterberg limits, shear strength, corrosivity testing, and naturally-occurring asbestos in bedrock samples
- vi. Prepare a draft and final Geotechnical Investigation Report including project and site description, boring logs, laboratory results, findings and recommendations.

d) Surge analysis

- i. Develop and use system hydraulic grade line to perform surge analysis simulations for the operation of the lift station.
- ii. Evaluate the results (i.e., predicted maximum and minimum pressures) of the pressure surge analysis simulations and determine whether surge control measures are required to protect the system from adverse pressure transients created by the loss of power and start-up of the pumps at the lift station and close/open operation of the valves.
- iii. If surge protection is deemed necessary, determine surge control measures for the system.
- iv. Prepare technical memoranda including physical facilities, component data, findings and surge control recommendations. Recommendations for lift station pump start-up and closing and opening of valves shall also be included.

- 3.7. Phase 1 Task P6: Surveying Services: In accordance with Exhibit C (District Standards except as modified below: Clarification:
 - a. Surveying team will locate and survey up to 100 tree tags set as outlined in Task P1-2.2.
- 3.8. Phase 1 Task P7: Phase 1 Drafting Services: In accordance with Exhibit C (District Standards).
- 3.9. Phase 1 Task P8: Phase 1 Specifications Preparation: In accordance with Exhibit C (District Standards).
- 3.10. Phase 1 Optional Task P9: Additional Services – Cost Included in Agreement.
 - a. Do not proceed with this task unless requested in writing by District.

- b. Perform additional services as requested by District to support the work under this Agreement. The additional services will be agreed to by Consultant and District and described in writing by District.

| Deliverable | Due Date |
|--------------------|------------------|
| To be determined | To be determined |

3.11. Phase 1 Deliverables:

- a. Review and Acceptance of Deliverables
 - i. First Draft: Prepare each deliverable in draft form and submit to District for review and approval in accordance with the date listed for the deliverable in the applicable task or Exhibit B (Schedule and Submittals). District will return the draft deliverable to Consultant with comments or approval in writing.
 - ii. Subsequent Draft(s): If District requests revisions, revise the draft deliverable and resubmit for District approval.
 - iii. Meeting (if applicable): Attend a review meeting with District to discuss comments on the draft deliverable.
 - iv. Final: Following District approval and prior to District's acceptance of work under this Agreement, submit the final approved deliverable to District in accordance with the date listed for the deliverable in the applicable task or Exhibit B (Schedule and Submittals).
- b. Unless otherwise indicated, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to District.
- c. Comply with requirements of Article 11 (Content Online Accessibility).

4. PHASE 2 TASKS

- 4.1. Do not begin Phase 2 Project Components until directed by District.
- 4.2. Phase 2 Task P1: Monthly Reports
 - a. Prepare monthly reports. Submit to District in accordance with the date listed for this deliverable.
 - b. Include the following in each monthly report:
 - i. A detailed list of work performed.
 - ii. Dates and subject of meetings conducted, meeting attendees, and summary of meeting results.
 - iii. Other information as appropriate or as requested by District

| Deliverable | Due Date |
|--------------------|-----------------------|
| Monthly Report | Monthly with invoices |

- 4.1. Phase 2 Task 3: Phase 2 Cost Estimates: In accordance with Exhibit C (District Standards).
- 4.2. Phase 2 Task 4: Phase 2 Design Services (Plans, Specifications, Engineer's Estimate of Probable Construction Costs for 99% and Final Submittals): In accordance with Exhibit C (District Standards).
- 4.3. Phase 2 Task 5 - Phase 2 Drafting Services: In accordance with Exhibit C (District Standards).
- 4.4. Phase 2 Task 6 - Phase 2 Specifications Preparation: In accordance with Exhibit C (District Standards).
- 4.5. Phase 2 Task 7 – Operations and Maintenance Manual(s) Modifications: In accordance with Exhibit C (District Standards).
- 4.6. Phase 2 Task 8 – Assistance During Bidding and Construction: In accordance with Exhibit C (District Standards), except as modified below. Double-underline designates text to be inserted; ~~strikeout~~ designates text to be deleted.
 - 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) Article 8 and Article 9.
 - b) District-provided drafting standards and standard form for addenda.
 - c) ~~Submit within 2 working days after request.~~
 - 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 ~~25~~ 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. ~~Provide complete responses within 21 calendar days of receipt for submittals and within 10 calendar days for RFIs.~~

- 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 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.

- 4.7. Phase 2 Optional Task 9: Additional Services – Cost Included in Agreement.
- a. Do not proceed with this task unless requested in writing by District.
 - b. Perform additional services as requested by District to support the work under this Agreement. The additional services will be agreed to by Consultant and District and described in writing by District.

| Deliverable | Due Date |
|------------------|------------------|
| To be determined | To be determined |

4.8. Phase 2 Deliverables:

- a. Review and Acceptance of Deliverables
 - i. First Draft: Prepare each deliverable in draft form and submit to District for review and approval in accordance with the date listed for the deliverable in the applicable task or Exhibit B (Schedule and Submittals). District will return the draft deliverable to Consultant with comments or approval in writing.
 - ii. Subsequent Draft(s): If District requests revisions, revise the draft deliverable and resubmit for District approval.
 - iii. Meeting (if applicable): Attend a review meeting with District to discuss comments on the draft deliverable.
 - iv. Final: Following District approval and prior to District's acceptance of work under this Agreement, submit the final approved deliverable to District in accordance with the date listed for the deliverable in the applicable task or Exhibit B (Schedule and Submittals).
- b. Unless otherwise indicated, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to District.
- c. Comply with EPA Acknowledgment requirement (Exhibit G) and requirements of Article 11 (Content Online Accessibility).

5. **SUBMITTAL OF DOCUMENTS**

- 5.1. In accordance with Exhibit C (District Standards).

Exhibit B

Schedule and Submittals

| MILESTONE | DOCUMENTS TO BE SUBMITTED | CALENDAR DAYS |
|--|---|---|
| Phase 1: Kick-off Meeting | - | 7 calendar days following Notice to Proceed for Phase 1 |
| Phase 1: Design Workshop Submittal | <ul style="list-style-type: none"> Draft Project Engineering Report Assumptions and preliminary conclusions to be included in the draft Project Engineering Report | within 101 calendar days after Kick-off meeting |
| Phase 1: Design Workshop Review Meeting | - | within 10 calendar days of Design workshop submittal. |
| Phase 1: 30% Design Submittal | <ul style="list-style-type: none"> 30% Drawings Final Project Engineering Report | 64 calendar days after Design Workshop |
| Phase 1: 30% Design Review Meeting | - | within 25 calendar days after 30% Design Submittal |
| Phase 1: 60% Design Submittal | <ul style="list-style-type: none"> Drawings Technical specifications Bid item descriptions Construction schedule Design Notebook Project Survey Control binder Biological Resources Assessment Report Jurisdictional Waters and Wetlands Delineation Report Cultural Resources Assessment Report | 92 calendar days after 30% Design Review Meeting |
| Phase 1: 60% Design Review Meeting | - | within 21 calendar days after 60% Design Submittal |
| Phase 1: 90% Design Submittal | <ul style="list-style-type: none"> Drawings Technical specifications Bid item descriptions Construction Schedule Design Notebook CEQA Assessment Document Geotechnical Investigation Report | 64 calendar days after 60% Design Review Meeting |
| Phase 1: 90% Design Review Meeting | - | within 22 calendar days after 90% Design Submittal |

| MILESTONE | DOCUMENTS TO BE SUBMITTED | CALENDAR DAYS |
|---|---|--|
| Phase 2: 99% Design Submittal | <ul style="list-style-type: none"> • Drawings • Technical specifications • Bid item descriptions • Construction Schedule • Design Notebook | within 70 calendar days after 90% Design Review Meeting and Phase 2 Owner Notice to Proceed. |
| Phase 2: 99% Design Review Meeting | - | at least 35 calendar days after 99% Design Submittal |
| Phase 2: Final Submittal | <ul style="list-style-type: none"> • Per Exhibits A and B | within 14 calendar days after 99% Design Review Meeting |

DRAFT

Exhibit C

District Standards

1. GENERAL

- 1.1. Consultant agrees to perform obligations described in this Agreement and to furnish necessary engineering (or architectural, if applicable) skills, services, labor, supplies, supervision, and material required to perform and complete the Project.
- 1.2. By execution of this Agreement, Consultant warrants that it has carefully examined the Project site and has satisfied itself of local and any 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.

