

DRAFT Agreement for As-Needed Structural Engineering Services

This agreement ("Agreement") is by and between **Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District** (collectively referred to as "Sonoma Water") and **Peterson Structural Engineers, 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 6.1.

RECITALS

- A. Consultant represents that it is a duly qualified and licensed structural engineering firm, experienced in structural engineering and related services.
- B. Sonoma County Water Agency owns, operates, and manages Geyserville Sanitation Zone, Penngrove Sanitation Zone, and Sea Ranch Sanitation Zone ("Zones").
- C. Sonoma County Water Agency owns Airport/Larkfield/Wikiup Sanitation Zone. Town of Windsor operates and manages Airport/Larkfield/Wikiup Sanitation Zone under contract with Sonoma County Water Agency. Airport/Larkfield/Wikiup Sanitation Zone is included in Zones as defined in Recital B.
- D. Sonoma County Water Agency owns, operates, and maintains flood protection projects and provides flood protection services for the following watersheds: Laguna de Santa Rosa/Mark West Creek (Zone 1A), Petaluma River (Zone 2A), Valley of the Moon (Zone 3A), Lower Russian River (Zone 5A), North Coastal (Zones 7A), and South Coastal (Zone 8A) ("Flood Protection Zones").
- E. Sonoma County Water Agency operates and manages Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District ("Districts") under contract with Districts. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of Districts.
- F. Under this Agreement, Consultant will provide as-needed structural engineering services to support Sonoma Water's Capital Infrastructure Plan, Seismic Retrofit of Storage Tanks Program, and Natural Hazard Reliability, flood control, and operational and maintenance projects that require structural engineering analysis and documentation.

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: Agreement Memorandum.
- b. Exhibit B: Scope of Work.
- c. Exhibit C: Sonoma Water Design Standards.
- d. Exhibit D: Schedule of Costs.
- e. Exhibit E: Insurance Requirements.

3. SONOMA WATER'S REQUEST FOR SERVICES

- 3.1. *Initiation Conference:* Sonoma Water's Agreement Administrator, Aaron Fulton, will initiate requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the Project Manager and Consultant will establish and agree on the project information shown in Exhibit A (Agreement Memorandum).
- 3.2. *Agreement Memorandum:* Sonoma Water will prepare an Agreement Memorandum setting forth the terms for the subject project as established during the Initiation Conference. The Agreement Memorandum will be in the form as set forth in Exhibit A (Agreement Memorandum) and will be executed by both parties prior to commencement of work.
- 3.3. *Amount of Work:* Sonoma Water does not guarantee a minimum or maximum amount of work.

4. SCOPE OF SERVICES

- 4.1. *Consultant's Specified Services:* Consultant shall perform the services listed in Exhibit B (Scope of Work) or as requested in the Agreement Memorandum, within the times or by the dates provided in the Agreement Memorandum and pursuant to Article 10 (Prosecution of Work). Consultant shall provide necessary manpower and equipment required to carry out the requested services in a professional and expeditious manner.
 - a. For work that includes design: In the event of a conflict between the body of this Agreement and Exhibit A (Agreement Memorandum), Exhibit B (Scope of Work), and/or Exhibit C (Sonoma Water Design Standards), the order of precedence is as follows: (1) the Agreement; (2) Exhibit C (Sonoma Water Design Standards); (3) Exhibit A (Agreement Memorandum); and (4) Exhibit B (Scope of Work).

4.2. *Contact Information:*

Sonoma Water	Consultant
Agreement Administrator: Aaron Fulton 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-547-1974 Cell: 707-695-0148 Email: aaron.fulton@scwa.ca.gov	Contact: Candice Chong 10650 Treena Street, Suite 208 San Diego, California 92131 Office: 858-842-1674 Direct: 714-780-2445 Email: Candice.chong@psengineers.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Accounts Payable 9400 SW Barnes Road, Suite 100 Portland, Oregon 97225-6639 Or Email: accounting@psengineers.com

4.3. *Cooperation with Sonoma Water:* Consultant shall coordinate the work with the Project Manager named in the Agreement Memorandum.

4.4. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7 (Termination) ; or (d) pursue any and all other remedies at law or in equity.

4.5. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work

hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.

- c. Key personnel shall be as listed in the applicable Agreement Memorandum.
- 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.

5. **PAYMENT**

- 5.1. *Total Costs:* Total costs under this Agreement shall not exceed \$1,500,000.
- 5.2. *Method of Payment:* Consultant shall be paid in accordance with Exhibit D (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit D. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 5.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
 - a. Consultant name.
 - b. Agreement title and TW 25/26-125.
 - c. Sonoma Water's Project-Activity Code as listed in the applicable Agreement Memorandum.
 - d. Task performed with an itemized description of services rendered by date.
 - e. Time in quarter hours devoted to the task.
 - f. Hourly rate or rates of the persons performing the task.
 - g. Summary of work performed by subconsultants, as described in Paragraph 16.4.
 - h. List of reimbursable materials and expenses.
 - i. Copies of receipts for reimbursable materials and expenses.
- 5.4. *Rate Changes:* Upon at least 30 days written notice, Consultant may change the hourly rates up to 3 percent per year, commencing one year from the Effective Date of this Agreement and no more than once every 12 months thereafter.
- 5.5. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.

