

DRAFT Second Amended and Restated Agreement for Engineering and Design Services for Ely Booster Station Hazard Mitigation 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 **LEE & RO, INC.**, a California corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Consultant represents that it is a duly qualified and licensed engineering firm, experienced in design of potable water booster pump stations and related services.
- B. Ely Booster Station is part of Sonoma Water’s water transmission system. The booster station helps supply water to over 310,000 residents in Marin and Sonoma counties by pumping potable water to the City of Petaluma, the North Marin Water District, and the Marin Municipal Water District. The booster station is within five miles of the Rodgers Creek Fault and sits within the 100-year floodplain. The extreme elevation of the floodwaters threatens the operability of the booster station itself and raises safety concerns for onsite personnel.
- C. Over the past few years, issues have been identified that threaten the booster station’s reliability during flooding and seismic events.
- D. Under this Agreement, Consultant will design improvements to Sonoma Water’s Ely Booster Station to provide a long term, independent solution to the risks posed by flood and earthquake events. The design will include sealing and elevating electrical appurtenances above the 500-year floodplain, replacing the pump motor housing structures and switchgear equipment, and anchoring equipment critical to the operation of the booster station. These actions would effectively provide protection against a 500-year flood event, and a magnitude 7.0 earthquake.
- E. In July 2019, Sonoma Water was awarded a FEMA grant through the California Governor’s Office of Emergency Service for a structural retrofit of the Ely Booster Station (award number DR-4344 #PJ0505).
- F. Concurrent Resolution No. 04-0547, dated June 8, 2004, authorizes Sonoma County Water Agency’s General Manager to execute amendments to agreements related to the construction of projects (e.g., architectural design, engineering, inspection, etc.) so long as certain conditions are met, up to a maximum of \$50,000.
- G. Sonoma Water and Consultant first entered into this Agreement on March 23, 2020, in the amount of \$337,321.
- H. The First Amended Agreement added \$50,000 for seismic assessment and verification of the emergency back-up power generator, and additional design criteria, for a new agreement

total of \$387,321, and added three years to the term to accommodate the added work and equipment supply chain delays.

- I. This Second Amended and Restated Agreement increases the amount by \$133,497, expands the scope of work to include additional project management and coordination and more time for engineering review of construction submittals, and extends the Agreement term by one year for a new not-to-exceed Agreement total of \$520,818 and term end date of January 31, 2027.
- 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: Scope of Work.
 - b. Exhibit B: Schedule and Submittals.
 - c. Exhibit C: Schedule of Costs.
 - d. Exhibit D: Estimated Budget for Scope of Work.
 - e. Exhibit E: Federal Requirements – FEMA.
 - f. Exhibit F: Map.
 - g. Exhibit G: Insurance Requirements.

3. SCOPE OF SERVICES

- 3.1. *Consultant's Specified Services:* Consultant shall perform the services and submit the documents outlined in Exhibit A (Scope of Work) within the times or by the dates provided for in Exhibit B (Schedule and Submittals) and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Consultant
Project Manager: Dale Roberts	Contact: Tony Park

Sonoma Water	Consultant
Phone: 707-547-1979 Email: Dale.Roberts@scwa.ca.gov Grant Manager: Devin Chatoian Phone: 707-524-3783 Email: Devin.Chatoian@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, California 95403-9019	Vice President Phone: 925-627-3382 Email: tony.park@lee-ro.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	1199 South Fullerton Road City of Industry, California, 91748 Email: Gloria.Hodgers@lee-ro.com

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace,

substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.

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

4. PAYMENT

4.1. *Total Costs:*

- a. Total costs under this Agreement shall not exceed \$520,818.
- b. No more than \$468,736 will be paid until the final inspection is submitted.

4.2. *Method of Payment:*

- a. Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.

4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period in a form approved by Sonoma Water. The bills shall show or include:

- a. Consultant name.
- b. Agreement title and TW 19/20-004B.
- c. Sonoma Water's Project-Activity Code T0464C019.
- d. Task performed with an itemized description of services rendered by date.
- e. Summary of work performed by subconsultants, as described in Paragraph 15.4.
- f. Time in quarter hours devoted to the task.
- g. Name, title, and hourly rate or rates of the persons performing the task.
- h. List of reimbursable materials and expenses.
- i. Copies of receipts for reimbursable materials and expenses.

4.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.4 above.

4.5. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.

4.6. *Rate Changes:* Upon at least 30 days written notice, Consultant may change the hourly rates up to 3 percent per year, commencing one year from the Effective Date of this Agreement and no more than once every 12 months thereafter.