2. HAZARDOUS WASTE

- 2.1. See Exhibit A (Scope of Work).

3. ENVIRONMENTAL SERVICES

- 3.1. See Exhibit A (Scope of Work).

4. RIGHTS-OF-WAY

- 4.1. District will acquire such permissions or rights necessary for District and its Consultant(s) 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 Exhibit A (Scope of Work).
- 4.2. At the project Kick-off meeting and thereafter, identify the entry/access in/onto private property (not owned by District) that is needed in connection with investigations, surveys, or studies required for Consultant to provide the services described in Exhibit A (Scope of Work).
- 4.3. Coordinate with District in a timely manner to allow District to obtain the permission or legal rights required, and set and adjust the schedule and timing of Consultant's services and activities required under Exhibit A (Scope of Work) as needed.
- 4.4. Submit requests for Permission to Enter needed for Consultant's access to private property (not owned by District) to District at least 7 calendar days in

advance of desired access date. Requests submitted shall indicate properties to be accessed (by Assessor's Parcel Number, date and time, planned activities, approximate number of staff, and anticipated number of vehicles). Include a map showing proposed access route and areas of the property to be visited.

- 4.5. Determine the extents of the property areas (Footprint) needed for Project construction and provide information to District including, but not limited to, disturbance limit for work, areas needed for access and staging, improvements needed to access the site or perform the work, and obstacles or impediments that may restrict access to or mobility within the site or conflict with proposed Project features (e.g., tight corners, inadequate ingress/egress ramps, narrow bridges, utility poles and lines, vineyard infrastructure, and other physical features).

5. COST ESTIMATES

- 5.1. Prepare a Statement of Probable Construction Costs broken down by bid item, and revise and submit at each design phase. Provide estimated quantities for unit priced items.

6. DESIGN SERVICES

- 6.1. Design Stages:
 - a. Preliminary Design:
 - i. Conduct Kick-off meeting to consult with District to define and clarify District's requirements for the Project and available data.
 - ii. Present assumptions and preliminary conclusions to be included in the draft Design Report at Design Workshop. District may direct the Consultant regarding the assumptions made that may alter the conclusions.
 - iii. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Consultant.
 - 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.
 - vi. For sanitation projects, smoke test sewer mains between manholes, and between manholes and cleanouts, and locate and log any locations where smoke exits the subsystems other than at cleanouts, manholes, or roof vents.
 - vii. For sanitation projects, inspect the existing condition of manholes and document condition using District-supplied form.

- viii. For sanitation projects, inspect the existing condition of sewer main cleanouts and log any variances from Sonoma County Water Agency Sanitation Standards.
- ix. Site investigation(s):
 - a) Shall be sufficient for purpose of obtaining permits, satisfying CEQA requirements, performing engineering analyses and modeling to support Project design.
 - b) Following any investigation(s) at the Project site, return site to pre-existing conditions, including filling holes and excavations, and grading as required.
- b. 30%:
 - i. Project parameters shall be fully defined; calculations, including sizing of Project components, shall be complete; outline of technical specifications and preliminary sketches and drawings shall be available.
 - ii. Drawings shall indicate topographic property boundaries, proposed access routes, USA mark-out, and potholing, if applicable.
- c. 60%:
 - i. Drawings shall describe the general size, nature, and complexity of the Project and indicate the information for District to identify the right-of-way acquisitions needed for Project completion including, 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. Alignment and location of facilities shall be final; draft specifications shall be completed with sufficient detail to allow District review and comment.
- d. 90%:
 - i. Drawings shall indicate 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.
- e. 99%:
 - i. Changes and modifications from District shall be incorporated, any outstanding issues resolved, and specifications and drawings essentially complete.
- f. Final:
 - i. Specifications and drawings shall be complete and District comments incorporated into a final construction documents set.
- 6.2. Design Report:
 - a. Prepare a design report for the Project (Design Report) that includes the following:

- i. Title page with name of Project, name of preparer, preparer's company name and address, and date.
 - ii. Table of Contents.
 - iii. A summary of results.
 - iv. Conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternative solutions available to District that Consultant recommends.
 - v. 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.
 - vi. Construction cost estimate itemized by bid item, as described in Paragraph 5.
 - vii. Appendix, including copies of documents, photographs, manufacturer's literature, and other records deemed appropriate. For sanitation projects, also include video logs, smoke testing logs, sewer manhole inspection logs, and sewer main cleanout inspection logs.
 - viii. Schematic drawings, sketches, and exhibits as necessary to illustrate the recommended Project.
 - ix. Other information to support the recommendations.
- b. Submit draft of Design Report to District for review and approval within 30 calendar days after Kick-off meeting.
 - c. District will provide comments within 14 calendar days of Design Report submittal. Incorporate District comments on draft Design Report into final Design Report and resubmit within 14 calendar days of receiving comments, if any.
- 6.3. Prepare Project design, as recommended in District-approved Design Report.
- 6.4. Design Notebook:
- a. Design Notebook shall contain, as appropriate, copies of the Design Report, 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. Submit updated Design Notebook at each design phase.
- 6.5. Construction Schedule: Construction schedule shall show 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.

6.6. Additional Requirements:

- a. Obtain encroachment permits as required for inclusion in the Project specifications from the applicable agencies having jurisdiction.
- b. Determine right-of-way needs for the Project and provide information to District, including, but not limited to 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.
- c. 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.
- d. Incorporate applicable requirements into Project.

6.7. Meeting Requirements:

- a. Arrange, attend, prepare agendas for, and conduct meetings at each design stage. Submit meeting agendas to District 7 days prior to each meeting.
- b. At meetings, discuss the progress and direction of the design. Advise District in writing how District comments impact Project scheduling and cost.
- c. Prepare meeting minutes for each meeting and submit to District within 7 days of each meeting.
- d. Meetings shall be held at District's Office, 404 Aviation Boulevard, Santa Rosa, California, or by teleconference.

