

DRAFT Second Amended and Restated Agreement for Engineering and Design Services for River Diversion Structure Modernization Project

This second amended and restated agreement (“Second Amended and Restated Agreement” or “Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”) and **Brelje & Race Consulting Engineers**, 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 engineering firm, experienced in engineering and design of river diversion systems, and related services.
- B. Sonoma Water’s River Diversion Structure (RDS) was originally constructed in 1975 to divert water from the Russian River (River) into a series of infiltration ponds that recharge the alluvial aquifer that feeds collectors 3, 4, and 5.
- C. The RDS is operated during the dry season (approximately April through October) in conjunction with the Mirabel inflatable dam (Dam). The Dam increases the water elevation/hydraulic head in the River so that the RDS pumps can operate and divert water from the River to the infiltration ponds. During the wet season (approximately October through April), the RDS is not operated because water levels are high and can potentially inundate the infiltration ponds.
- D. The RDS has reached the end of its useful life and requires replacement (Project). The equipment needing replacement includes, but is not limited to, the following: medium-voltage step-down transformer; motor control center; three vertical turbine pumps; facility lighting; heating, ventilation, and air conditioning; and a programmable logic controller.
- E. A Project vicinity map has been included in Exhibit A (Map).
- F. Under this Agreement, Consultant will conduct Project meetings; provide complete engineering design and construction documents; provide assistance during bidding and construction of the Project; and other related services.
- G. Sonoma Water and Consultant first entered into this Agreement on October 27, 2022, in the amount of \$456,900.
- H. The First Amended and Restated Agreement increased the amount by \$378,210 and expanded the scope of work to include necessary geotechnical work at the site and additional design engineering for completion of the Project design for a new not-to-exceed Agreement total of \$835,110. There was no change to the end date of August 30, 2027.
- I. This Second Amended and Restated Agreement increases the amount by \$160,127, expands the scope of work to include use of Wellfield Building, addition of meter and vault, and pre-purchase documents for a new not-to-exceed Agreement total of \$995,237, and extends the Agreement term by one year for a new term end date of August 30, 2028.

- J. This Second Amended and Restated Agreement supersedes all previous agreements and amendments between the parties.

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

AGREEMENT

1. RECITALS

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

2. LIST OF EXHIBITS

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

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

3. SCOPE OF SERVICES

- 3.1. *Consultant's Specified Services:* Consultant shall perform the services and provide submittals outlined in Exhibit B (Scope of Work) within the times or by the dates provided for in Exhibit C (Schedule and Submittals) and pursuant to Exhibit D (Sonoma Water Standards) and Article 10 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit B (Scope of Work) or Exhibit D (Sonoma Water Standards), the provisions in the body of this Agreement shall control.

- 3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work, except assistance during construction, with Sonoma Water's Project Manager. Consultant shall coordinate assistance during construction with Sonoma Water's Construction Management Principal Engineer. Contact information and mailing addresses:

Sonoma Water	Consultant
Project Manager: Dale Roberts Phone: 707-547-1979 Email: Dale.Roberts@scwa.ca.gov	Contact: David Coleman 475 Aviation Boulevard, Suite 120 Santa Rosa, CA 95403 Phone: 707-636-3756

Sonoma Water	Consultant
Construction Management Principal Engineer: Mike West Phone: 707-547-1984 Email: Mike.West@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, CA 95403-9019	Email: coleman@brce.com
Remit invoices to: Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Remit payments to: Same address as above Attn: Accounts Receivable

- 3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, including all state and local orders and guidance related to COVID-19 as may be amended from time to time, 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.

3.4. *Assigned Personnel:*

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

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

- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. SAFETY

- 4.1. *Site Safety Officer:* Prior to commencement of work, Consultant shall designate a Site Safety Officer (SSO) and alternate SSO for this work and shall provide the names, telephone and/or cellular/pager numbers of both SSOs to Sonoma Water's Project Manager. Both SSOs shall be employees of Consultant. SSOs shall discuss hazards known by Sonoma Water's Project Manager prior to commencement of work.
- 4.2. *Safety Orders:* All work shall be performed in accordance with the California Code of Regulations (CCR) Title 8, Division 1, Chapter 4 - Industrial Safety Orders and all other applicable laws to ensure the safety of the public and those performing the work.
- 4.3. *Safety Program:* Prior to starting any work at the site, submit a Safety Program that has been reviewed and approved by an Industrial Hygienist certified by the American Board of Industrial Hygiene or by a Certified Safety Professional. The Safety Program shall include the name, certification number, and certification seal of the Industrial Hygienist or Certified Safety Professional. Comply with the Safety Program and all applicable federal, state, and local regulation codes, rules, law and ordinances. It is essential that Consultant and each subconsultant implement an effective and vigorous Safety and Health Program to cover their respective portions of the work. Subject to Consultant's overall responsibility for Project safety, it shall be understood that the full responsibility for providing a safe place to work with respect to their respective portions of the work rests with Consultant and each individual subconsultant.
- 4.4. *Safety Program Components:*
 - a. *Safety Data Sheets:* Provide copies of applicable Safety Data Sheets.
 - b. *Injury and Illness Prevention Program (IIPP):* IIPP shall conform with the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, §3203), and the California Labor Code (§6401.7).
 - c. *Site-Specific Safety and Health Plan (SSHP):* SSHP shall describe health and safety procedures to be implemented during all phases of work in order to ensure safety of the public and those performing the work. The SSHP shall

be modeled after the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, section 5192, Item (b)(4)f.