5.6. Taxes Withheld by Sonoma Water:

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Consultant does not qualify, as described in Paragraph 5.6.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 5.6.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 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 Sonoma Water with either a full or partial waiver from the State of California.

6. **TERM OF AGREEMENT**

- 6.1. *Term:* This Agreement shall remain in effect until depletion of the not-to-exceed amount listed in Paragraph 5.1, or until June 30, 2031, whichever occurs first, unless terminated earlier in accordance with the provisions of Article 7 (Termination).
- 6.2. *Term Extension:* Sonoma County Water Agency's General Manager shall have the ability to extend the term of this Agreement for up to two additional years by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and Consultant.

7. **TERMINATION**

- 7.1. *Authority to Terminate:* Sonoma Water'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, Sonoma Water 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, Sonoma Water 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 Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 14.11 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 7.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 7.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY

- 8.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is

concurrent or contributory negligence on the part of Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District, but, to the extent required by law, excluding liability due to Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

- 8.2. SONOMA WATER SHALL NOT BE LIABLE TO CONSULTANT FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT.

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 E (Insurance Requirements).

10. PROSECUTION OF WORK

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

- 10.2. When work is requested of Consultant by Sonoma Water, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Agreement Memorandum(s).

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 Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written

authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

12. CONTENT ONLINE ACCESSIBILITY

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

- b. Terminate this Agreement pursuant to the provisions of Article 7 (Termination); and/or
- c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.

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

13. GOVERNMENT CODE SECTION 1097.6

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

14. REPRESENTATIONS OF CONSULTANT

- 14.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 7 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 14.2. *Communication with Sonoma Water's Contractor:* All communication shall be between Consultant and Sonoma Water. Consultant shall have no authority to

act on behalf of Sonoma Water, to stop work, to interpret conditions of the construction contract, or to give direction to Sonoma Water's contractor.

- 14.3. *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 Sonoma Water.
- 14.4. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 14.5. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 14.6. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 14.7. *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.

- 14.8. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 14.9. *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.
- 14.10. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the work, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the work as Sonoma Water may direct, and refraining from disclosing any versions of the work to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the work in connection with this or any other project without first obtaining written permission of Sonoma Water.. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 14.11. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as

Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

- 14.12. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.
- 14.13. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to Consultant, Consultant and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Consultant shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which Consultant is required to respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to Sonoma Water. Consultant's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 14.11, Consultant agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.
- 14.14. *Zone Liability:* The term "Zone" or "Zones" as used in this Paragraph 14.14 shall mean any applicable Sanitation Zone or Flood Protection Zone, as described in Recital B, Recital C, and Recital D of this Agreement. To the extent any work under this Agreement relates to Zone activities, Consultant shall be paid exclusively from Zone funds. Consultant agrees that Consultant shall make no claim for compensation for Consultant's services against other funds available to Sonoma County Water Agency and Consultant expressly waives any right to be compensated from other funds available to Sonoma County Water Agency. In addition, Consultant acknowledges that West's Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma County Water Agency based on causes of action arising from Zone activities may be made only from funds of those Zones.

14.15. *District Liability:* Districts are separate legal entities from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Consultant shall be paid exclusively from District funds. Consultant agrees that it shall make no claim for compensation for Consultant's services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

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 15 limits Sonoma Water's right to terminate this Agreement pursuant to Article 7 (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. Notwithstanding the foregoing, Consultant shall be allowed to assign this Agreement to Consor North America, Inc. without the prior written consent of Sonoma Water on the condition precedent that Consor North America, Inc. agrees in writing to assume Consultant's obligations under this Agreement. No assignment to Consor North America, Inc. shall be effective until Sonoma Water has received such written agreement.

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.

16.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 16.2 will be

utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 16.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 16.2:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 8 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

16.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 5.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

17. 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 4.1.a.

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 17.

18. MISCELLANEOUS PROVISIONS

18.1. *No Bottled Water:* In accordance with Sonoma Water Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at

Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.

- 18.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 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 Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 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 8 (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 Essence:* Time is and shall be of the essence of 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 E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

/

/

/

/

/

/

/

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

TW 25/26-125

Reviewed as to funds:

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

Approved as to form:

By: _____
Adam Brand
Assistant County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

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

**Peterson Structural Engineers, Inc., a
California corporation**

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
August 18, 2026

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Agreement Memorandum No. _____

TW 25/26-125

1. **SERVICES**

- 1.1. Consultant shall perform the services as outlined in Exhibit B (Scope of Work) of the Agreement and as modified below, if applicable, within the times or by the dates provided for herein.