7. **SURVEYING SERVICES**

7.1. General:

- a. Surveying and mapping services and data collected, mapped, or produced shall meet or exceed Geospatial Positioning Accuracy Standards as endorsed by the Federal Geographic Data Committee, and as may be updated from time to time during the term of this Agreement, in particular but not specifically limited to (Part 4) Standards for Architecture, Engineering, Construction (A/E/C) and Facilities Management as recommended by the Federal Geographic Data Committee (FGDC)- Publication FGDC-STD-007.4-2002.
- b. Horizontal datum for surveying services shall be North American Datum of 1983 (NAD 83).
- c. Vertical Datum of surveying and mapping services and data provided shall be the North American Vertical Datum of 1988 (NAVD88) when or where practical. The National Geodetic Vertical Datum of 1929 (NGVD29) is acceptable for projects/locations where sufficient reference marks necessary to recover NAVD88 are not practically available.

- d. Surveys and mapping shall be projected upon the California Coordinate System of 1983 (CCS83), Zone 2 in US Survey feet (Coordinates and Elevations) unless directed otherwise by District.
- e. Surveys and mapping services shall comply with sections 6731.1 and 6731.2 of the Business and Professions Code of the State of California, and section 8801-8819 of the Public Resources Code of the State of California.
- f. File a Record of Survey in accordance with and when required under section 8762 of the Business and Professional Code of the State of California, and/or Corner Record(s) where applicable under section 8771 of the Business and Professional Code of the State of California.
- g. Comply with industry accepted standards associated with a given element of the services provided by Consultant and implement best practices whenever and wherever possible to achieve the highest quality and integrity of the resulting data and services produced. Whenever and wherever the signals from Global Navigation Satellite Systems (GNSS) are leveraged by Consultant to determine precise positioning (generally required Network Control as may requested by District or as necessary to comply with the requirements of this Agreement), comply with the GNSS Surveying an Specification Version 1.1, Dated December 10, 2014, and/or such updates as may be endorsed from time to time during the term of this Agreement by the Joint Task Force of the California Land Surveyors Association and California Spatial Reference Center.
- h. Conduct such research and other due diligence required to comply with the requirements outlined herein.

7.2. Project Survey Control:

- a. Use only a class and character (Order/Accuracy/Stability) of reference control required and appropriate to meet the accuracy requirements for the works proposed by the Project.
- b. Establish such inter-visible project survey control (points) that are necessary to facilitate the design and construction surveys required for the Project. Project survey control points set shall be a durable character and suitably tagged, capped, and stamped or otherwise durably identified to allow for their recovery for future work and reference.
- c. Project survey control points established shall be sited in publicly accessible areas that can be safely reoccupied without traffic control (when practical) and placed such that their destruction from roadway overlay or other construction is minimized to the greatest degree possible or practical.
- d. Place such monuments necessary to witness and conduct the surveys necessary to locate and reference existing monuments at risk of destruction as necessary for the Consultant, District or its contractors to comply with the requirements section 8771 of the Business and Professional Code of the State of California.

- e. Place and state monuments and control set in accordance with section 8771 of the Business and Professional Code of the State of California such that the surveys can be retraced and any monuments destroyed by construction can be efficiently reestablished by District or its contractors.
- f. Memorialize project survey control (points) established by Consultant or monuments surveyed in accordance with section 8771 of the Business and Professional Code of the State of California by appropriate field notes that include a thorough description and character of existing monuments and materials used to monument the points or monuments set.
- g. Provide an organized binder or digital package with the 60% design submittal that includes a control diagram overlaid over a topographic, orthographic aerial photo, or other suitable base showing:
 - a) Reference stations, marks, monuments, and points used, set by the Consultant for control surveys.
 - a) Locations, character, and description of the monuments set and surveyed in connection with section 8771 of the Business and Professional Code of the State of California.
 - b) Line-work representing the observation network (where applicable).
 - c) Traverse lines and survey ties.
 - d) Original field notes and observation or session sheets.
 - e) Raw data and coordinate files.
 - f) Monument records and data sheets for control constraints.
 - g) Data processing and adjustment reports.
 - h) Tabular list of final adjusted coordinates and elevations.
 - i) Other information required under Sec. 8813.2 of the Public Resources Code of the State of California.

7.3. Design Surveys:

- a. Provide surveys and mapping services necessary to identify, represent and depict existing conditions, which in the judgment of Consultant are material to or required for design and construction of the Project (Design Survey).
- b. Represent, depict, identify, and include the project survey control (points) or set and surveyed in connection with section 8771 of the Business and Professional Code of the State of California, in the resulting mapping and the Construction Drawings.
- c. Representations of existing property or parcel boundaries, easements and rights of way shall be referenced to the source maps, documents, and information they were derived from and identified in the resulting mapping and the Construction Drawings.
- d. Provide copies of design coordinates, elevations, survey notes, maps, records, reference documents, and other pertinent information generated during design ("Design Survey Data").

- e. Perform research and inquiries, investigations, utility locating or surveys necessary to identify and depict existing utilities material to the design or construction of the Project. The location of existing utilities discovered, disclosed, or located by Consultant shall be appropriately identified, depicted, labeled, or otherwise represented (including pipe diameter and invert elevations for gravity pipelines, rim elevations of man holes, grate or flow-line elevations of catch basins or drop inlet structures) in the resulting mapping to be provided and the Construction Drawings.
- f. Where the possibility of discrepancies exist between the surveys and data being collected by Consultant and existing utilities or other physical impediments that might materially affect the Project, the details of potholing or other verification efforts (reference locations or elevations) shall be represented and depicted in the resulting Design Survey.
- g. Where the possibility of conflicts or clearance issues between proposed construction and existing utilities exist, the details of potholing or other verification efforts (reference locations/elevations) shall be represented and depicted in the resulting Design Survey, and the conflict shall be indicated on the staging and access sheet of the plans.
- h. Provide the source of reference (example: utility mapping, USA paint, or potholing) of underground or other utilities represented and depicted in the resulting Design Survey. Such items shall be distinctly layered, labeled, or otherwise distinguished from utilities whose location was determined by survey.
- i. Represent and depict features that present a possible clearance limitation or accessibility or other physical constraint to contractor(s) constructing the work and that are not being relocated, temporarily removed, diverted, or otherwise modified as part of work to be done as part of the Project (example: structures, overhead wires, watercourses), or that potentially affect right of way to be acquired for the Project.
- j. Represent and depict vegetation and trees (including driplines as of the date of survey) that potentially are impacted or are to be removed in connection with the Project in the resulting mapping-and Construction Drawings. Trees depicted shall be identified by species and labeled by their diameter at breast height. The footprint of the trunk (at ground level) of trees to be removed, whose trunk touches or spans a property owned by District ("Boundary Trees") shall be accurately represented and depicted in the resulting Design Survey.

8. DRAFTING SERVICES

- 8.1. Prepare drawings necessary for bidding and construction of the Project. Include the following with sufficient detail to describe construction of the Project for Project advertisement and bidding purposes:

- a. Title sheet with location map, vicinity map, access, index to drawings, and legend (abbreviations, symbols, etc.).
 - b. Right-of-way drawings.
 - c. Plans.
 - d. Profiles (where applicable).
 - e. Sections.
 - f. Construction details.
 - g. Other drawings as may be needed for construction.
- 8.2. Include the following features on each plan and profile drawing:
- a. Location of control points with point number identification, elevation, and description, include bearings and distances for alignments and right-of-way lines where applicable.
 - b. Graphic scale.
 - c. North arrow.
 - d. Key map.
 - e. For sanitation projects include building street addresses.
 - f. Mapping showing streets, edges of pavement, ditch flowlines, and top of curb.
- 8.3. 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.
- 8.4. Prepare drawings using a scale acceptable to District.
- 8.5. Drawings:
- a. Provide final contract drawings in native AutoCAD format along with supporting files such as fonts, Xref and image files, point data, plotter and/or pen style table configuration files. Include CTB or STB plot configuration file with electronic submittals to ensure correct and intended image quality when plotting from file. No hand-drawn media is allowed. Ensure that drawings converted to PDF do not contain SHX AutoCAD data.
 - b. 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). Drawings shall have filenames displayed per District-provided standards.
 - c. 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.