4.7. *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 4.6.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.6.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 17 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

4.8. *Funding:*

a. Funding for this Agreement is as follows:

Fiscal Years	Appropriation
2019/2020	\$337,321
2021/2022	\$50,000
2024/2025	\$133,497

b. Availability of Funding:

- i. Funding is available for Fiscal Year 2024/2025 shown in the above table.
- ii. Sonoma Water's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water's Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water's Board of Directors for the purpose of this Agreement.
- iii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water's Board of Directors, Sonoma Water shall have the

option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

4.9. *Federal Funds:*

- a. All or part of this Agreement will be paid with federal awards. As a pass-through entity, Sonoma Water is required to provide certain information regarding federal award(s) to Consultant as a sub recipient. In signing this Agreement, Consultant acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

CFDA Title	Hazard Mitigation Grant Program
CFDA Number	97.039
Award Name	Ely Booster Station Hazard Mitigation Project
Award Number	DR-4344-PJ0505
Federal Agency	U.S. Department of Homeland Security, Federal Emergency Management Agency (FEMA)
Pass-through Agency	California Office of Emergency Services

- b. As a sub recipient of federal awards, Consultant is subject to the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of states, Local Governments, and Non-Profit Organizations* (hereinafter “OMB Circular A-133”). In signing this Agreement, Consultant acknowledges that it understands and will comply with the provisions of OMB Circular A-133. One provision of OMB circular A-133 requires a sub recipient that expends \$500,000 in federal awards during its fiscal year to have an audit performed in accordance with OMB Circular A-133. If such an audit is required, Consultant agrees to provide Sonoma Water with a copy of the audit report within nine months of Consultant’s fiscal year end. Questions regarding OMB Circular A-133 can be directed to the Sonoma County Auditor-controller Treasurer-Tax Collector’s Office - General Accounting Division.
- c. Consultant is informed and aware that this Agreement is funded by a grant from FEMA (award number DR-4344-PJ0505), which grant is conditioned upon various terms that apply to Consultant. Consultant has reviewed the grant award documents attached hereto as Exhibit E (Federal Requirements – FEMA) and hereby agrees to comply with them to the extent they apply to a subrecipient.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

5.1. *Term of Agreement:*

- a. The term of this Agreement shall be from March 23, 2020 (“Effective Date”) to January 31, 2027, unless terminated earlier in accordance with the provisions of Article 6 (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.

- 5.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. **TERMINATION**

- 6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.11 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.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

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

7. INDEMNIFICATION

7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on 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, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

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

9. PROSECUTION OF WORK

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

10. EXTRA OR CHANGED WORK

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

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

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 11.3. *Certification:* With each final deliverable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with 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.
- 11.5. *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 deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period

of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:

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

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

12. REPRESENTATIONS OF CONSULTANT

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

12.2. *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.

12.3. *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.

- 12.4. *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.
- 12.5. *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.
- 12.6. *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.
- 12.7. *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.

- 12.8. *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.
- 12.9. *Drug-Free Workplace Certification (Certification of Compliance)*: By signing this Agreement, Consultant, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
 - b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Consultant's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of Consultant's drug-free policy statement, and
 - ii. Will agree to abide by terms of Consultant's condition of employment, contract or subcontract.
- 12.10. *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 work, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written

permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.

- 12.11. *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.
- 12.12. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.

13. PREVAILING WAGES

- 13.1. *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.
- 13.2. *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.

- 13.3. *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.
- 13.4. *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.

14. DEMAND FOR ASSURANCE

- 14.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 14 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

15. ASSIGNMENT AND DELEGATION

- 15.1. *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.

- 15.2. *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>
Bajada Geosciences, Inc.	Geotechnical Engineering	Y

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

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

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

16. **MEDIATION OF DISPUTES**

- 16.1. 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 16 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.

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

- 17.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 17.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 17.

18. MISCELLANEOUS PROVISIONS

- 18.1. *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.
- 18.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

- 18.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 18.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 18.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 18.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 18.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 18.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 18.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 18.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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

/

/

/

/

/

/

/

/

/

/

/

/

/

DRAFT

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

Reviewed as to funds:

TW 19/20-004B

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

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

LEE & RO, INC., a California corporation

DRAFT

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
March 11, 2025

By: _____

Name: _____

Title: _____

Date: _____

DIR Registration #: _____

Date: _____

Exhibit A

Scope of Work

1. PROJECT DESCRIPTION

- 1.1. The purpose of this project is to protect the Ely Booster Station against a 500-year flood event and a magnitude 7.0 earthquake. The design will include the following:
 - a. Sealing and elevating electrical appurtenances above the 500-year floodplain, namely:
 - i. Switchgear
 - a) Replacing Switchgear equipment.
 - b) Improving access and working clearances in existing Switchgear.
 - ii. Transformer.
 - iii. Generator.
 - b. Designing for reconductoring or re-terminating large cable terminations between equipment due to equipment's increased elevation.
 - c. Replacing the pump motor housing structures with seismically anchored soundproof curtains.
 - d. Seismically anchoring equipment critical to the operation of the booster station.