2. **SCOPE OF WORK UNDER THIS AGREEMENT MEMORANDUM**

A. Date of Initiation Conference:	
B. Project Manager Name:	
C. Project Manager Phone:	
D. Project Manager E-mail:	
E. Project Name:	
F. Project Location:	
G. Project-Activity Code:	
H. Schedule for receipt of work product(s): Draft Due: Final Due:	
I. Not-to-exceed amount for this Agreement Memorandum:	
J. List of key personnel or authorized subcontractors, if applicable:	
K. Modifications to Exhibit B (Scope of Work), additional requirements, or attach additional sheet:	

Comply with provisions of Paragraph 18.11 (Counterpart; Electronic Signatures) if applicable.

☐ **Sonoma County Water Agency**
☐ ---Choose one--- **County Sanitation District**

Reviewed as to funds:

By: _____
Division Manager - Administrative Services
(occurs prior to executing Agreement
Memorandum)

Peterson Structural Engineers, Inc.

Reviewed by Project Manager:

By: _____

By: _____

Title: _____

Name: _____

Date: _____

By: _____

Aaron Fulton, Agreement Administrator

Date: _____

By: _____

Grant Davis, General Manager (required for
Agreement Memoranda above \$25,000)

Copies to:

Records ([TopDesk](#))

Finance (AP.Agreements@scwa.ca.gov)

Grants and Funded Programs (Allgrants@scwa.ca.gov)

Exhibit B

Scope of Work

1. TASKS

Requested services may include, but are not limited to, the following tasks:

1.1. General:

- a. Perform structural engineering design or analysis for a variety of structures.
- b. Design or analyze structures to adequately support or withstand applicable loading conditions.
- c. Verify compliance with the latest edition of the California Building Code and other applicable codes associated with the structural integrity of the structure(s).
- d. Perform field inspections to verify contract or code compliance for structures.

1.2. Types of structures or equipment to be designed or analyzed may include, but not be limited to:

- a. Buildings.
- b. Foundations.
- c. Slabs.
- d. Retaining walls.
- e. Buried vaults, wells, or diversion structures.
- f. Above or in-ground water storage tanks.
- g. Support and attachments for miscellaneous equipment (e.g. pumps and electrical switchgear) associated with municipal treatment and transmission systems.
- h. Flood control structures
- i. Wastewater containment and processing structures.

1.3. Materials of construction to be designed or analyzed may include, but not be limited to:

- a. Reinforced concrete.
- b. Reinforced masonry.
- c. Steel or other metal.
- d. Timber.

- 1.4. Unless otherwise directed by Sonoma Water, complete structural design or analysis of structures, addressing elements and components of the structure(s), including but not limited to:
 - a. Foundations.
 - b. Floors.
 - c. Walls.
 - d. Roofs.
 - e. Beams.
 - f. Columns.
 - g. Ancillary elements.
 - h. Connection details.
 - i. Anchorage.
- 1.5. Items to review and analyze may include, but not be limited to:
 - a. Contractor submittals or Requests for Information.
 - b. Sonoma Water-prepared construction documents or preliminary designs.
- 1.6. Provide the following work products, as directed by Sonoma Water:
 - a. Design deliverables in accordance with Exhibit C (Sonoma Water Design Standards).
 - b. Structural engineering technical memoranda, including a narrative summary of the structural engineering work performed, assumptions, conclusions, and applicable calculations and sketches. Memoranda may include, but not be limited to, the following types:
 - i. Design Memorandum.
 - ii. Design Review Memorandum.
 - iii. Analysis Memorandum.
 - c. Observation Reports, including pertinent information related to the observation. At a minimum, identify the structure and elements observed, the date of the observation, the observer, and the findings of the observation. Observations performed by consultant are not to be confused with “special inspections” that may be mandated by code and must be performed by a third-party, certified special inspector.

2. DELIVERABLES

- 2.1. Review and Acceptance of Deliverables
 - a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the deliverable in the applicable Agreement Memorandum. Sonoma Water will return the draft deliverable to Consultant with comments or approval in writing.

- b. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval.
 - c. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for this deliverable in the applicable Agreement Memorandum.
- 2.2. In addition to the above requirements, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
 - 2.3. Comply with requirements of Article 12 (Content Online Accessibility).
 - 2.4. Include Agreement title and TW 25/26-125 on first page or cover of each deliverable.