- d. 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:
 - i. Coordinate or projection basis.
 - ii. Relevant survey, data dates.
 - iii. Data sources, references.
 - iv. Design notes, assumptions, or other relevant information useful to design review.
 - e. Prepare construction detail drawings in the same manner as described in this Paragraph 8.5 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.
 - f. District will accept electronic drawing files with multiple “drawings” or “Sheet” layouts. Tab layouts are to be setup as follows:
 - i. 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.
- 8.6. Minimize the use of notes on drawings. Specifications of any type shall be written in the specifications and shall not be added to drawings.
- 8.7. Use match lines with appropriate sheet numbers.
- 8.8. Use lettering size no smaller than a 0.12-inch tall for construction notes and data.
- 8.9. Ensure that drawings are easily readable when reduced to 11” x 17.”
- 8.10. Reconcile drawings with specifications to minimize redundancies and avoid conflicts.
- 8.11. If requested by District, provide conformed drawings within 7 calendar days of request. District’s standard will be provided by District’s Project Manager.

9. SPECIFICATIONS PREPARATION

- 9.1. Assist District’s Project Manager in completing District’s Project Manual Initiation Questionnaire.
- 9.2. 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.

- 9.3. 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).
- 9.4. 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.
- 9.5. 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.
- 9.6. In coordination with District's Project Manager, reconcile redundancies and conflicts with District-prepared Division 0 and Division 1 requirements.

10. OPERATION AND MAINTENANCE MANUAL(S) MODIFICATIONS

- 10.1. Prepare modifications to District's existing Operations and Maintenance Manual(s) and submit on a mutually agreed upon date. At a minimum, include the following:
 - a. New sections to cover aspects of the Project that are not included in existing manual(s).
 - b. Modifications and revisions to existing sections that are affected by the Project.

11. ASSISTANCE DURING BIDDING AND CONSTRUCTION

- 11.1. For bidding:
 - a. Answer questions submitted by District ("questions") during bid advertisement period.
 - b. Communicate only through District.
 - c. Immediately hand-deliver or email copies of bidder questions (non-District questions) directed to Consultant to District.
 - d. Alert District to potential impacts, if any, associated with questions including, but not limited to, impacts on schedule and cost.
 - e. Upon request from District, prepare addenda to clarify, correct, or change the technical specifications or drawings in accordance with the following:
 - i. Article 8, Article 3.9, and Article 12.
 - ii. District-provided drafting standards and standard form for addenda.
 - iii. Submit within 2 working days after request.

11.2. For construction:

- a. Assist District by providing engineering and related services after the receipt of construction bids as requested by District.
- b. Attend preconstruction conference.
- c. Assist District by answering request(s) for information (RFIs), as requested by District (up to 30 RFIs).
- d. Submittal Review:
 - i. 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.
 - ii. Ensure that submittals reviewed are stamped, dated, and signed by the person performing the review.
 - iii. 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.
 - iv. Upon completion of review, return the submittals with any written narratives to District.
- e. Upon request from District, provide construction site visits. Write summary memo of each site visit requested and provide to District 2 working days after date of site visit.
- f. 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).

12. SUBMITTAL OF DOCUMENTS

12.1. Submittal requirements:

- a. Submit one electronic copy in PDF format (emailed, on USB flash drive, or via Internet) of each submittal to District (unless noted otherwise).
- b. Comply with requirements of Article 11 (Content Online Accessibility).
- c. 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.

12.2. Electronic media formats:

- a. Survey information and drawings: Provide in electronic media format compatible with current District AutoCAD at time of Agreement execution. Earlier compatible versions or alternate compatible Autodesk vertical products may only be used upon written approval of District.
- b. Technical Specifications and Operation and Maintenance Manual(s) modifications (including tables, charts, and drawings): Provide in electronic media format compatible with Microsoft® 365. Ensure that there are no discrepancies between electronic and hard copies.

12.3. Signatures:

- a. Signatures: Design Report, specifications, and drawings, including modifications, shall have the license seal and signature of the licensed professional assigned responsibility for the preparation of the drawings. Design Report, specifications, and drawings may be either wet-signed or digitally signed. Digitally sign in accordance Paragraph 18.2 (Digital Signature[s]).

12.4. Final Drawing Submittal Requirements:

- a. AutoCAD version sent via ETRANSMIT; remove signature from the file before sending.
- b. Full sized (22" x 34") digitally signed version as PDF, with digital signature of the appropriate discipline, (i.e., Civil, Electrical, structural, etc.) for each sheet. If Consultant cannot provide a digital signature, Consultant shall provide hard copy "wet" signed, vellum drawings.
- c. Half-size (11" x 17") electronically signed version as PDF.
- d. Full-size (22" x 34") electronically signed version as PDF.

Exhibit D

Map

To be included in final agreement

DRAFT

Exhibit E

Schedule of Costs

| PERSONNEL | |
|---|---|
| Title(s) | Hourly Rate(s) not Subject to Prevailing Wage |
| Principal III | \$375 |
| Principal II | \$335 |
| Principal I | \$300 |
| Senior III | \$275 |
| Senior II | \$255 |
| Senior I | \$235 |
| Associate III | \$220 |
| Associate II | \$210 |
| Associate I | \$195 |
| Staff III | \$185 |
| Staff II | \$175 |
| Staff I | \$165 |
| Assistant | \$155 |
| Engineering Intern | \$130 |
| Technician/Designer III | \$190 |
| Technician/Designer II | \$170 |
| Technician/Designer I | \$145 |
| Administration/Clerical III | \$165 |
| Administration/Clerical II | \$150 |
| Administration/Clerical I | \$140 |
| PREVAILING WAGES | |
| For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer. | |

| EXPENSES | |
|--|---------------------|
| Item | Cost |
| Subconsultant: John Calton | at cost |
| Subconsultant: Cinquini & Passarino, Inc. | at cost |
| Subconsultant: Fugro USA Land, Inc. | at cost |
| Subconsultant: Northwest Hydraulic Consultants, Inc. | at cost |
| Subconsultant: Rincon Consultants, Inc. | at cost |
| Postage | at cost |
| Overnight mail | at cost |
| Mileage for personal car | current IRS rate |
| Rental car | daily rate, at cost |
| Permits | at cost |