2. GENERAL

- 2.1. Consultant agrees to perform obligations described in this Agreement and to furnish necessary engineering skills, services, labor, supplies, supervision, and material required to perform and complete the Project.
- 2.2. By execution of this Agreement, Consultant warrants that it has carefully examined the Project site and has satisfied itself of local and 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 the 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.

3. TASKS

- 3.1. Task 1: Statement of Probable Construction Costs
 - a. Prepare a Statement of Probable Construction Costs broken down by bid item, and revise as required herein. Provide estimated quantities for unit

priced items. Construction cost estimate shall be prepared for each phase of design (Preliminary, 30%, 60%, 90%, 99%, Final Design).

3.2. Task 2: Design Schedule

- a. Prepare a revised design schedule with updated timeline for each phase of the Project (Preliminary, 30%, 60%, 90%, 99%, Final Design).

3.3. Task 3: Construction Schedule

- a. Prepare a construction schedule showing the anticipated timeframe for completing construction of major units. Use a simple bar chart approach for each item and indicate the anticipated critical path of construction. Prepare a revised construction schedule for each phase of the Project (Preliminary, 30%, 60%, 90%, 99%, Final Design).

3.4. Task 4: Design Services

a. Preliminary Design:

- i. 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 including, but not limited to, California Office of Emergency Services (Cal-OES), and Federal Emergency Management Agency (FEMA).
- iii. Identify and evaluate at least two 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. Each alternative solution must have an estimated construction cost associated with it.
- iv. Identify key utility locations and identify utility conflicts, if any.

b. Report:

- i. Prepare a design report for the Project (Design Report) that analyzes different options to floodproof the Ely Booster Station that includes the following:
 - a) Title page with name of Project, name of preparer, preparer's company name and address, and date.
 - b) Table of Contents.
 - c) A summary of results.
 - d) Conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternative solutions available to Sonoma Water that Consultant recommends.
 - e) A description of the work performed, including methodology, a detailed description of the inspections performed, literature

- reviewed, documents and records reviewed, and individuals and agencies contacted.
- f) Construction cost estimate itemized by bid item, as described in paragraph 3.1.
 - g) Appendix, including copies of documents, photographs, manufacturer's literature, and other records deemed appropriate.
 - h) Schematic drawings, sketches, and exhibits as necessary to illustrate the recommended Project.
 - i) A map of location of proposed facilities.
 - j) Proposed Design Schedule.
 - k) Proposed Construction Schedule.
 - l) Other information to support the recommendations.
- ii. Submit draft of Design Report to Sonoma Water for review and approval.
 - iii. Incorporate Sonoma Water comments on draft Design Report into final Design Report.
- c. Design:
- i. Prepare Project design, as recommended in Sonoma Water-approved Design Report.
 - ii. Identify and perform sufficient site investigation(s) for purpose of developing Project design.
 - iii. Prepare a detailed construction cost estimate for the Project as described in paragraph 3.1.
- d. Additional Requirements:
- i. Determine right-of-way needs for the Project and provide information to Sonoma Water.
 - ii. 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.
 - iii. Incorporate applicable requirements into Project.
- e. Design Stages and Meetings:
- i. Progress with design in the following stages and ensure that each stage includes the listed elements:
 - a) Kick-Off Meeting: Discuss Project scope and schedule.
 - b) Design Workshop: Present assumptions and preliminary conclusions to be included in the draft Design Report. Include generator verification and seismic assessment. Sonoma Water may direct the Consultant regarding the assumptions made that may alter the conclusions.
 - c) 30%: Project parameters shall be fully defined; calculations, including sizing of Project components, shall be complete; and preliminary

sketches and drawings shall be available. Indicate topographic property boundaries, USA mark-out, and potholing. Items listed below shall be included in deliverable:

1. Process and Instrumentation Diagram.
 2. Electrical Single Line Diagram.
 3. Grounding Plan.
 4. Conduit and Cable Schedule.
 5. Control Loop Diagram.
 6. Block Diagram.
 7. Draft specifications in CSI format
- d) 60%: Draft drawings shall describe the general size, nature, and complexity of the Project and indicate right-of-way; alignment and location of facilities should be final; draft specifications shall be completed with sufficient detail to allow Sonoma Water review and comment. Items listed below shall be included in deliverable:
1. Process and Instrumentation Diagram.
 2. Electrical Single Line Diagram.
 3. Grounding Plan.
 4. Conduit and Cable Schedule.
 5. Control Loop Diagram.
 6. Block Diagram.
 7. Draft specification in CSI format.
- e) 90%: Prepare drawings indicating the scope, extent, and character of the work to be provided by the contractor. Specifications and drawings, all-inclusive and in their entirety, shall be 90% completed and rights-of-way, permits, and regulatory considerations shall be resolved. Items listed below shall be included in deliverable:
1. Process and Instrumentation Diagram.
 2. Electrical Single Line Diagram.
 3. Grounding Plan.
 4. Conduit and Cable Schedule.
 5. Control Loop Diagram.
 6. Block Diagram.
- f) 99%: Changes and modifications from Sonoma Water shall be incorporated, any outstanding issues resolved, and specifications and drawings essentially complete. Items listed below shall be included in deliverable:
1. Process and Instrumentation Diagram.
 2. Electrical Single Line Diagram.
 3. Grounding Plan.
 4. Conduit and Cable Schedule.
 5. Control Loop Diagram.
 6. Block Diagram.

- g) Final Design: Specifications and drawings shall be complete and Sonoma Water comments incorporated into a final construction documents set.
- f. Meeting Information:
 - i. Arrange, attend, prepare agendas for, and conduct meetings at each design stage. Agendas must include:
 - a) Proposed topics.
 - b) Time allocated per topic.
 - ii. Prepare technical memorandum summarizing design parameters.
 - iii. At meetings, discuss the progress and direction of the design. Advise Sonoma Water in writing how Sonoma Water comments impact Project scheduling and cost.
 - iv. Prepare meeting minutes for each meeting.
 - v. Arrange and attend a meeting with Sonoma Water staff to discuss modifications to Sonoma Water's Operations and Maintenance Manual.
 - vi. Meetings shall be held at Sonoma Water's Office, 404 Aviation Boulevard, Santa Rosa, California.

3.5. Task 6: Drafting Services

- a. Prepare drawings necessary for bidding and construction of the Project using current Sonoma Water AutoCAD standard at time of Agreement execution. Earlier compatible versions or alternate compatible AutoDesk vertical products may only be used upon written approval of Sonoma Water. Include the following with sufficient detail to describe construction of the Project for Project advertisement and bidding purposes:
 - i. Title sheet with location map, vicinity map, index to drawings, and legend (abbreviations, symbols, etc.).
 - ii. Right-of-way drawings.
 - iii. Plans.
 - iv. Profiles (where applicable).
 - v. Sections.
 - vi. Construction details.
 - vii. Other drawings as may be needed for construction.
- b. Include the following features on each plan and profile drawing:
 - i. Location of control points with point number identification, elevation, and description, include bearings and distances for alignments and right-of-way lines where applicable.
 - ii. Graphic scale.
 - iii. North arrow.
 - iv. Key map.

- v. Elevations of and labels for existing features, structures, utilities, manholes, and drainage facilities.
- vi. Mapping showing streets, edges of pavement, ditch flowlines, and top of curb.
- c. Use 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.
- d. Prepare finished contract drawings and maps on a durable, dimensionally stable vellum 22" x 34" gross size. No hand-drawn media is allowed.
 - i. Finished contract drawings shall also be supplied in native AutoCAD format as specified in 3.5.a along with supporting files such as fonts, Xref and image files, point data, plotter and/or pen style table configuration files.
 - ii. Electronic drawing file names shall be at the direction of 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).
 - iii. Existing and design features shall be represented spatially accurate in "real world model space" in the CAD files. Coordinate information shall be preserved in its true and original orientation in real world space (X axis= East Coordinates, Y axis = North Coordinates, Z axis =Elevation; all in US Survey Feet Units; Scale 1:1). Data files, such as topo files and point files, may be "Xrefed" provided the Xref file is inserted at 0,0,0 and no rotation is imposed on the file.
 - iv. Each drawing file shall contain a layer named "CadNotes." This layer shall be a non-plot layer and shall contain pertinent "metadata" that includes, but is not limited to, the following:
 - a) Coordinate or projection basis.
 - b) Relevant survey, data dates.
 - c) Data sources, references.
 - d) Design notes, assumptions, or other relevant information useful to design review.
 - v. Prepare construction detail drawings in the same manner as described in this paragraph 3.5.d such that each detail item is represented in its full size in model space and is represented in a scale and orientation to appropriately and adequately convey the necessary information for construction on layout space.
 - vi. Sonoma Water will accept electronic drawing files with multiple "drawings" or "Sheet" layouts. Tab layouts are to be setup as follows:
 - a) Each layout tab's label shall be the drawing name (i.e. C1, G1, D1, P1, etc.) and therefore only include one sheet per layout tab. The layouts shall be set to the standard 22" x 34" sheet at a 1:1 scale.