Exhibit C

Sonoma Water Design 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. For sanitation projects, Consultant agrees to comply with and provide design and technical specifications in accordance with the most current version of the "Sonoma County Water Agency Design and Construction Standards for Sanitation Facilities."
- 1.3. By execution of this Agreement, Consultant warrants that it has carefully examined the Project site and has satisfied itself of local and special conditions affecting Exhibit B (Scope of Work). Tests, survey results, geotechnical reports, or other data or information, whether furnished by Sonoma Water, or referenced in this Agreement, are for Consultant's convenience. Sonoma Water 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. RIGHTS-OF-WAY

- 2.1. Sonoma Water will acquire such permissions or rights necessary for Sonoma Water and its Consultant to gain lawful entry into, across, over, or upon private property not owned by Sonoma Water, which are necessary for investigations, surveys, or studies required for Consultant to provide the services described in Exhibit B (Scope of Work).
- 2.2. Consultant schedule and services required under Exhibit B (Scope of Work) may be impacted by need for Sonoma Water to acquire necessary permissions or rights on private property.

3. SURVEYING SERVICES

- 3.1. If Sonoma Water is conducting surveys, Consultant shall coordinate survey services with Sonoma Water, if needed.
- 3.2. If Consultant is conducting surveys, comply with Paragraph 3.3 through Paragraph 3.5 below.

3.3. 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. 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 Sonoma Water.
- 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 and with approval by Sonoma Water.
- d. 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.
- e. Record of Survey(s), as required pursuant to state law, shall be filed in accordance with the provisions of the Business and Professions Code, Professional Land Surveyors' Act.
- f. Comply with industry-accepted standards associated with a given element of the services provided by Consultant and implement best practices to achieve an accurate representation 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 be requested by Sonoma Water or as necessary to comply with the requirements of this Agreement), comply with the GNSS Surveying Standards and Specifications Version 1.1, dated December 10, 2014, or the most current update by the Joint Task Force of the California Land Surveyors Association and California Spatial Reference Center.

3.4. Project Survey Control:

- a. Class and character (Order/Accuracy/Stability) of reference control shall meet the accuracy requirements for the works proposed by the Project.
- b. Densification of survey control shall facilitate the design, construction, and monument preservation surveys required for the Project. Project survey control points shall be of durable character and tagged, capped, stamped, or otherwise 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. 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 shall be memorialized by appropriate field notes that include a thorough description and character of existing monuments and materials used to monument the points or monuments set.
- e. Survey Report and Control Diagram – Survey reports and control diagrams overlaid over a topographic, orthographic aerial photo, or other suitable base shall include at minimum:
 - i. Reference stations, marks, monuments, and points used, set by Consultant, for control surveys.
 - ii. 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.
 - iii. Line-work representing the observation network (where applicable).
 - iv. Traverse lines and survey ties.
 - v. Original field notes and observation or session sheets.
 - vi. Raw data and coordinate files.
 - vii. Monument records and data sheets for control constraints.
 - viii. Data processing and adjustment reports.
 - ix. Tabular list of final adjusted coordinates and elevations.
 - x. Other information required under section 8813.2 of the Public Resources Code of the State of California.

3.5. Design Surveys:

- a. Surveys and mapping services shall identify, represent, and depict existing conditions, which in the judgment of Sonoma Water are material to or required for design and construction of the Project (Design Survey).
- b. Surveys and mapping services shall include the Project survey control (points) set and surveyed in connection with section 8771 of the Business and Professional Code of the State of California and include 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 drawings.
- d. Survey deliverables shall include design coordinates, elevations, survey notes, maps, records, reference documents, and other pertinent information generated during design (“Design Survey Data”).

- e. Research and inquiries, investigations, utility locating, or surveys necessary to identify and depict the location and extent of existing utilities material to the design or construction of the Project shall be performed by Consultant.
- f. Potential conflicts or clearance issues between proposed construction and existing utilities, or other physical impediments, shall be represented and depicted in the resulting Design Survey in the form of potholing details or other verification methods such as reference locations and elevations.
- g. Design Survey shall include the source of reference (example: utility mapping, Common Ground Alliance paint, or potholing) of underground or other utilities. Such items shall be distinctly layered, labeled, or otherwise distinguished from utilities whose location was determined by survey.
- h. 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.
- i. Vegetation and trees (including driplines as of the date of survey) potentially impacted or may be removed in connection with the Project shall be represented and depicted in the resulting mapping and construction drawings. Trees shall be identified by species and labeled by their diameter at breast height. The footprint of tree trunks (at ground level), whose trunk touches or spans a property owned by Sonoma Water shall be accurately represented and depicted in the resulting Design Survey.

4. DESIGN COMPONENTS

4.1. Meetings:

- a. Arrange, attend, prepare agendas for, and conduct meetings at each design stage. Agenda topics to include at a minimum scope, budget, cost, design approach, right of way needs, discussion of Project elements, and schedule.
- b. Discuss the progress and direction of the design and clarification or direction needed from Sonoma Water to progress design.
- c. Submit meeting agendas to Sonoma Water.
- d. Prepare meeting minutes for each meeting and submit to Sonoma Water documenting critical decision points and actions items impacting Project design.
- e. Meetings shall be held at Sonoma Water's office, 404 Aviation Boulevard, Santa Rosa, California, or by teleconference.