DRAFT

Exhibit F

Estimated Budget for Scope of Work

Phase 1

| Task No. | Task Description | WSC | | | | | | | | | | Rincon | Fugro | Cinquenti & | Calton | Northwest | TCE | ALL FIRMS |
|----------|---|------------------|-----------------|--------------|------------------|---------------------|---------------|-----------------|---------------|-----------|------------|------------|------------|-------------|-----------|-----------|-----------|--------------|
| | | Proj & QA/QC | Project Manager | CAD Designer | Project Engineer | Engineering Support | Project Admin | WSC Labor Hours | WSC Labor Fee | Expenses | WSC Fee | Labor Fee | Labor Fee | Labor Fee | Labor Fee | Labor Fee | Labor Fee | Total Fee |
| | | Jeffery Lawrence | Robert Natali | | | | | | | | | | | | | | | |
| | Billing rates, \$/hr | \$375 | \$335 | \$190 | \$185 | \$155 | \$150 | | | | | | | | | | | |
| 1 | Project Management | | | | | | | | | | | | | | | | | |
| 1.1 | Monthly Reports | | 24 | | 12 | | 24 | 60 | \$ 13,860 | \$ 400 | \$ 14,260 | | | | | | | \$ 14,260 |
| 1.2 | Meetings and Site Visits | 12 | 24 | | 24 | | | 60 | \$ 16,980 | \$ 500 | \$ 17,480 | | | | | | | \$ 17,480 |
| | SUBTOTAL | 12 | 48 | 0 | 36 | 0 | 24 | 120 | \$ 30,840 | \$ 900 | \$ 31,740 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 31,740 |
| 2 | CEQA and Permitting Support | | | | | | | | | | | | | | | | | |
| 2.1 | CEQA and Permitting Initiation | | 4 | | 6 | | | 10 | \$ 2,450 | \$ 100 | \$ 2,550 | \$ 34,514 | | | | | | \$ 37,064 |
| 2.2 | Natural Resources Technical Studies | | 1 | | 4 | | | 5 | \$ 1,075 | \$ - | \$ 1,075 | \$ 42,737 | | | | | | \$ 43,812 |
| 2.3 | Cultural Resources Technical Studies | | 1 | | 4 | | | 5 | \$ 1,075 | \$ - | \$ 1,075 | \$ 37,594 | | | | | | \$ 38,669 |
| 2.4 | CEQA Assessment Document | | 2 | | 4 | | | 6 | \$ 1,410 | \$ - | \$ 1,410 | \$ 78,535 | | | | | | \$ 79,945 |
| 2.5 | Permitting Assistance | | 2 | | 4 | | | 6 | \$ 1,410 | \$ - | \$ 1,410 | \$ 73,464 | | | | | | \$ 74,874 |
| 2.6 | Habitat Mitigation and Monitoring Plan | | 2 | | 4 | | | 6 | \$ 1,410 | \$ - | \$ 1,410 | \$ 12,382 | | | | | | \$ 13,792 |
| 2.7 | Federal Permitting Support | | 2 | | 4 | | | 6 | \$ 1,410 | \$ - | \$ 1,410 | \$ 6,873 | | | | | | \$ 8,283 |
| 2.8 | Federal Endangered Species Act Section 7 Consultation | | 2 | | 4 | | | 6 | \$ 1,410 | \$ - | \$ 1,410 | \$ 22,493 | | | | | | \$ 23,903 |
| 2.9 | Federal Funding Application Support | | 2 | | 4 | | | 6 | \$ 1,410 | \$ - | \$ 1,410 | \$ 9,438 | | | | | | \$ 10,848 |
| 2.10 | CIVSRF Application Support | 2 | 2 | | 8 | 16 | | 28 | \$ 5,380 | \$ 200 | \$ 5,580 | | | | | | | \$ 5,580 |
| | SUBTOTAL | 2 | 20 | 0 | 46 | 16 | 0 | 84 | \$ 18,440 | \$ 300 | \$ 18,740 | \$ 318,029 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 336,769 |
| 3 | Rights-of-Way | | | | | | | | | | | | | | | | | |
| 3.1 | Initial Rights-of-Way Investigation | | 2 | | 4 | | | 6 | \$ 1,410 | \$ - | \$ 1,410 | | | \$ 45,452 | | | | \$ 46,862 |
| 3.2 | Rights-of-Way Field Surveys | | 2 | | 4 | | | 6 | \$ 1,410 | \$ - | \$ 1,410 | | | \$ 115,005 | | | | \$ 116,415 |
| 3.3 | Legal Descriptions and Plats (up to 10) | | 4 | | 8 | | | 12 | \$ 2,820 | \$ 100 | \$ 2,920 | | | \$ 13,860 | | | | \$ 16,780 |
| | SUBTOTAL | 0 | 8 | 0 | 16 | 0 | 0 | 24 | \$ 5,640 | \$ 100 | \$ 5,740 | \$ - | \$ - | \$ 174,317 | \$ - | \$ - | \$ - | \$ 180,057 |
| 4 | Cost Estimates | | | | | | | | | | | | | | | | | |
| 4.1 | Cost Estimates | 4 | 12 | | 36 | | | 52 | \$ 12,180 | \$ 400 | \$ 12,580 | | | | \$ 1,485 | | | \$ 14,065 |
| | SUBTOTAL | 4 | 12 | 0 | 36 | 0 | 0 | 52 | \$ 12,180 | \$ 400 | \$ 12,580 | \$ - | \$ - | \$ - | \$ 1,485 | \$ - | \$ - | \$ 14,065 |
| 5 | Design Services | | | | | | | | | | | | | | | | | |
| 5.1 | Preliminary Engineering Report | 4 | 40 | | 60 | | 8 | 112 | \$ 27,200 | \$ 800 | \$ 28,000 | | | | \$ 8,250 | | | \$ 36,250 |
| 5.2 | 30% Design | 2 | 24 | | 80 | 80 | | 186 | \$ 35,990 | \$ 1,100 | \$ 37,090 | | | | | | | \$ 37,090 |
| 5.3 | 60% Design | 4 | 40 | | 140 | 80 | | 264 | \$ 53,200 | \$ 1,600 | \$ 54,800 | | | | \$ 13,750 | | \$ 3,300 | \$ 71,850 |
| 5.4 | 90% Design | 4 | 40 | | 160 | 80 | | 264 | \$ 53,800 | \$ 1,600 | \$ 55,400 | | | | \$ 20,680 | | \$ 3,300 | \$ 79,380 |
| 5.5 | Design Notebook | 1 | 4 | | 16 | 8 | 8 | 36 | \$ 6,740 | \$ 200 | \$ 6,940 | | | | \$ 1,650 | | \$ 1,100 | \$ 9,690 |
| 5.6 | Geotechnical Analysis | 2 | 4 | | 4 | | | 10 | \$ 2,830 | \$ 100 | \$ 2,930 | | | | | | | \$ 257,404 |
| 5.7 | Surge Analysis | 4 | 6 | | 4 | | | 14 | \$ 4,250 | \$ 100 | \$ 4,350 | | | | | \$ 25,375 | | \$ 29,725 |
| | SUBTOTAL | 20 | 158 | 0 | 464 | 228 | 16 | 886 | \$ 184,010 | \$ 5,500 | \$ 189,510 | \$ - | \$ 254,474 | \$ - | \$ 44,330 | \$ 25,375 | \$ 7,700 | \$ 521,389 |
| 6 | Surveying Services | | | | | | | | | | | | | | | | | |
| 6.1 | Topographic Surveys | 2 | 4 | 8 | 8 | | | 22 | \$ 5,090 | \$ 200 | \$ 5,290 | | | \$ 128,964 | | | | \$ 134,254 |
| 6.2 | Supplemental Topographic Survey | 2 | 2 | | 4 | | | 8 | \$ 2,160 | \$ 100 | \$ 2,260 | | | \$ 11,066 | | | | \$ 13,326 |
| 6.3 | Locate Tree Tags (up to 100) | | 2 | | 2 | | | 4 | \$ 1,040 | \$ - | \$ 1,040 | | | \$ 10,934 | | | | \$ 11,974 |
| | Billing rates, \$/hr | \$375 | \$335 | \$190 | \$185 | \$155 | \$150 | | | | | | | | | | | |
| | SUBTOTAL | 4 | 8 | 8 | 14 | 0 | 0 | 34 | \$ 8,290 | \$ 300 | \$ 8,590 | \$ - | \$ - | \$ 150,964 | \$ - | \$ - | \$ - | \$ 159,554 |
| 7 | Drafting Services | | | | | | | | | | | | | | | | | |
| 7.1 | 30% Design Drafting | | | 180 | | | | 180 | \$ 34,200 | \$ 1,000 | \$ 35,200 | | | | | | | \$ 35,200 |
| 7.2 | 60% Design Drafting | | | 260 | | | | 260 | \$ 49,400 | \$ 1,500 | \$ 50,900 | | | | \$ 13,200 | | \$ 2,200 | \$ 66,300 |
| 7.3 | 90% Design Drafting | | | 180 | | | | 180 | \$ 34,200 | \$ 1,000 | \$ 35,200 | | | | \$ 6,600 | | \$ 2,200 | \$ 44,000 |
| | SUBTOTAL | 0 | 0 | 620 | 0 | 0 | 0 | 620 | \$ 117,800 | \$ 3,500 | \$ 121,300 | \$ - | \$ - | \$ - | \$ 19,800 | \$ - | \$ 4,400 | \$ 145,500 |
| 8 | Specifications | | | | | | | | | | | | | | | | | |
| 8.1 | 60% Design Specifications | 4 | 16 | | 40 | | 8 | 68 | \$ 15,460 | \$ 500 | \$ 15,960 | | | | \$ 11,000 | | \$ 1,100 | \$ 28,060 |
| 8.2 | 90% Design Specifications | 4 | 12 | | 40 | | 8 | 64 | \$ 14,120 | \$ 400 | \$ 14,520 | | | | \$ 5,500 | | \$ 1,100 | \$ 21,120 |
| | SUBTOTAL | 8 | 28 | 0 | 80 | 0 | 16 | 132 | \$ 29,580 | \$ 900 | \$ 30,480 | \$ - | \$ - | \$ - | \$ 16,500 | \$ - | \$ 2,200 | \$ 49,180 |
| 9 | Optional Task | | | | | | | | | | | | | | | | | |
| 9.1 | Additional Services | | | | | | | 0 | \$ - | \$ 80,000 | \$ 80,000 | | | | | | | \$ 80,000 |
| | SUBTOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ 80,000 | \$ 80,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 80,000 |
| | COLUMN TOTALS | 50 | 282 | 628 | 692 | 244 | 56 | 1952 | \$ 406,780 | \$ 91,900 | \$ 498,680 | \$ 318,029 | \$ 254,474 | \$ 325,281 | \$ 82,115 | \$ 25,375 | \$ 14,300 | \$ 1,518,254 |