- d. *Confined Space Program:* The site contains permit- and non-permit-confined spaces. Sonoma Water will provide Consultant with any available information regarding existing permit space hazards, entry operations, and safety information relating to work in the existing permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, §5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, Consultant shall verbally notify Sonoma Water of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.

5. PAYMENT

- 5.1. *Total Costs:* Total costs under this Agreement shall not exceed \$995,237.
 - a. Total costs for all work except Optional Task shall not exceed \$844,826.
 - b. Total costs for Optional Task, if requested in writing by Sonoma Water, shall not exceed \$150,411.
 - c. No more than \$713,000 will be paid for Tasks 1 through 6 until the final design submittal is submitted.
- 5.2. *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 (Schedule of Costs). 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 21/22-068B.
 - c. Sonoma Water's Project-Activity Code T0447C001.
 - d. Task performed with an itemized description of services rendered by date.
 - e. Summary of work performed by subconsultants, as described in Paragraph 16.4.
 - f. Time in quarter hours devoted to the task.
 - g. Hourly rate or rates of the persons performing the task.
 - h. List of reimbursable materials and expenses.
 - i. Copies of receipts for reimbursable materials and expenses.

- 5.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit F (Estimated Budget for Scope of Work). Exhibit F (Estimated Budget for Scope of Work) will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 5.2 above.
- 5.5. *Rate Changes:* Upon at least 30 days written notice, Consultant may change the hourly rates up to 6 percent per year, commencing March 2023 and no more than once every 12 months thereafter.
- 5.6. *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.
- 5.7. *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 5.7.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 5.7.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 18 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

6. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

- 6.1. *Term of Agreement:*
- a. The term of this Agreement shall be from October 27, 2022, ("Effective Date") to August 30, 2028, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

- b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article and of the first extension option. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and Consultant.
- 6.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

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 13.11 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

- 8.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on Sonoma County Water Agency's part, but, to the extent required by law, excluding liability due to Sonoma County Water Agency's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents 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 G (Insurance Requirements).

10. PROSECUTION OF WORK

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

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 web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.
- 12.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the internet, public outreach materials), Consultant shall include a descriptive summary describing how all submittal documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 12.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such submittals. Consultant agrees to cooperate with Sonoma Water 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.
- 12.5. *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 submittal intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall

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

- a. Cancel any delivery or task order
- b. Terminate this Agreement pursuant to the provisions of Article 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.

12.6. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept submittals 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. 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 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.

13.2. *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. 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 Sonoma Water.[template update]

- 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 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.
- 13.5. *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.
- 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 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.
- 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. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex,

marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 13.9. ***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.[template update]
- 13.10. ***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[template update], if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 13.11. ***Ownership and Disclosure of Work Product:*** All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of 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.
- 13.12. ***Authority:*** The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.**[TEMPLATE UPDATE]**

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 Sonoma Water to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall 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 Sonoma Water 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 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.
- 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>Name</i>	<i>Type of Services</i>	<i>Prevailing Wages Apply? Y/N</i>
A T.E.E.M. Electrical Engineering	Electrical Engineering	N
ZFA Structural Engineers	Structural Engineering	N
TEP Engineering	HVAC and Mechanical Engineering	N
HDR	Geotechnical Engineering	N
HDR	Cone Penetrating Testing	Y

- 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:
- Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
 - 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. MEDIATION OF DISPUTES

- 17.1. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, Sonoma Water and Consultant agree first to try in good faith to settle the dispute by mediation. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. If the dispute also involves claims against or by a construction contractor who has used or otherwise relied on any work product of Consultant, the Parties agree that the mediation required by this Article 17 will include the construction contractor as a participant. The cost of mediation shall be equally shared by the participating parties. Unless the participation of a construction contractor is required and that indispensable contractor is subject to an incompatible stipulation with Sonoma Water with regard to the same matters, the parties further agree that:

- a. The mediation shall be conducted in Santa Rosa, California.
- b. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
- c. The parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

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

- 18.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

- 18.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 18.

19. **MISCELLANEOUS PROVISIONS**

- 19.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 19.2. *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.
- 19.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and 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.
- 19.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 19.5. *No Third-Party Beneficiaries:* Except as provided in Article 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.