- e. Minimize the use of notes on drawings. Specifications of any type shall be written in the specifications and shall not be added to drawings.
- f. Use match lines with appropriate sheet numbers.
- g. Use lettering size no smaller than a 0.12-inch tall for construction notes and data.
- h. Ensure that drawings are easily readable when reduced to 11" x 17."
- i. Reconcile drawings with specifications to minimize redundancies and avoid conflicts.
- j. If requested by Sonoma Water, provide conformed drawings. Sonoma Water's standard will be provided by Sonoma Water's Project Manager.
- k. Review post-construction record drawings. Sonoma Water's standard will be provided by Sonoma Water's Project Manager.

3.6. Task 7: Specifications Preparation

- a. Assist Sonoma Water's Project Manager in completing Sonoma Water's Project Manual Initiation Questionnaire.
- b. Prepare Divisions 2 through 49 (Technical Specifications), as appropriate, of the Project Manual as necessary for construction of the Project in conformance with the Project Manual concept of the Construction Specification Institute (CSI), using Sonoma Water's template, CSI's Project Resource Manual, and the 2018 edition of CSI's MasterFormat, including SectionFormat and PageFormat.
- c. Comply with applicable provisions of the Public Contract Code including, but not limited to, formal and informal bid procedures and the avoidance of closed proprietary specifications (where no substitutions are allowed).
- d. Assist 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.
- e. Provide bid item descriptions for inclusion in Division 1. Ensure that method of payment for materials, equipment, and work required to complete Project is described clearly.
- f. In coordination with Sonoma Water's Project Manager, reconcile redundancies and conflicts with Sonoma Water-prepared Division 0 and Division 1 requirements.

3.7. Task 8: Operation and Maintenance Manual(s) Modifications

- a. Prepare modifications to Sonoma Water's existing Operations and Maintenance Manual(s). At a minimum, include the following:
 - i. New sections to cover aspects of the Project that are not included in existing manual(s).

- ii. Modifications and revisions to existing sections that are affected by the Project.
- 3.8. Task 9: Assistance During Bidding and Construction
- a. For bidding:
 - i. Answer questions submitted by Sonoma Water (“questions”) during bid advertisement period.
 - ii. Communicate only through Sonoma Water.
 - iii. Immediately hand-deliver or email copies of bidder questions (non-Sonoma Water questions) directed to Consultant to Sonoma Water.
 - iv. Alert Sonoma Water to potential impacts, if any, associated with questions including, but not limited to, impacts on schedule and cost.
 - v. Upon request from Sonoma Water, prepare addenda to clarify, correct, or change the technical specifications or drawings in accordance with the following:
 - a) Paragraphs 3.5 and 3.6.
 - b) Sonoma Water-provided drafting standards and standard form for addenda.
 - b. For construction:
 - i. Assist Sonoma Water by providing engineering and related services after the receipt of construction bids as requested by Sonoma Water.
 - ii. Attend preconstruction conference.
 - iii. Assist Sonoma Water by answering request(s) for information (RFIs), as requested by Sonoma Water (up to 40 RFIs).
 - iv. Submittal Review (up to 90):
 - a) Review contractor’s submittals of information and shop drawings for the Project and either mark “No Exceptions Taken,” “Make Corrections Noted,” “Revise and Resubmit,” or “Rejected” on each submittal. Provide Sonoma Water with a brief written narrative of what is required from the contractor for items Consultant marks on each submittal response.
 - b) Ensure that copies of submittals reviewed are stamped, dated, and signed by the person performing the review.
 - c) Review items that have been submitted by the contractor as a substitution or an “approved equal” for specified items. Ensure that each substituted item meets the performance requirements specified in the Project specifications, and ensure its compatibility with other components of the operating system (electrical connections, size). Consult with Sonoma Water’s Project Manager regarding acceptability of the proposed substitution.
 - d) Upon completion of review, return the submittals with any written narratives to Sonoma Water.

- v. Upon request from Sonoma Water, provide construction site visits (up to 3). Write summary memo of each site visit requested and provide to Sonoma Water 2 working days after date of site visit.
- vi. Review and comment on proposed change order(s), if any (up to 10). Provide comments to Sonoma Water in writing within 2 working days after receipt of the proposed change order(s).
- vii. Upon request from Sonoma Water, assist Sonoma Water with final inspection.