Phase 2

| Task No. Task Description | WSC | | | | | | | | | | Calton | TCE | ALL FIRMS |
|---|------------------|-----------------|--------------|------------------|---------------|---------------------|-----------------|---------------|-----------|------------|-----------|-----------|------------|
| | PIC & QA/QC | Project Manager | CAD Designer | Project Engineer | Project Admin | Engineering Support | WSC Labor Hours | WSC Labor Fee | Expenses | WSC Fee | Labor Fee | Labor Fee | Total Fee |
| | Jeffery Lawrence | Robert Hatoli | | | | | | | | | | | |
| Billing rate, \$/hr | \$375 | \$335 | \$190 | \$185 | \$165 | \$155 | | | | | | | |
| 1 Monthly Reports | | | | | | | | | | | | | |
| 1.1 Monthly Reports | 4 | 12 | | 8 | 12 | | 36 | \$ 8,980 | \$ 200 | \$ 9,180 | | | \$ 9,180 |
| SUBTOTAL | 4 | 12 | 0 | 8 | 12 | 0 | 36 | \$ 8,980 | \$ 200 | \$ 9,180 | \$ - | \$ - | \$ 9,180 |
| 2 Cost Estimates | | | | | | | | | | | | | |
| 2.1 Cost Estimates | 2 | 4 | | 12 | | | 18 | \$ 4,310 | \$ 100 | \$ 4,410 | | | \$ 4,410 |
| SUBTOTAL | 2 | 4 | 0 | 12 | 0 | 0 | 18 | \$ 4,310 | \$ 100 | \$ 4,410 | \$ - | \$ - | \$ 4,410 |
| 3 Design Services | | | | | | | | | | | | | |
| 3.1 99% Design | 4 | 16 | | 60 | | | 80 | \$ 17,960 | \$ 400 | \$ 18,360 | \$ 6,600 | \$ 550 | \$ 25,510 |
| 3.2 Final Design | 2 | 12 | | 30 | | | 44 | \$ 10,320 | \$ 220 | \$ 10,540 | \$ 3,438 | \$ 550 | \$ 14,528 |
| 3.3 Design Notebook | | 2 | | 4 | | 8 | 14 | \$ 2,650 | \$ 100 | \$ 2,750 | | | \$ 2,750 |
| SUBTOTAL | 6 | 30 | 0 | 94 | 0 | 8 | 138 | \$ 30,930 | \$ 720 | \$ 31,650 | \$ 10,038 | \$ 1,100 | \$ 42,788 |
| 4 Drafting Services | | | | | | | | | | | | | |
| 4.1 99% Design Drafting | | | 60 | | | | 60 | \$ 11,400 | \$ 300 | \$ 11,700 | \$ 3,300 | \$ 550 | \$ 15,550 |
| 4.2 Final Design Drafting | | | 40 | | | | 40 | \$ 7,600 | \$ 200 | \$ 7,800 | \$ 1,502 | \$ 550 | \$ 9,852 |
| SUBTOTAL | 0 | 0 | 100 | 0 | 0 | 0 | 100 | \$ 19,000 | \$ 500 | \$ 19,500 | \$ 4,802 | \$ 1,100 | \$ 25,402 |
| 5 Specifications | | | | | | | | | | | | | |
| 5.1 99% Specifications | 2 | 6 | | 16 | 4 | | 28 | \$ 6,380 | \$ 200 | \$ 6,580 | \$ 2,750 | \$ 550 | \$ 9,880 |
| 5.2 Final Specifications | 2 | 4 | | 12 | 4 | | 22 | \$ 4,970 | \$ 100 | \$ 5,070 | \$ 1,100 | \$ 550 | \$ 6,720 |
| SUBTOTAL | 4 | 10 | 0 | 28 | 8 | 0 | 50 | \$ 11,350 | \$ 300 | \$ 11,650 | \$ 3,850 | \$ 1,100 | \$ 16,600 |
| 6 Operations and Maintenance Manuals | | | | | | | | | | | | | |
| 6.1 Operations and Maintenance Manuals | 2 | 8 | | 16 | 32 | | 58 | \$ 11,670 | \$ 300 | \$ 11,970 | \$ 4,400 | \$ - | \$ 16,370 |
| SUBTOTAL | 2 | 8 | 0 | 16 | 32 | 0 | 58 | \$ 11,670 | \$ 300 | \$ 11,970 | \$ 4,400 | \$ - | \$ 16,370 |
| 7 Assistance during Bidding and Construction | | | | | | | | | | | | | |
| 7.1 Responses to Bidder Questions & Addenda Preparation | | 8 | | 16 | | | 24 | \$ 5,640 | \$ 100 | \$ 5,740 | \$ 3,300 | \$ - | \$ 9,040 |
| 7.2 Pre-bid Meeting | | 8 | | | | | 8 | \$ 2,680 | \$ 100 | \$ 2,780 | | | \$ 2,780 |
| 7.3 RFI Responses (up to 30) | | 20 | | 30 | | | 50 | \$ 12,250 | \$ 300 | \$ 12,550 | \$ 6,600 | \$ 825 | \$ 19,975 |
| 7.4 Submittal Reviews (up to 45) | | 24 | | 40 | | 60 | 124 | \$ 24,740 | \$ 600 | \$ 25,340 | \$ 13,200 | \$ 825 | \$ 39,365 |
| 7.5 Construction Site Visits (up to 3) | | 12 | | 12 | | | 24 | \$ 6,240 | \$ 200 | \$ 6,440 | \$ 5,500 | \$ - | \$ 11,940 |
| 7.6 Change Order Responses (up to 2) | | 8 | | 16 | | | 24 | \$ 5,640 | \$ 100 | \$ 5,740 | \$ 2,750 | \$ - | \$ 8,490 |
| 7.7 Prepare Record Drawings | | 2 | 40 | 4 | | | 46 | \$ 9,010 | \$ 200 | \$ 9,210 | \$ 2,750 | \$ 550 | \$ 12,510 |
| SUBTOTAL | 0 | 82 | 40 | 118 | 0 | 60 | 300 | \$ 66,200 | \$ 1,600 | \$ 67,800 | \$ 34,100 | \$ 2,200 | \$ 104,100 |
| 8 Optional Task | | | | | | | | | | | | | |
| 8.1 Additional Services | | | | | | | 0 | \$ - | \$ 20,000 | \$ 20,000 | | | \$ 20,000 |
| SUBTOTAL | 0 | 0 | 0 | 0 | 0 | 0 | 0 | \$ - | \$ 20,000 | \$ 20,000 | \$ - | \$ - | \$ 20,000 |
| COLUMN TOTALS | 18 | 146 | 140 | 276 | 52 | 68 | 700 | \$ 152,440 | \$ 23,720 | \$ 176,160 | \$ 57,189 | \$ 5,500 | \$ 238,849 |