- 19.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 19.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 19.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 19.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 19.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 19.11. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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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 21/22-068B

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

Approved as to form:

By: _____
Cory Wurtzel O'Donnell
Chief Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

Brelje & Race Consulting Engineers, a
California corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
November 4, 2025

By: _____

(Please print name here)

Date: _____

Title: _____

Date: _____

DIR Registration #: 1000003032

Exhibit A

Map



River Diversion Structure Vicinity Map

Not to Scale

Exhibit B

Scope of Work

1. PROJECT DESCRIPTION

- 1.1. Equipment in the River Diversion Structure (RDS) has reached or exceeded its useful service life and is due for replacement to ensure continued operation with minimal maintenance needs. See Exhibit A (Map) for the approximate Project location.
- 1.2. The scope of work for this Project includes design for the following:
 - a. Replacement of three vertical turbine pumps.
 - b. Replacement of the medium step-down transformer.
 - c. Replacement of the motor control center.
 - d. Replacement of facility lighting.
 - e. Replacement of heating, ventilation, and air conditioning (HVAC) equipment.
 - f. Replacement of the programmable logic controller (PLC) and optimization of operations with updated controls.
 - g. Replacement of the stairway and platform leading to the RDS and addition of a secondary means of egress.
 - h. Removal of unnecessary or obsolete equipment.
 - i. Redesign of the equipment layout and simplification of electrical systems to improve safety, reliability, and efficiency of operations.
 - j. Design new pump sole plates to replace the existing non-compliant sole plates.
 - k. Design a new platform structure to support medium voltage switchgear and transformer electrical equipment.
 - i. Develop a site plan background showing existing features outside of the RDS structure to identify potential conflicts between proposed supports and underground utilities.
 - ii. Perform geotechnical investigation to provide design parameters and recommendations.
 - l. Design the slip-lining of the two existing 30-inch pump discharge pipes with 24-inch pipe to provide consistent discharge head configurations, outlet valves, and hydraulic conditions of the three proposed pumps.
 - i. Map the alignment of the existing pipelines to verify the feasibility of slip-lining and delineate the scope of these improvements.
 - m. Evaluate three alternatives for the addition of isolation valves and check valves on each pump discharge line, and include Sonoma Water's preferred alternative in construction documents.

- n. Design discharge flow metering facilities including meters, pipe appurtenances, discharge vault structure to house meters and isolation valves on discharge piping, and power and control facilities for flow meters.
- o. Develop plans and specifications describing requirements for temporary pumping facilities and sequencing of the work.
- p. Develop details for the permanent isolation and abandonment of underground piping that currently connects to either the discharge pipes or the stilling well piping within the caisson.
- q. Design underground piping between the dam fill manifold and existing dam fill pipeline to replace existing above ground hose.
 - i. Include mapping of existing underground piping and appurtenances beneath the RDS structure to identify tie-in locations and avoid conflicts with piping to remain.
- r. Design necessary ancillary infrastructure necessary for the pumps to be water-flush lubricated pumps, which includes the following improvements:
 - i. New turnout off the existing Wohler Intertie Aqueduct pipeline and approximately 600 linear feet of 4-inch pipeline to the RDS facility.
 - ii. Backflow preventer on the new 4-inch pipeline serving the RDS facilities.
 - iii. Water-flush lubrication facilities.
- s. Design additional electrical and controls elements including:
 - i. A second switch for future underground 12kV power supply interlocked with the overhead 12kV power supply in the exterior switchgear.
 - ii. Dedicated 48V DC power distribution from the RDS to the fish ladder viewing gallery.
 - iii. Connection of dam pump controls and caisson/dam level transmitted to PLC/SCADA.
 - iv. Chlorine leak annunciator and turbidimeter.
 - v. Communication system updates as described in the Design Report.
 - vi. Lighting for the fish ladder.
- t. Perform a drift analysis to identify the implications of removing the Bethlehem Steel rope between the Wellfield Building and the RDS.
 - i. Perform geotechnical investigation and analysis to evaluate seismic loads on existing RDS caisson and Wellfield Building piles.
 - ii. Based on the results of the analysis, recommend any necessary modifications to the existing structures.
 - iii. Abandon existing equipment related to power and control of the Wellfield and use existing Wellfield Building to house a portion of the proposed power and control equipment for the RDS Upgrade. Perform structural assessment of existing Wellfield Building. Design heating and ventilation improvements for Wellfield Building.

- u. Design improvements to the roof structure as needed to support a roof-mounted exhaust fan and discharge hood.
- v. Prepare pre-purchase solicitation documents for pumps and motors, and for electrical switchgear and transformer including technical specifications and exhibits. Revise construction documents to reflect installation of owner furnished equipment

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. ENVIRONMENTAL SERVICES

- 3.1. Not included in Scope of Work.

4. RIGHTS-OF-WAY

- 4.1. In accordance with Paragraphs 4.2, 4.3, 4.4, and 4.5 of Exhibit D (Sonoma Water Standards).

5. COST ESTIMATES

- 5.1. The following modifications supplement standards in Exhibit D (Sonoma Water Standards).
 - a. Add the following as 5.1 and 5.2, and renumber paragraphs accordingly.
 - [5.1 Preliminary Cost Estimates and Statement of Probable Construction Costs](#)
 - [a. Provide preliminary cost estimates for alternatives evaluated in Design Report.](#)
 - [5.2 Provide cost estimates at 30%, 60%, 90%, and 99% design.](#)

6. DESIGN SERVICES

- 6.1. The following modifications supplement standards in Exhibit D (Sonoma Water Standards).
 - a. Subparagraphs 6.6.a and 6.6.c are not required for the Project.
 - b. Modify subparagraph 6.7.d as follows:
 - d. Prepare meeting minutes [and decision log](#) for each meeting and submit to Sonoma Water within 7 days of each meeting.