3.9. Task 10: Schedule and Submittal of Documents

- a. Perform services and submit documents to Sonoma Water for review and approval in accordance with the schedule included in Exhibit B (Schedule and Submittals).
- b. Submittal requirements:
 - i. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Sonoma Water, unless noted otherwise
 - ii. Comply with requirements of Article 11 (Content Online Accessibility).
 - iii. Provide full-sized hard copy and electronic copy in PDF format as well as native AutoCAD dwg format at each design phase as described in Exhibit B. Include CTB or STB plot configuration file with electronic submittal to ensure correct and intended image quality when plotting from file.
 - iv. If changes that 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.
- c. Electronic media formats:
 - i. Survey information and drawings: Provide in electronic media format compatible with current Sonoma Water AutoCAD standard in drawing format (.DWG). To ensure there are no discrepancies between electronic and hard copies, provide plot style tables files.
 - ii. Technical Specifications and Operation and Maintenance Manual(s) modifications (including tables, charts, drawings, and other documents, if any): Provide in electronic media format compatible with Microsoft® Word 2016. Ensure that there are no discrepancies between electronic and hard copies.
- d. Final Drawing Submittal Requirements:
 - i. Prepare finished contract drawings and maps on vellum, 22" x 34" gross size. Drawings shall be "wet" stamped and signed by the appropriate disciplined professional.
 - ii. The final (100%) AutoCAD submittal shall consist of files with filenames specified by Sonoma Water's Drafting/GIS Section and include embedded

digital professional stamps and signatures. Drawings shall have filenames displayed per Sonoma Water-provided standards. Final submittal shall also include a composite PDF document of the drawing files formatted for half size (11" x 17") as well as full size (22" x 34"). Transmit to Sonoma Water via AutoCAD ETRANSMIT.

- e. The schedule in Exhibit B (Schedule and Submittals) is based upon timely review and decision making by Sonoma Water. Delays in the schedule caused by Sonoma Water will be cause for consideration of time extensions.

3.10. Optional Task 12: Additional Services

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

DRAFT

Exhibit B

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	<ul style="list-style-type: none"> • Kick-off meeting agenda (PDF and Word) • Preliminary Statement of Probable Construction Costs (Excel and PDF version) 	10 calendar days prior to Kick-off meeting
Kick-off Meeting	-	15 calendar days following Notice to Proceed with Design
Kick-off Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of Kick-off Meeting
Draft Design Report	Draft Design Report	45 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 Design Report	Revised Design Report	within 14 calendar days of receipt of Sonoma Water comments
Final Design Report	Final Design Report	within 7 calendar days of Sonoma Water's approval of Design Report
30% Design Submittal	<ul style="list-style-type: none"> • Half Size drawings (PDF and DWG format) • Technical memorandum summarizing design parameters (PDF and Word) • Construction cost estimate (Excel Spreadsheet and PDF) • Construction schedule • Process and Instrumentation Diagram • Single Line Diagram • Preliminary Statement of Probable Construction Costs • Draft Table of Contents for specifications • 30% design review meeting agenda (PDF and Word) 	60 calendar days after final Design Report submittal
30% Design Review Meeting	-	within 14 calendar days after 30% Design Submittal

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
30% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of 30% Design Review Meeting
60% Design Submittal	<ul style="list-style-type: none"> • Half Size drawings (PDF and DWG format) • Technical specifications (PDF and Word) • Bid item descriptions • Technical memorandum summarizing design parameters (PDF and Word) • Construction schedule • Revised Preliminary Statement of Probable Construction Costs (Excel Spreadsheet and PDF) • Design Notebook • 60% design review meeting agenda (PDF and Word) 	50 calendar days after 30% Design Review Meeting
60% Design Review Meeting	-	within 14 calendar days after 60% Design Submittal
60% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of 60% Design Review Meeting
90% Design Submittal	<ul style="list-style-type: none"> • Half Size drawings (PDF and DWG format) • Technical specifications (PDF and Word) • Bid item descriptions • Technical memorandum summarizing design parameters (PDF and Word) • Revised Preliminary Statement of Probable Construction Costs (Excel Spreadsheet and PDF) • Design Notebook • 90% design review meeting agenda (PDF and Word) 	40 calendar days after 60% Design Review Meeting
90% Design Review Meeting	-	within 14 calendar days after 90% Design Submittal
90% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of 90% Design Review Meeting