Exhibit G

Federal Terms and Conditions – Environmental Protection Agency

1. DEFINITIONS

- 1.1 **Government** means the United States of America and any executive department or agency thereof.
- 1.2 **EPA** means the United States Environmental Protection Agency.
- 1.3 **Third Party Subcontract** means a subcontract at any tier entered into by Consultant or any subconsultant or subcontractor, financed in whole or in part with federal assistance derived from the EPA.
- 1.4 For the purposes of this Exhibit, the **Occidental County Sanitation District** may be referred to as “the non-Federal entity” or “District.”
- 1.5 For purposes of this Exhibit, **Consultant** may be referred to as “Contractor” or “contractor.”
- 1.6 **Agreement** or **Contract** means that certain Agreement between the Occidental County Sanitation District (“District”) and Contractor, and to which this Exhibit is made a part.

2. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS AND ACKNOWLEDGEMENT OF FEDERAL FUNDING

- 2.1 This is an acknowledgement that EPA financial assistance will be used to fund all or a portion of the Agreement. Contractor will comply with all applicable federal law, regulations, executive orders, EPA policies, procedures, directives and program or grant conditions, as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of EPA Grant Agreement 97T07401, which included herein by reference; the EPA General Terms and Conditions, effective October 1, 2024, which is included herein by reference; and all requirements referenced therein, including Section 13 of the Federal Water Pollution Control Act Amendments of 1972; the Age Discrimination Act of 1975; the Rehabilitation Act; the Americans with Disabilities Act of 1990; the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C. 1501 et seq.); and all applicable and related regulations.
- 2.2 Whether or not expressly set forth herein, all contractual required by EPA (including as may be amended or modified from time to time) are hereby incorporated by reference. This agreement may be amended to further incorporate and expressly state new, revised, and or subsequent contractual provisions required by EPA. In the event of any conflict between any provision of this Agreement, this Exhibit, or any EPA term, condition, or requirement, the stricter standard shall apply. Contractor shall refer any inconsistency or perceived inconsistency between this Agreement and any federal requirement to the District for guidance. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests that would cause the District to be in violation of any EPA term, condition, or requirement.
- 2.3 Contractor agrees to include the language in this Exhibit in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the language shall not be modified, except to identify the subcontractor who will be subject to these requirements.

3. ACCESS TO RECORDS (2 CFR 200.337)

- 3.1** Contractor shall provide District and the EPA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by federal regulations and other applicable laws or program guidance.
- 3.2** Contractor agrees to provide District, EPA, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Contractor agrees to provide EPA access to construction or other work sites pertaining to the work being completed under the Agreement.
- 3.3** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and close outs are completed, except in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor agrees to maintain same until the District, EPA, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant District the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.
- 3.4** The requirements set forth above are all in addition to, and should not be considered to be in lieu of, any more stringent requirement set forth in the Agreement.

4. COPYRIGHT AND PATENT

The parties acknowledge and agree that 2 CFR 200.315, Title 37 CFR Part 401, and Title 35 USC Sections 200-212 apply to this Agreement.

- 4.1** Contractor agrees that EPA reserves and shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal purposes:
- 4.1.1** The copyright in any work developed with the assistance of funds provided under this Agreement;
- 4.1.2** Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- 4.2** Contractor grants to the District, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the Agreement but not first produced in the performance of this Agreement, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the District data first produced in the performance of this Agreement

and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County. Contractor shall affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402.

5. NO OBLIGATION BY FEDERAL GOVERNMENT

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

6. REMEDIES FOR VIOLATION OR BREACH CONTRACT TERMS ([Appendix II to 2 CFR 200](#))

See Article 6, Termination, in the above agreement.

7. REMEDIES FOR CAUSE AND CONVENIENCE ([Appendix II to 2 CFR 200](#))

See Article 6, Termination, in the above agreement.

8. CONTRACTING WITH DISADVANTAGED BUSINESS ENTERPRISES ([2 CFR 200.321](#), [40 CFR 33.301](#), [40 CFR 33.302](#))

- a. If subcontracts are to be let, Contractor is encouraged to take all necessary steps identified in 2 CFR § 200.321(b)(1)-(5) and 2 CFR § 33.301 to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are considered when possible, and solicitations posting bids or proposals must be advertised for a minimum of 30 calendar days before the bid or proposal closing date.
- b. Additional contract administration requirements pertaining to Contractor are specified in 40 CFR 33.302.

9. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE ([Appendix II to 2 CFR 200](#))

(all contracts meeting the definition of "federally assisted construction contract" under 41 CFR 60-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). [41 CFR 60-1.4](#) is hereby incorporated by reference.

During the performance of this Agreement, the contractor agrees as follows:

- 9.1** The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 9.2** The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 9.3** The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another

employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- 9.4** The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 9.5** The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 9.6** The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 9.7** In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 9.8** The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

10. NON-DISCRIMINATION ([40 CFR Part 33 Appendix A](#))

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

11. COMPLIANCE WITH DAVIS-BACON AND RELATED ACTS ([Appendix II to 2 CFR 200](#))

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants.

For all DBRA compliance:

- a. Contractor must report all suspected or reported violations to the EPA.
- b. Contractor or subcontractor shall insert in any subcontracts the clause below and such other clauses as EPA may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Prime

Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these contract clauses.