7. SURVEYING SERVICES

- 7.1. Not included in Scope of Work (Sonoma Water will perform surveying services in accordance with Exhibit D [Sonoma Water Standards]). Consultant shall coordinate with Sonoma Water regarding survey services. Consultant and Sonoma Water shall mutually agree upon schedule for survey.

8. DRAFTING SERVICES

8.1. In accordance with Exhibit D (Sonoma Water Standards).

9. SPECIFICATIONS PREPARATION

9.1. In accordance with Exhibit D (Sonoma Water Standards).

10. OPERATIONS AND MAINTENANCE MANUAL(S) MODIFICATIONS

10.1. In accordance with Exhibit D (Sonoma Water Standards).

11. ASSISTANCE DURING BIDDING AND CONSTRUCTION

11.1. The following modifications supplement standards in Exhibit D (Sonoma Water Standards).

- a. Modify Paragraph 11.2.c as follows: Assist Sonoma Water by answering request(s) for information (RFIs), as requested by Sonoma Water (up to ~~30~~ 15 RFIs).

12. SUBMITTAL OF DOCUMENTS

12.1. In accordance with Exhibit D (Sonoma Water Standards), except as modified below

- a. Modify subparagraph 12.2.b as follows:
 - b. Technical Specifications and Operation and Maintenance Manual(s) modifications (including tables, charts, and drawings), Project schedules, construction cost estimates, and other documents, if any: Provide in electronic media format compatible with Microsoft® 365. Ensure that there are no discrepancies between electronic and hard copies.

13. OPTIONAL TASK(S)

13.1. Optional Task: Additional Services (Cost Included in Agreement)

- a. Do not proceed with this task unless requested in writing by Sonoma Water.
- b. Perform additional services as requested by Sonoma Water to support the work under this Agreement. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water. Submittals and due dates to be determined.

Exhibit C

Schedule and Submittals

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
Notice to Proceed with Design	-	Immediately upon execution of this Agreement
Kick-off Meeting Submittal	Preliminary Cost Estimate	No later than 7 calendar days prior to Kick-off Meeting
Kick-off Meeting	-	No later than 10 calendar days following Notice to Proceed with Design
Kick-off Meeting Minutes	Project Decision Log (spreadsheet)	Within 7 calendar days of Kick-off Meeting
Design Workshop Submittal	- Assumptions and preliminary conclusions to be included in the draft Design Report - Design workshop agenda	Within 14 calendar days after Kick-off meeting
Design Workshop	-	Within 21 calendar days after Kick-off meeting
Design Workshop Minutes		Within 7 calendar days of Design workshop
Draft Design Report	Draft design report	No later than 49 calendar days after Kick-off meeting
Sonoma Water comments on Draft Design Report, if any	-	Within 14 calendar days after receipt of Draft Design Report
Resubmittal of Draft Design Report	Revised Design Report	Within 14 calendar days after receipt of Sonoma Water's comments
Final Design Report	Final Design Report	Within 7 calendar days of Sonoma Water's approval of Design Report
Final Design Site Visit	-	Within 30 calendar days of Sonoma Water's comments on Final Design Report

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
30% Design Submittal	• Drawings • Technical memorandum summarizing design parameters • Draft Geotechnical Investigation Report • Construction cost estimate • Design Notebook • Draft Table of Contents for specification	No later than 130 calendar days after Geotechnical field work performed
30% Design Review Meeting	-	Within 21 calendar days after 30% Design Submittal
30% Design Review Meeting Minutes	• Project Decision Log (spreadsheet)	Within 7 calendar days of 30% Design Review Meeting
Final Geotechnical Investigation Report	-	No later than 30 calendar days after 30% Design Submittal
60% Design Submittal	• Drawings • Technical specifications • Bid item descriptions • Construction schedule • Construction cost estimate • Design Notebook	No later than 70 calendar days after 30% Design Review Meeting
60% Design Review Meeting	-	Within 21 calendar days after 60% Design Submittal
60% Design Review Meeting Minutes	• Project Decision Log (spreadsheet)	Within 7 calendar days of 60% Design Review Meeting
90% Design Submittal	• Drawings • Technical specifications • Bid item descriptions • Construction Schedule • Construction cost estimate • Design Notebook • Design review meeting agenda	No later than 70 calendar days after 60% Design Review Meeting
90% Design Review Meeting	-	Within 21 calendar days after 90% Design Submittal
90% Design Review Meeting Minutes	• Project Decision Log (spreadsheet)	Within 7 calendar days of 90% Design Review Meeting