4.2. Design Report:

- a. Design Report contents:
 - 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 for improvements with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternative solutions available to Sonoma Water 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. Cost estimates as described in Paragraph 4.4.
- vii. Requirements of governmental authorities having jurisdiction to approve the portions of the Project.
- viii. Appendix, including copies of documents, photographs, manufacturer's literature, and other records integral to design. For sanitation projects, also include video logs, smoke testing logs, sewer manhole inspection logs, and sewer main cleanout inspection logs.
- ix. Drawings, sketches, and exhibits as necessary to illustrate the selected alternative for Project.
- x. Engineering calculations, design criteria, engineering sketches, schematic layouts, product and material selection evaluation, and supporting data and information pertaining to the design of the Project.
- xi. Design documentation including reference documents, model files, spreadsheets, photographs, field notes, and Geographic Information System files as rasters, shapefiles, or geodatabases projected to United States Survey Feet in Zone 2 of California Coordinate System of 1983 (CC83) and North American Vertical Datum of 1988.

4.3. Specifications:

- a. Prepare Divisions 2 through 49 (Technical Specifications) of the project manual for the Project design in conformance with the project manual concept of the Construction Specification Institute (CSI), using Sonoma Water's template, CSI's Project Resource Manual, and the 2018 edition of CSI's MasterFormat, including SectionFormat and PageFormat.
- b. Provided in both PDF format and Microsoft® 365 format.
- c. Ensure technical specifications are consistent with Sonoma Water's Division 0 and Division 1 front-end specifications to eliminate redundancies and conflicts.
- d. 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).
- e. Prepare the bid item table and bid item descriptions for inclusion in Division 1 in a format consistent with Sonoma Water's front-end template.

4.4. Cost Estimates:

- a. Cost estimates shall adhere to the guidelines set forth in AACE's Cost Estimate Classification System forecasted to the midpoint of construction.
- b. Provide cost estimates broken down by bid item based on lump sum or per unit costs. For unit cost bid items, include estimated quantities and per unit costs. For lump sum bid items include contractor costs for labor, equipment, and materials.
- c. Include costs for contractor, bonds, insurance, and overhead as a separate line item or part of mobilization.

4.5. Drawings

a. General:

- i. Prepare drawings in compliance with Sonoma Water-provided AutoCAD templates including title blocks, line types, line weights, text sizes, text style, text orientation, dimensioning, labeling, and numbering system for detailed plan views and detailed section views.
- ii. Drawings shall be consistent with specifications and redundancies removed.
- iii. Notes on drawings shall be minimized. Specifications shall be written in the specifications and shall not be added to drawings.
- iv. Drawings shall be easily readable when reduced to 11 inch x 17 inch.
- v. Number drawings in accordance with United States National CAD Standard with discipline and sheet type designator and sheet sequence.

b. Content:

- i. Title Sheet:
 - a) Location map.
 - b) Vicinity map.
 - c) Drawing index.
- ii. General abbreviations, symbols, and legend for each discipline.
- iii. Site symbols, legends, and sheet notes for each discipline.
- iv. Plans, profiles, and sections
 - a) For each discipline, graphical representation of Project design elements (such as building, pipeline, conduit, grading, electrical, mechanical) at a scale and orientation to appropriately and adequately convey the necessary information for construction. Graphical representation of existing features that may affect construction including tree driplines and trees proposed for removal (species and diameter at breast height). Location of control points and construction lines (alignments) with point number identification, elevation, and description. Include bearings and distances for alignments and right-of-way lines for construction staking.
 - b) Graphic scale.

- c) North arrow.
- d) Key map indicating location of sheet along linear projects.
- e) For sanitation projects include building street addresses.
- f) Mapping showing streets, edges of pavement, trees, driplines, ditch flowlines, utilities, parcel boundaries, top of curb, and right-of-way limits.
- g) Match lines with appropriate sheet numbers.
- h) Annotations and detail callouts.
- v. Details and Tables:
 - a) Details represented in full size in model space at a scale and orientation to appropriately and adequately convey the necessary information for construction.
 - b) Tables of critical Project design elements.
- c. Format:
 - i. Previous compatible Autodesk versions or alternate products vertically compatible with Autodesk Civil 3D may only be used upon written approval of Sonoma Water.
 - ii. Drawings shall be in native AutoCAD Civil 3D format and include supporting files such as fonts, Xrefs and image files, point data, plotter and/or pen style table configuration files. No hand-drawn media is allowed. Ensure that drawings converted to PDF do not contain SHX AutoCAD data.
 - iii. Provide drawings using AutoCAD ETRANSMIT with signatures removed.
 - iv. Full-size drawings shall be 22 inch x 34 inch and half-size drawings shall be 11-inch x 17-inch.
 - v. 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. Xref files shall have a filename with an "x" prefix (i.e., xTopo for original existing topographic file used as base reference file). Drawings shall have filenames displayed per Sonoma Water-provided standards.
 - vi. Existing and design features in CAD file shall be projected upon the California Coordinate System of 1983 (CCS83), Zone 2 and North American Vertical Datum of 1988 in US Survey feet unless directed otherwise by Sonoma Water.
 - vii. Lettering shall be no smaller than 0.10-inch tall for construction notes and annotations (dimensions, callouts, leader text).