- c. Breach of the contract clauses below may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in [29 CFR § 5.12](#).

11.1 Davis-Bacon Act

- a. Applies only to prime construction, repair, or alteration contracts in excess of \$2,000.
- b. Contractor shall comply with the Davis-Bacon Act (40 USC 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 CFR Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). In accordance with the statute, contractors must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. This contract is awarded on condition that said prevailing wage determination is accepted. Contractor shall pay wages not less than once a week.

11.2 Copeland "Anti-Kickback" Act

- a. Contractor shall comply with [18 USC § 874](#) and 40 USC § 3145, as supplemented by Department of Labor Regulations at 29 CFR Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). In accordance with the statute, contractors must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

11.3 Contract Work Hours and Safety Standards Act

- a. Applies to all contracts in excess of \$100,000 that involve the employment of mechanics, laborers (including watchmen and guards) (as defined by federal law and regulation), or construction work, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- b. Contractor and all subcontractors shall comply with the Contract Work Hours and Safety Standards Act, 40 USC 3701 through 3708), as supplemented by Department of Labor regulations at 29 CFR Part 5, which are incorporated hereto. Contractor and all subcontractors shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is subject to conditions, as stated in the Act and regulations. No laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety.
- c. In accordance with [29 CFR sections 5.5\(d\) and 5.5\(e\)](#), all required contract clauses, appropriate wage determinations, and other provisions under 29 CFR Part 5 are hereby incorporated by reference and apply as a matter of law. Accordingly, references in this Article 9. Compliance with Davis-Bacon and Related Acts, are to the following subsections in conformance with the sections and subsections of 29 CFR Section 5.5.
- d. Contractor (and all subcontractors) shall insert in any subcontracts the following clauses, and a clause requiring all subcontractors to include these clauses in any lower tier subcontracts:

29 CFR 5.5:

(a)(1): *Minimum wages.*

(i) **Wage rates and fringe benefits.** All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section (i.e., 29 CFR 5.5), the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) *Frequently recurring classifications.*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to 29 CFR § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be

paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) **Conformance.**

- (A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:
- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is used in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) ***Fringe benefits not expressed as an hourly rate.*** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) **Unfunded plans.** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That

the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in 29 CFR § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) **Interest.** In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(a)(2): Withholding —

(i) **Withholding requirements.** The County and the Government may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in 29 CFR § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the County and the Government may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(a)(3): Records and certified payrolls —

(i) **Basic record requirements —**

(A) **Length of record retention.** All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

- (B) **Information required.** Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (C) **Additional records relating to fringe benefits.** Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.
- (D) **Additional records relating to apprenticeship.** Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- (ii) **Certified payroll requirements —**
- (A) **Frequency and method of submission.** The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the Government if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the Government. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (B) **Information required.** The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WH/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).
- (C) **Statement of Compliance.** Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

- (1) That the certified payroll for the payroll period contains the information required to be provided under paragraph (a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;
 - (2) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (D) **Use of Optional Form WH-347.** The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(C) of this section.
- (E) **Signature.** The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (F) **Falsification.** The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (G) **Length of certified payroll retention.** The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iii) **Contracts, subcontracts, and related documents.** The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- (iv) **Required disclosures and access —**
- (A) **Required record disclosures and access to workers.** The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that County, the Government, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by 29 CFR § 5.1, available for inspection, copying, or transcription by authorized representatives of County, the Government, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (B) **Sanctions for non-compliance with records and worker access requirements.** If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time

for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

- (C) **Required information disclosures.** Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to County, the Government if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to County, the Government, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(a)(4): Apprentices and equal employment opportunity —

(i) Apprentices —

- (A) **Rate of pay.** Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (B) **Fringe benefits.** Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.
- (C) **Apprenticeship ratio.** The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (D) **Reciprocity of ratios and wage rates.** Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the

journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

- (ii) **Equal employment opportunity.** The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(a)(5): Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(a)(6): Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as County or the Government may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(a)(7): Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(a)(8): Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(a)(9): Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(a)(10): Certification of eligibility.

- (i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR § 5.12(a).
- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR § 5.12(a).
- (iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

(a)(11): Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge,

demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- (iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

12. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT ([Appendix II to 2 CFR 200](#))

Not applicable. Contract does not meet the definition of “funding agreement” under 37 CFR § 401.2 (a) for experimental, research, or development projects.

13. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT ([Appendix II to Part 200](#))

13.1 *Clean Air Act:* Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC § 7401 et seq.

- a. Contractor agrees to report each violation to District and understands and agrees that District will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- b. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

13.2 *Federal Water Pollution Control Act:* Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 USC § 1251 et seq.

- a. Contractor agrees to report each violation to District and understands and agrees that District will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.
- b. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

14. DEBARMENT AND SUSPENSION ([Appendix II to Part 200](#))

- a. This contract is a covered transaction for purposes of [2 CFR Part 180](#). As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- b. The contractor must comply with 2 CFR Part 180, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or [Executive Order 12689](#), and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any

of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180.

- d. This certification is a material representation of fact relied upon by District. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to District, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- e. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. BYRD ANTI-LOBBYING AMENDMENT ([Appendix II to Part 200](#))

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Contractor shall file the required certification, Exhibit G-1, Certification Regarding Lobbying, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000

16. PROCUREMENT OF RECOVERED MATERIALS ([2 CFR 200.323](#))

- a. Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 USC 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- b. Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This

may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

17. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT ([2 CFR 200.216](#))

- a. Contractor and subcontractor are prohibited from obligating or expending loan or grant funds to:
 - (1) Procure or obtain covered telecommunications equipment or services;
 - (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- b. As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
 - (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
 - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
 - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
 - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- c. For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- d. In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- e. When the contractor or subcontractor accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The contractor or subcontractor is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- f. For additional information, see section 889 of Public Law 115-232 and § 200.471

18. DOMESTIC PREFERENCES FOR PROCUREMENTS ([2 CFR 200.322](#))

- a. Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in

the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

- b. For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

- c. **Build America, Buy America Act Preference.** Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act ([2 CFR Part 184](#)) , no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

19. CONSULTANT CAP ([2 CFR 1500.10](#))

Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Grantee, or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

20. EPA ACKNOWLEDGMENT

Any reports, documents, publications, or other materials developed for public distribution shall contain the following statement:

“This project has been funded wholly or in part by the United States Environmental Protection Agency under assistance agreement number 97T07401 to Occidental County Sanitation District. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the Environmental Protection Agency endorse trade names or recommend the use of commercial products mentioned in this document, as well as any images, video, text, or other content created by generative artificial intelligence tools, nor does any such content necessarily reflect the views and policies of the Environmental Protection Agency.”

21. RECYCLED PAPER

When directed to provide paper documents, Contractor agrees to use recycled paper and double-sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA.

22. PROCUREMENT OF RECOVERED MATERIALS

22.1 Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include

procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

22.2 In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at [Comprehensive](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program) Procurement Guideline (CPG) Program / US EPA (available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>).

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products.

Exhibit G-1

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By signing below, Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Contractor's
Authorized Official - Signature

Title

Date

Exhibit H

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 subject to policy terms.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by 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 District.
 - d. Sonoma County Water Agency, Occidental County Sanitation District, their officers, agents, and employees, shall be endorsed as additional insureds for

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

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance: 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 claim; \$2,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by 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 21/22-036.
- 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: Occidental 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, 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.