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
99% Design Submittal	• Drawings • Technical specifications • Bid item descriptions • Technical memorandum summarizing design parameters • Construction Schedule • Construction cost estimate • Design Notebook	Within 42 calendar days after 90% Design Review Meeting
99% Design Review Meeting	-	At least 35 calendar days after 99% Design Submittal
99% Design Review Meeting Minutes	• Project Decision Log (spreadsheet)	Within 7 calendar days of 99% Design Review Meeting
Final Submittal	• Per Exhibits A and B	Within 28 calendar days after 99% Design Review Meeting
Operation and Maintenance Manual(s) Meeting	-	Within 21 calendar days after Final Submittal
Draft Addenda submittals, if applicable	As appropriate	At least 8 calendar days prior to Project bid opening
Final Addenda submittals, if applicable	Addenda drawing(s)	At least 7 calendar days prior to Project Bid opening
Operation and Maintenance Manual(s) Modifications	1 complete set of final Operation and Maintenance Manual modifications	No later than 7 calendar days prior to system start-up
Conformed Drawing Submittal, if requested by Sonoma Water	Conformed drawing(s)	Within 7 calendar days of Sonoma Water's request

Exhibit D

Sonoma Water 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 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. HAZARDOUS WASTE

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

3. ENVIRONMENTAL SERVICES

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

4. RIGHTS-OF-WAY

- 4.1. Sonoma Water will acquire such permissions or rights necessary for Sonoma Water and its Consultant(s) to gain lawful entry into, across, over or upon 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).
- 4.2. At the project Kick-off meeting and thereafter, identify the entry/access in/onto private property (not owned by Sonoma Water) that is needed in connection with investigations, surveys, or studies required for Consultant to provide the services described in Exhibit B (Scope of Work).
- 4.3. Coordinate with Sonoma Water in a timely manner to allow Sonoma Water 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 B (Scope of Work) as needed.

- 4.4. Submit requests for Permission to Enter needed for Consultant's access to private property (not owned by Sonoma Water) to Sonoma Water 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 Sonoma Water 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 Sonoma Water to define and clarify Sonoma Water's requirements for the Project and available data.
 - ii. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Consultant.
 - iii. Identify and evaluate at least three alternative solutions available to Sonoma Water and, after consultation with Sonoma Water, recommend to Sonoma Water those solutions that in Consultant's judgment meet Sonoma Water's requirements for the Project.
 - iv. Identify key utility locations and identify utility conflicts, if any.
 - v. 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.
 - vi. For sanitation projects, inspect the existing condition of manholes and document condition using Sonoma Water-supplied form.

- vii. For sanitation projects, inspect the existing condition of sewer main cleanouts and log any variances from Sonoma County Water Agency Sanitation Standards.
- viii. 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 Sonoma Water 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 Sonoma Water 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 Sonoma Water shall be incorporated, any outstanding issues resolved, and specifications and drawings essentially complete.
- f. Final:
 - i. Specifications and drawings shall be complete and Sonoma Water 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 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. 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 Sonoma Water for review and approval within 30 calendar days after Kick-off meeting.
- c. Sonoma Water will provide comments within 14 calendar days of Design Report submittal. Incorporate Sonoma Water 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 Sonoma Water-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 Sonoma Water 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 State of California Department of Transportation, the County of Sonoma Permit and Resource Management Department, and the City of Sonoma.
 - b. Determine right-of-way needs for the Project and provide information to Sonoma Water, 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 Sonoma Water 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 Sonoma Water 7 days prior to each meeting.
 - b. Prepare technical memorandum summarizing design parameters.
 - c. At meetings, discuss the progress and direction of the design. Advise Sonoma Water in writing how Sonoma Water comments impact Project scheduling and cost.
 - d. Prepare meeting minutes for each meeting and submit to Sonoma Water within 7 days of each meeting.
 - e. Meetings shall be held at Sonoma Water'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 Sonoma Water.
- 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 Sonoma Water 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, Sonoma Water 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 Sonoma Water 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.
 - b) 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.
 - c) Line-work representing the observation network (where applicable).
 - d) Traverse lines and survey ties.
 - e) Original field notes and observation or session sheets.
 - f) Raw data and coordinate files.
 - g) Monument records and data sheets for control constraints.
 - h) Data processing and adjustment reports.
 - i) Tabular list of final adjusted coordinates and elevations.
 - j) 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 Sonoma Water ("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 Sonoma Water-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 Sonoma Water.
- 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 Sonoma Water'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 Sonoma Water-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. Sonoma Water 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 Sonoma Water, provide conformed drawings within 7 calendar days of request. Sonoma Water’s standard will be provided by Sonoma Water’s Project Manager.

9. SPECIFICATIONS PREPARATION

- 9.1. Assist Sonoma Water's Project Manager in completing Sonoma Water'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 Sonoma Water'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 Sonoma Water 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 Sonoma Water'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 Sonoma Water's Project Manager, reconcile redundancies and conflicts with Sonoma Water-prepared Division 0 and Division 1 requirements.