- viii. Each drawing file shall contain a layer named “G-ANNO-CAD.” This layer shall be a no-plot layer and shall contain pertinent “metadata” that includes, but is not limited to, the following:
 - a) Coordinate or projection basis.
 - b) Relevant survey, data dates.
 - c) Data sources, references.
 - d) Design notes, assumptions, or other relevant information useful to design review.
- ix. Sonoma Water will accept electronic drawing files with multiple “drawings” or “sheet” layouts.
- x. Each layout tab’s label shall be the sheet number (i.e., C-001, G-001, D-001, P-001) and, therefore, only include one sheet per layout tab. The layouts shall be set to the standard 22-inch x 34-inch sheet at a 1:1 scale.

4.6. Operation and Maintenance Manual(s) Modifications:

- a. Prepare modifications to Sonoma Water’s existing Operations and Maintenance Manual(s). At a minimum, include the following:
 - i. New sections covering aspects of the Project that are not included in existing manual(s).
 - ii. Modifications and revisions to existing sections affected by the Project.
 - iii. Machinery and equipment specifications, operating ranges, and set points.
 - iv. Operating instructions for new equipment and machinery.
 - v. Maintenance requirements and schedules for new equipment and machinery.
 - vi. Shut-down procedures.
 - vii. Emergency procedures
 - viii. Safety guidelines.
 - ix. Troubleshooting processes.
- b. Operations and Maintenance Manual(s) modifications shall be delivered in PDF format and Microsoft® 365 format.

4.7. Operation and Maintenance Manual(s):

- a. Develop Operations and Maintenance Manual(s) for new facilities. At a minimum, include the following:
 - i. Machinery and equipment specifications, operating ranges, and set points.
 - ii. Operating instructions for new equipment and machinery.
 - iii. Maintenance requirements and schedules for new equipment and machinery.
 - iv. Shut-down procedures.
 - v. Emergency procedures

- vi. Safety guidelines.
- vii. Troubleshooting processes.
- b. Operations and Maintenance Manual(s) shall be delivered in PDF format and Microsoft® 365 format.

5. **DESIGN STAGES**

5.1. Preliminary Design:

- a. Kick-off meeting:
 - i. Conduct kick-off meeting to define and clarify Sonoma Water's Project requirements and available data. Kick-off meeting topics to include:
 - a) Budget.
 - b) Scope.
 - c) Schedule.
 - d) Exploration of alternatives to be evaluated.
 - e) Entry and access requirements to conduct investigations, surveys, or studies.
 - f) Required site investigations and utility surveys.
- b. Site investigations:
 - i. Site investigation(s):
 - a) Shall be sufficient for purpose of obtaining permits, satisfying California Environmental Quality Act (CEQA) requirements, performing engineering analyses and modeling to support Project design.
 - b) Following investigation(s) at the Project site, return site to pre-existing conditions, including filling holes and excavations, and grading as required.
- c. Preliminary Design deliverables shall include:
 - i. Design Report in accordance with Paragraph 4.2.
 - ii. Design Workshop:
 - a) In accordance with Paragraph 4.1.
 - b) Present assumptions, alternative evaluation, and preliminary conclusions and recommendations included in the Design Report at Design Workshop. Sonoma Water may direct the Consultant regarding the assumptions made that may alter the conclusions.
 - c) Identify input needed from Sonoma Water to progress next stage of design.
 - d) Design workshop meeting minutes shall document the Sonoma Water selected alternative.

5.2. 30 Percent Design:

- a. Project design parameters and requirements shall be fully defined; calculations, including sizing of Project elements, shall be complete.