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
99% Design Submittal	<ul style="list-style-type: none"> • Half Size drawings (PDF and DWG format) • Technical specifications(PDF and Word) • Bid item descriptions • Technical memorandum summarizing design parameters (PDF and Word) • Statement of Probable Construction Costs (Excel Spreadsheet and PDF) • 99% design review meeting agenda (PDF and Word) 	within 30 calendar days after 90% Design Review Meeting
99% Design Review Meeting	-	28 calendar days after 99% Design Submittal
99% Design Review Meeting Minutes	One electronic copy of meeting minutes (PDF and Word)	within 7 calendar days of 99% Design Review Meeting
Final Submittal	<ul style="list-style-type: none"> • Complete set of revised and final stamped and wet signed original drawings • Complete set of electronic files with supporting files, plus full and half-size PDFs • Complete set of revised and final technical specifications (PDF and Word version) • Stamped and signed Section 00007 (Seals Page) • Statement of Probable Construction Costs (PDF and Excel) • 	within 20 calendar days after 99% Design Review Meeting
Draft Addenda submittals, if applicable	as appropriate	8 calendar days prior to Project bid opening
Final Addenda submittals, if applicable	as appropriate, submit original drawing(s)	7 calendar days prior to Project bid opening
Assistance During Bidding and Construction	<ul style="list-style-type: none"> • Attend preconstruction conference • Respond to RFI's • Respond to Submittals • Respond to Change Orders • Construction Site Visits • Final Inspection 	Dependent upon Project construction schedule
Operation and Maintenance Manual(s) Modifications	Complete set(s) of final Operation and Maintenance Manual(s) modifications (PDF and Word version)	Within 14 calendar days substantial completion

Exhibit C

Schedule of Costs Under Original Agreement and First Amended and Restated Agreement

PERSONNEL	
Title	Hourly Rates not Subject to Prevailing Wage
Managing Engineer	\$250
Supervising Engineer	\$225
Principal Engineer	\$208
Senior Engineer	\$185
Engineer	\$172
Associate Engineer	\$155
Assistant Engineer	\$138
Junior Engineer	\$118
Principal Designer	\$172
Senior Designer	\$155
Designer	\$138
Associate Designer	\$118
Assistant Designer	\$103
Junior Designer	\$86
Senior Resident Engineer	\$185
Resident Engineer	\$172
Senior Inspector	\$155
Inspector	\$138
Assistant Inspector	\$118
Senior Contract Manager	\$138
Contract Manager	\$127
Project Assistant	\$118
Word Processor	\$109

PREVAILING WAGES	
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.	
EXPENSES	
Item	Cost
Subconsultant: Bajada Geosciences, Inc.	at cost plus 10%, not to exceed \$25,300
Consultant's In House Reproduction	\$0.11 per sheet: 8.5 x 11 Bond black and white (B&W) \$0.25 per sheet: 8.5 x 11 Bond color \$0.18 per sheet: 11 x 17 Bond B&W \$0.59 per sheet: 11 x 17 Bond color \$1.75 per sheet: 24 x 36 Bond
Mylar Original Drawing	\$11.00 per sheet: 24 x 36 or 22 x 34
Outside Reproduction	at cost plus 10%
Postage	at cost
Overnight mail	at cost
Mileage for personal car	Current IRS rate
Equipment Rental	at cost

Schedule of Costs Under Second Amended and Restated Agreement

PERSONNEL	
Title	Hourly Rates not Subject to Prevailing Wage
Managing Engineer	\$323
Supervising Engineer	\$290
Principal Engineer	\$257
Senior Engineer	\$217
Engineer	\$201
Associate Engineer	\$181
Assistant Engineer	\$134
Junior Engineer	\$111
Principal Designer	\$240
Senior Designer	\$184
Designer	\$164
Associate Designer	\$155
Assistant Designer	\$123
Junior Designer	\$106
Senior Resident Engineer	\$217
Resident Engineer	\$201
Senior Inspector	\$181
Inspector	\$134
Assistant Inspector	\$111
Senior Contract Manager	\$156
Contract Manager	\$147
Project Assistant	\$116
Word Processor	\$97

PREVAILING WAGES

For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.

EXPENSES

Item	Cost
Subconsultant: Bajada Geosciences, Inc.	at cost plus 10%, not to exceed \$25,300
Consultant's In House Reproduction	\$0.11 per sheet: 8.5 x 11 Bond black and white (B&W) \$0.25 per sheet: 8.5 x 11 Bond color \$0.18 per sheet: 11 x 17 Bond B&W \$0.59 per sheet: 11 x 17 Bond color \$1.75 per sheet: 24 x 36 Bond
Mylar Original Drawing	\$11.00 per sheet: 24 x 36 or 22 x 34
Outside Reproduction	at cost plus 10%
Postage	at cost
Overnight mail	at cost
Mileage for personal car	Current IRS rate
Equipment Rental	at cost