10. OPERATION AND MAINTENANCE MANUAL(S) MODIFICATIONS

- 10.1. Prepare modifications to Sonoma Water'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 Sonoma Water ("questions") during bid advertisement period.
 - b. Communicate only through Sonoma Water.
 - c. Immediately hand-deliver or email copies of bidder questions (non-Sonoma Water questions) directed to Consultant to Sonoma Water.
 - d. Alert Sonoma Water to potential impacts, if any, associated with questions including, but not limited to, impacts on schedule and cost.
 - e. Upon request from Sonoma Water, prepare addenda to clarify, correct, or change the technical specifications or drawings in accordance with the following:
 - i. Article 8, Article 9, and Article 12.
 - ii. Sonoma Water-provided drafting standards and standard form for addenda.
 - iii. Submit within 2 working days after request.
- 11.2. For construction:
- a. Assist Sonoma Water by providing engineering and related services after the receipt of construction bids as requested by Sonoma Water.
 - b. Attend preconstruction conference.
 - c. Assist Sonoma Water by answering request(s) for information (RFIs), as requested by Sonoma Water (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 Sonoma Water 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 Sonoma Water’s Project Manager regarding acceptability of the proposed substitution.
- iv. Upon completion of review, return the submittals with any written narratives to Sonoma Water.
- e. Upon request from Sonoma Water, provide construction site visits. Write summary memo of each site visit requested and provide to Sonoma Water 2 working days after date of site visit.
- f. Review and comment on proposed change order(s), if any. Provide comments to Sonoma Water in writing within 2 working days after receipt of the proposed change order(s).

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 Sonoma Water (unless noted otherwise).
- b. Comply with requirements of Article 12 (Content Online Accessibility).
- c. If changes that Sonoma Water has not previously approved are made to the drawings or specifications after the 99% design review meeting, submit drawing(s) or specifications to Sonoma Water 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 Sonoma Water AutoCAD at time of Agreement execution. Earlier compatible versions or alternate compatible AutoDesk vertical products may only be used upon written approval of Sonoma Water.
- 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 19.11 (Counterpart; Electronic Signatures).

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.

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Exhibit E

Schedule of Costs

1. SCHEDULE OF COSTS UNDER ORIGINAL AGREEMENT

PERSONNEL	
Title(s)	Hourly Rate(s)
Senior Principal	\$240
Associate Principal	\$225
Managing Engineer	\$210
Senior Project Advisor	\$205
Senior Engineer	\$200
Engineer II	\$185
Engineer I	\$175
Engineering Technician	\$155
Senior Planner	\$175
Planner	\$150
Senior Surveyor	\$180
Surveyor	\$165
Survey Technician	\$155
CAD Supervisor	\$160
CAD Designer	\$145
CAD Technician	\$140
Engineering Intern	\$130
Construction Engineer	\$165
Construction Technician 2	\$145
Construction Technician 1	\$125
Technical Writer	\$120

EXPENSES	
Item	Cost
Subconsultant (Electrical): A.T.E.E.M	at cost plus 10%, not to exceed \$64,400
Subconsultant (Structural): ZFA Structural Engineers	at cost plus 10%, not to exceed \$14,800
Subconsultant (HVAC/Mechanical): TEP Engineering	at cost plus 10%, not to exceed \$9,400
Reproduction and Plotting	at cost plus 10%, not to exceed \$500

2. **SCHEDULE OF COSTS UNDER FIRST AMENDED AND RESTATED AGREEMENT**

PERSONNEL	
Title(s)	Hourly Rates (effective March 1, 2023)
Senior Principal	\$250
Associate Principal	\$235
Managing Engineer	\$220
Senior Project Advisor	\$215
Senior Engineer	\$210
Engineer II	\$195
Engineer I	\$185
Engineering Technician	\$155
Senior Planner	\$175
Planner	\$150
Senior Surveyor	\$180
Surveyor	\$165
Survey Technician	\$155
CAD Supervisor	\$160
CAD Designer	\$145
CAD Technician	\$140

Engineering Intern	\$130
Construction Engineer	\$165
Construction Technician 2	\$145
Construction Technician 1	\$125
Technical Writer	\$120
EXPENSES	
Item	Cost
Subconsultant (Electrical): A.T.E.E.M	at cost plus 10%, not to exceed \$107,900
Subconsultant (Structural): ZFA Structural Engineers	at cost plus 10%, not to exceed \$53,350
Subconsultant (HVAC/Mechanical): TEP Engineering	at cost plus 10%, not to exceed \$9,400
Subconsultant (Geotechnical Engineering and Cone Penetration Testing): HDR	At cost plus 10%, not to exceed \$87,120
Reproduction and Plotting	at cost plus 10%, not to exceed \$500

3. **SCHEDULE OF COSTS UNDER SECOND AMENDED AND RESTATED AGREEMENT**

PERSONNEL	
Title(s)	Hourly Rates (effective March 1, 2025)
Senior Principal	\$275
Associate Principal	\$255
Managing Engineer	\$240
Senior Project Advisor	\$240
Senior Engineer	\$230
Engineer II	\$215
Engineer I	\$205
Engineering Technician II	\$185

Engineering Technician I	\$175
Senior Planner	\$200
Planner	\$170
Senior Surveyor	\$200
Surveyor	\$190
Senior Survey Technician	\$180
Survey Technician	\$160
CAD Technician Supervisor	\$180
CAD Designer	\$170
CAD Technician	\$155
Engineering Intern	\$130
Construction Engineer	\$185
Construction Technician II	\$170
Construction Technician I	\$155
Technical Writer	\$135
Clerical Services	\$105
EXPENSES	
Item	Cost
Subconsultant (Electrical): A.T.E.E.M	at cost plus 10%, not to exceed \$124,608 107,900
Subconsultant (Structural): ZFA Structural Engineers	at cost plus 10%, not to exceed \$91,400 53,350
Subconsultant (HVAC/Mechanical): TEP Engineering	at cost plus 10%, not to exceed \$9,400
Subconsultant (Geotechnical Engineering and Cone Penetration Testing): HDR	At cost plus 10%, not to exceed \$87,120
Reproduction and Plotting	at cost plus 10%, not to exceed \$500