- b. 30 percent deliverables shall include:
 - i. Updated Design Report in accordance with Paragraph 4.2.
 - ii. Table of Contents for technical specifications in accordance with Paragraph 4.3.
 - iii. Cost estimates developed to AACE Class 3 standard in accordance with Paragraph 4.4.
 - iv. Drawings, in accordance with Paragraph 4.5, shall indicate primary Project elements including topography, limits of disturbance, property boundaries, proposed construction access routes, staging areas, temporary and permanent features, Common Ground Alliance mark-outs, proposed potholing, and post-construction maintenance access routes.
 - v. Schedule including milestones for design, environmental permitting, right-of-way acquisition, advertisement, and construction.
 - c. 30 percent design review meeting in accordance with Paragraph 4.1.
- 5.3. 60 Percent Design (or 50 Percent Design for projects using 50 Percent in lieu of 30 Percent and 60 Percent):
- a. Updated Project design incorporating Sonoma Water's preceding design stage comments.
 - b. Project Design parameters, requirements, and alignment and location of Project elements shall be final; draft specifications, all-inclusive and in their entirety, shall be 60 percent completed with sufficient detail to allow Sonoma Water review and comment.
 - c. Drawings shall describe the size, nature, and complexity of the Project and indicate information for Sonoma Water to identify right-of-way acquisitions needed for Project completion and future maintenance, including, but not limited to items listed under Paragraph iv, temporary improvements needed to access the site or perform the work, and obstacles or impediments that may be present.
 - d. 60 percent deliverables shall include:
 - i. Survey Report and Control Diagram in accordance with Paragraph 3.4.e.
 - ii. Updated Design Report in accordance with Paragraph 4.2.
 - iii. Technical specifications in accordance with Paragraph 4.3.
 - iv. Bid item table and bid item descriptions in accordance with Paragraph 4.3.
 - v. Cost estimate developed to AACE Class 2 standards organized by bid item in accordance with Paragraph 4.4.
 - vi. Drawings in accordance with Paragraph 4.5.
 - vii. Schedule including milestones for design, environmental permitting, right-of-way acquisition, advertisement, and construction. 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.

e. 60 percent design meeting in accordance with Paragraph 4.1.

5.4. 90 Percent Design:

- a. Updated Project design incorporating Sonoma Water's preceding design stage comments.
- b. 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 percent completed. Incorporate and display rights-of-way limits. Permits and regulatory considerations shall be incorporated into Project Design and completely resolved.
- c. 90 percent deliverables shall include:
 - i. Updated Design Report in accordance with Paragraph 4.2.
 - ii. Technical specifications in accordance with Paragraph 4.3.
 - iii. Bid item table and bid item descriptions in accordance with Paragraph 4.3.
 - iv. Cost estimate developed to AACE Class 1 standards organized by bid item in accordance with Paragraph 4.4.
 - v. Drawings in accordance with Paragraph 4.5.
 - vi. Schedule including milestones for design, advertisement, and construction. 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.
 - vii. Draft Operation and Maintenance Manual modifications in accordance with Paragraph 4.6.
- d. 90 percent design meeting in accordance with Paragraph 4.1.

5.5. 99 Percent Design:

- a. Updated Project design incorporating Sonoma Water's preceding design stage comments.
- b. Sonoma Water comments shall be incorporated, any outstanding issues resolved, and specifications and drawings complete.
- c. 99 percent deliverables shall include:
 - i. Updated Design Report in accordance with Paragraph 4.2.
 - ii. Technical specifications in accordance with Paragraph 4.3.
 - iii. Bid item table and bid item descriptions in accordance with Paragraph 4.3.
 - iv. Cost estimate developed to AACE Class 1 standards organized by bid item in accordance with Paragraph 4.4.
 - v. Drawings in accordance with Paragraph 4.5.

- vi. Schedule including milestones for design, advertisement, and construction in accordance with 5.4.c.vi.
- vii. Updated Operation and Maintenance Manual in accordance with Paragraph 4.6.
- d. 99 percent design review meeting in accordance with Paragraph 4.1.

5.6. Final Design:

- a. Specifications and drawings shall be complete and Sonoma Water comments incorporated into a final bid-ready construction document set.
- b. If changes that Sonoma Water has not previously approved are made to the drawings or specifications after the 99 percent design review meeting, submit drawing(s) or specifications to Sonoma Water for approval prior to preparing the final deliverable.
- c. Final deliverables shall include:
 - i. Final Design Report stamped, signed, and dated, by licensed professional(s) in accordance with Paragraph 4.2.
 - ii. Technical specifications in accordance with Paragraph 4.3.
 - iii. Specifications seals page signed, dated, and stamped by licensed professional(s).
 - iv. Bid item descriptions in accordance with Paragraph 4.3.
 - v. Cost estimate developed to AACE Class 1 standards organized by bid item in accordance with Paragraph 4.4.
 - vi. Drawings stamped, signed, and dated by licensed professional(s) in accordance with Paragraph 4.5.
 - vii. Schedule including milestones for design, advertisement, and construction in accordance with Paragraph 5.4.c.vi.
 - viii. Final Operation and Maintenance Manual in accordance with Paragraph 4.6.

6. ASSISTANCE DURING BIDDING AND CONSTRUCTION

6.1. For bidding:

- a. Communicate only through Sonoma Water. Immediately forward bidder questions directed to Consultant to Sonoma Water's Project Manager and Construction Management Principal.
- b. Respond to questions submitted by Sonoma Water. Include discussion of potential design, construction, schedule, and cost impacts.
- c. Provide addenda to clarify, correct, or change the technical specifications or drawings in accordance with Article 7 (Submittal of Deliverables), Paragraph 4.5 (Drawings), and Paragraph 4.3 (Specifications).
- d. Prepare conformed drawings that incorporate addenda in accordance with Paragraph 4.5.

6.2. For construction:

a. Submittal Review:

- i. Communicate only through Sonoma Water.
- ii. Consultant shall review contractor's submittals of information and shop drawings for the Project in Sonoma Water's construction management software.
- iii. Consultant shall either mark "No Exceptions Taken," "Make Corrections Noted," "Revise and Resubmit," or "Rejected" on each submittal and provide Sonoma Water with a brief written narrative of what is required from the contractor on each submittal response. Consultant shall review items that have been submitted by the contractor as a substitution or an "approved equal" for specified items. Review each substitution request for compliance with performance requirements specified in the Project specifications and ensure the substitution item's compatibility with other components of the operating system. Consult with Sonoma Water's Project Manager regarding acceptability of the proposed substitution.

b. Requests for Information (RFIs) and Change Order Requests (CORs)

- i. Communicate only through Sonoma Water.
- ii. Immediately forward Contractor questions or requests directed to Consultant to Sonoma Water's Project Manager and Construction Management Principal.
- iii. Provide responses to RFIs and CORs in Sonoma Water's construction management software.
- iv. Provide figures, sketches, drawings or detail markups, and specification references in RFI and COR responses.
- v. Construction Site Visit: Following construction site visits, provide a written memorandum of each site visit indicating observations made in the field and contractor conformance with drawings and specifications.

7. **SUBMITTAL OF DELIVERABLES**

7.1. Submittal requirements:

- a. Submit one electronic copy in PDF format (emailed, on USB flash drive, or via Internet) of each deliverable to Sonoma Water (unless noted otherwise).
- b. Deliverables shall include responses to Sonoma Water comments in native format (.pdf or .docx) or summarized in a spreadsheet to track status of comments.
- c. Any deliverable may be rejected if Sonoma Water deems the deliverable does not adequately address comments provided as part of previous stages of work or meet the standards described herein.
- d. Comply with requirements of Article 12 (Content Online Accessibility).

- e. Include Agreement title and TW 25/26-125 on first page or cover of each deliverable.
- 7.2. Signatures: Design Report, specifications, and drawings, including modifications, addendums, and conformed drawings 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 electronically signed. Electronically sign in accordance with Paragraph 18.11 (Counterpart; Electronic Signatures).

Exhibit D

Schedule of Costs

PERSONNEL	
Title(s)	Hourly Rate(s)
Senior Principal	\$321
Principal	\$305
Senior Associate	\$290
Associate	\$280
Senior Project Manager	\$274
Senior Structural Engineer	\$274
Project Manager	\$255
Structural Engineer	\$255
Associate Project Manager	\$240
Senior Project Engineer	\$227
Project Engineer	\$219
Staff Engineer	\$212
Staff Designer	\$205
CADD Drafting	\$169
Administrative	\$157
EXPENSES	
Item	Cost
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	current IRS rate

Exhibit E

Insurance Requirements

With respect to the 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 termination or completion of this Agreement.

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

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Waiver of Subrogation (when applicable) Where the Consultant's scope of work involves on-site, field-based, or other physical presence activities at Sonoma Water facilities or properties, the Consultant's Workers' Compensation policy shall be endorsed to waive the insurer's right of subrogation against Sonoma Water, its officers, agents, and employees.
- e. Required Evidence of Insurance: Certificate of Insurance evidencing coverage meeting the above requirements.
- f. 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 written on an occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01 or equivalent. Coverage shall include premises and operations, products and completed operations, contractual liability, and personal and advertising injury.

- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, shall be included as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement by endorsement or under policy language providing automatic coverage to any person or organization required by written contract to be an additional insured.
- 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 evidencing coverage meeting the above requirements.

1.3. Automobile Liability Insurance

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

- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$2,000,000 annual aggregate. Coverage shall apply to liability arising out of Consultant's professional acts, errors, or omissions in the performance of services under this Agreement.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

1.5. Standards for Insurance Companies

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

1.6. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 25/26-125.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4 above.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, 404 Aviation Boulevard, Santa Rosa, California 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal, replacement, or extension of any required policy and in no event later than the effective date of such renewal, replacement, or extension.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required

policies are reduced; or (3) the deductible or self-insured retention is increased.

- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

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

1.8. Material Breach

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