Exhibit F

Estimated Budget for Scope of Work

Task	Cost
Task 1: Project Initiation and Scoping (Kickoff and Workshop)	\$86,000
Task 2: 30% Design	\$252,270
Task 3: 60% Design	\$143,480
Task 4: 90% Design	\$163,883
Task 5: 99% Design	\$47,385
Task 6: Final Submittal	\$34,148
Task 7: Assistance During Bidding and Construction	\$117,660
Task 8: Optional Task	\$150,411
Total	\$995,237

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Exhibit G

Insurance Requirements

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

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

1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. Required Evidence of Insurance: Certificate of Insurance.
 - e. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum

limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability

Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water.
- 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. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. 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.
- 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. 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.

- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Coverage shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.
- e. Sonoma County Water Agency, its officers, agents, and employees, shall be additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the work.
- f. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.6. 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.

1.7. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 21/22-068B.
- 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



BREL&RA-01

MCCOWANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/15/2025

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

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

PRODUCER License # 0E67768 IOA Insurance Services 3636 Nobel Drive Suite 410 San Diego, CA 92122	CONTACT NAME: Lea Coleman PHONE (A/C, No, Ext): (619) 400-1996 FAX (A/C, No): E-MAIL ADDRESS: lea.coleman@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : RLI Insurance Company	13056
	INSURER B : Hudson Insurance Company	25054
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED

Brelje & Race Consulting Engineers
475 Aviation Blvd., Suite 120
Santa Rosa, CA 95403

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Cont Liab/Sev of Int GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	PSB0001394	2/28/2025	2/28/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Ded \$ 0
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY Comp.: \$1,000 ☒ NON-OWNED AUTOS ONLY Coll.: \$1,000	X	X	PSA0001260	2/28/2025	2/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			PSE0001273	2/28/2025	2/28/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	PSW0001181	9/1/2025	9/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab.			PRB0619120391	2/28/2025	2/28/2026	Per Claim 2,000,000
B	Ded.: \$25K Per Claim			PRB0619120391	2/28/2025	2/28/2026	Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: River Diversion Structure Modernization - TW 21/22-068B

Sonoma Water is Additional Insured with respect to General and Auto Liability per the attached endorsements as required by written contract. Insurance is Primary and Non-Contributory. Waiver of Subrogation applies to General Liability, Auto Liability and Workers' Compensation.

30 Days Notice of Cancellation with 10 Days Notice for Non-Payment of Premium in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

Sonoma Water PO Box 11628 Santa Rosa, CA 95406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>T. Kelly Howell</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. C. WHO IS AN INSURED is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

2. The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® BUSINESS AUTO ENHANCEMENT

SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured**
- B. Employees As Insureds**
- C. Blanket Additional Insured**
- D. Blanket Waiver Of Subrogation**
- E. Employee Hired Autos**
- F. Fellow Employee Coverage**
- G. Auto Loan Lease Gap Coverage**
- H. Glass Repair – Waiver Of Deductible**
- I. Personal Effects Coverage**
- J. Hired Auto Physical Damage Coverage**
- K. Hired Auto Physical Damage – Loss Of Use**
- L. Hired Car – Worldwide Coverage**
- M. Temporary Transportation Expenses**
- N. Amended Bodily Injury Definition – Mental Anguish**
- O. Airbag Coverage**
- P. Amended Insured Contract Definition – Railroad Easement**
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound**
- R. Notice Of And Knowledge Of Occurrence**
- S. Unintentional Errors Or Omissions**
- T. Towing Coverage**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

An “employee” of yours is an “insured” while operating an “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

(1) Any covered “auto” you lease, hire, rent or borrow; and

(2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

F. Fellow Employee Coverage

SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5. does not apply if you have workers compensation insurance in-force covering all of your employees.

G. Auto Loan Lease Gap Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and

2. Any:

a. Overdue lease/loan payments at the time of the “loss”;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

H. Glass Repair – Waiver Of Deductible

SECTION III – PHYSICAL DAMAGE COVERAGE,

D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
 - (a) \$60,000
 - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
 - (c) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- (2) An adjustment for depreciation and physical condition will be made in the event of a total “loss”.
- (3) If a repair or replacement results in better than like kind or quality, we will not pay for the betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:
 - (a) Any “auto” that is hired, rented or borrowed with a driver; or
 - (b) Any “auto” that is hired, rented or borrowed from your “employee”.

K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

- e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:
 - (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
 - (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

f. Hired Car – Worldwide Coverage

- (1) We will pay all sums an “insured” legally must pay as damages because of “bodily injury” or “property damage” to which this insurance applies, caused by an “accident” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and “suits” and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
 - (i) For the amount of damages because of liability imposed upon you by law on account of “bodily injury” or “property damage” to which this insurance applies, and
 - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or “suits”. Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph **2.c.** above, and all expenses incurred by you arising out of any single “accident” or “loss”.
- (4) You must maintain the greater of the following primary auto liability insurance limits:
 - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
 - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the “accident” occurs; or
 - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a “loss”, we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

M. Temporary Transportation Expenses

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered “auto”.
- (2) We will pay only for those covered “autos” for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered “loss” and ends at the time when the covered “auto” can be reasonable repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

“Bodily injury” also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

P. Amended Insured Contract Definition – Railroad Easement

SECTION V – DEFINITIONS paragraph H. “Insured contact” is modified as follows:

- 1. Paragraph **H.3.** is replaced by the following:
 - 3. Any easement or license agreement.
- 2. Paragraph **H.6.a.** is deleted.

Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "autos" electrical system, in or upon the covered "autos"; or

R. Notice Of And Knowledge Of Occurrence

SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss, subparagraph **a.** is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

S. Unintentional Errors Or Omissions

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

T. Towing Coverage

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
 - a. All labor must be performed at the place of disablement; and
 - b. If the covered auto is a private passenger type no deductible applies; and
 - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before the loss.

Job Description

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **09/01/2025**

Insured

Brelje & Race Consulting Engineers

Policy No. PSW0001181

Insurance Company

RLI Insurance Company

Endorsement No.

Countersigned By _____

and any additional periods if specified in Sections 1.1, 1.2, 1.3, 1.4, or 1.5 above.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.8. Policy Obligations

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

1.9. 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.

Exhibit H **Waiver of Insurance Requirements**

This Exhibit modifies the insurance requirements as specified in Exhibit G

Department Sonoma County Water Agency Department Contact Dale Roberts Phone 707-547-1979
 Contractor, Consultant, Vendor, Licensee, Tenant Brelje & Race Consulting Engineers
 Contact Person David Coleman Phone 707-636-3756
 Contract Term 8/27/2027 Contract Cost \$835,110 Template # 5
 Was there an RFP/RFQ or other competitive process for this agreement? Yes X No
 If yes, was an exception to the Insurance Requirements noted in the Vendor's proposal? Yes No X

- ♦ *If only Section I waivers are required, submit to your Department Head or designee for signature. **Do not submit to Risk.***
- ♦ *If only Section II waivers, or a combination of Section I and II waivers, are required, **submit to Risk.***

Section I - Department Waivers – (Must be designated “Department Waiver” in the Template Assistant)

Requirement to be Waived and Reason

- ☐ Workers Compensation: Waive Subrogation Waiver.
- ☐ General Liability: Waive General Aggregate per location or per project; General Aggregate is at least double the Occurrence Limit.
- ☐ General Liability: Waive requirement for Subrogation Waiver because insurer will not provide the coverage.
- ☐ General Liability (Suppliers of Products): Waive “Additional Insured – Vendors”. County does not distribute the product to the public.
- ☐ General Liability (Special Events): Waive Products/Completed Operations Coverage. Licensee will not sell or distribute food or other tangible items at the event.
- ☐ General Liability (Instructors/Trainers): Waive General Liability. Training does not involve the use of hazardous equipment, participation in physical activity, or medical training.
- ☐ General Liability (Therapists, Counselors, Social Workers and Psychologists): Waive General Liability. All services are provided in the consultant's office or on County premises and acceptable evidence of professional liability insurance has been provided.
- ☐ Auto Liability: Waive coverage and/or limits. Consultant or Contractor does no driving on behalf of the County or the driving is limited to attendance at meetings at County/Entity facilities.
- ☐ Auto Liability (Suppliers of Products): Waive coverage because vendor's goods are delivered by common carrier or contract carrier.
- ☐ Property Insurance (Long Term Tenants): Waive Property Insurance requirement. Tenant has not made improvements to the property or the current construction cost of the improvements is less than \$25,000.
- ☐ Mold Liability: Landlord cannot obtain the insurance.
- ☐ Standards for Insurance Companies: Waive A.M. Best's rating requirement.

Approved by Department Head, Department Designee or Risk Management

Date

Section II - Risk Management Waivers

Submit to Risk with the agreement including the Scope of Work.

General Liability Waivers

- ☐ Waive requirement for coverage

Reason: _____

- ☐ Waive requirement for additional insured endorsement

Reason: _____

- ☐ Waive primary & non-contributory language (if evidence is required)

Reason: _____

Auto Liability Waivers

- ☐ Accept lower limits

Reason: _____

- ☐ Waive hired & non-owned auto liability

Reason: _____

Workers Compensation Waivers

- ☐ Waive requirement for subrogation waiver endorsement (if required)

Reason: _____

Professional Liability Waivers

- ☐ Waive requirement for coverage

Reason: _____

- ☐ Accept lower limits

Reason: _____

Reason: _____

Pollution Liability Waivers

- ☐ Waive requirement for coverage
waive requirement for Breje & Race. Gregg Drilling has been retained for drilling portion of scope and will supply pollution liability coverage as required.

- ☐ Accept lower limits

Reason: _____

- ☐ Waive requirement for additional insured endorsement

Reason: _____

Other Waivers

- ☐ Describe: _____

Reason: _____

Approved by Risk Management

Date