Exhibit D

Estimated Budget for Scope of Work, Original Agreement

Item	Amount
Project Management and Coordination	
Project coordination, monitoring, and administration	\$10,560
Subtotal	\$10,560
Design Services	
Preliminary research, alternate evaluation, construction schedule	\$50,724
Prepare predesign report	\$12,852
Design	\$77,742
Attend meetings (7 meetings)	\$24,050
Subtotal	\$165,368
Drafting Services	
Design	\$32,763
Conformed Drawings (allowance of 25 hours)	\$3,990
Record Drawings (allowance of 25 hours)	\$3,990
Subtotal	\$40,743
Specifications	
Assist completing Project Manual Initiation Questionnaire	\$900
Prepare Divisions 2-49 specifications	\$17,351
Assist preparing single-source justification memo	\$1,154
Provide bid item descriptions	\$900
Reconcile redundancies and conflicts with Divisions 0 and 1	\$2,816
Subtotal	\$23,121
Operations and Maintenance Manual Modifications	
Modify Operations and Maintenance Manual	\$7,633
Subtotal	\$7,633
Assistance During Bidding and Construction	
Engineering services during bidding (allowance of 100 hours)	\$18,975
Attend preconstruction conference	\$1,350
Respond to RFIs (up to 30 at 4 hours per RFI)	\$25,700
Review submittal (up to 30 at 4 hours per submittal)	\$25,525
Site visits (3 visits)	\$4,328
Review Change Orders (up to 10 at 2 hours per Change Order)	\$4,375
Final inspection	\$1,443
Geotechnical services during construction	\$5,950
Prepare design clarification memos (DCMs) (up to 2 at 5 hours per DCM)	\$2,250
Subtotal	\$89,896
TOTAL	\$337,321

Estimated Budget for Scope of Work, First Amended Agreement

Item	Addition	Amount
Project Management and Coordination		
Project coordination, monitoring, and administration		\$10,560
Subtotal		\$10,560
Design Services		
Preliminary research, alternate evaluation, construction schedule		\$50,724
Prepare predesign report		\$12,852
Design	\$45,000	\$122,742
Attend meetings (7 meetings)		\$24,050
Subtotal		\$210,368
Drafting Services		
Design		\$32,763
Conformed Drawings (allowance of 25 hours)		\$3,990
Record Drawings (allowance of 25 hours)		\$3,990
Subtotal		\$40,743
Specifications		
Assist completing Project Manual Initiation Questionnaire		\$900
Prepare Divisions 2-49 specifications	\$5,000	\$22,351
Assist preparing single-source justification memo		\$1,154
Provide bid item descriptions		\$900
Reconcile redundancies and conflicts with Divisions 0 and 1		\$2,816
Subtotal		\$28,121
Operations and Maintenance Manual Modifications		
Modify Operations and Maintenance Manual		\$7,633
Subtotal		\$7,633
Assistance During Bidding and Construction		
Engineering services during bidding (allowance of 100 hours)		\$18,975
Attend preconstruction conference		\$1,350
Respond to RFIs (up to 30 at 4 hours per RFI)		\$25,700
Review submittal (up to 30 at 4 hours per submittal)		\$25,525
Site visits (3 visits)		\$4,328
Review Change Orders (up to 10 at 2 hours per Change Order)		\$4,375
Final inspection		\$1,443
Geotechnical services during construction		\$5,950
Prepare design clarification memos (DCMs) (up to 2 at 5 hours per DCM)		\$2,250
Subtotal		\$89,896
TOTAL		\$387,321

Estimated Budget for Scope of Work, Second Amended and Restated Agreement

Item	Addition	Amount
Project Management and Coordination		
Project coordination, monitoring, and administration	\$21,399	\$10,560
Subtotal		\$31,959
Design Services		
Preliminary research, alternate evaluation, construction schedule		\$50,724
Prepare predesign report		\$12,852
Design		\$122,742
Attend meetings (7 meetings)		\$24,050
Subtotal		\$210,368
Drafting Services		
Design		\$32,763
Conformed Drawings (allowance of 25 hours)		\$3,990
Record Drawings (allowance of 25 hours)		\$3,990
Subtotal		\$40,743
Specifications		
Assist completing Project Manual Initiation Questionnaire		\$900
Prepare Divisions 2-49 specifications		\$22,351
Assist preparing single-source justification memo		\$1,154
Provide bid item descriptions		\$900
Reconcile redundancies and conflicts with Divisions 0 and 1		\$2,816
Subtotal		\$28,121
Operations and Maintenance Manual Modifications		
Modify Operations and Maintenance Manual		\$7,633
Subtotal		\$7,633
Assistance During Bidding and Construction		
Engineering services during bidding (allowance of 100 hours)		\$18,975
Attend preconstruction conference		\$1,350
Respond to RFIs (up to 40 at 4 hours per RFI)		\$25,700
Review submittal (up to 90 at 4 hours per submittal)	\$112,098	\$137,623
Site visits (3 visits)		\$4,328
Review Change Orders (up to 10 at 2 hours per Change Order)		\$4,375
Final inspection		\$1,443
Geotechnical services during construction		\$5,950
Prepare design clarification memos (DCMs) (up to 2 at 5 hours per DCM)		\$2,250
Subtotal		201,994
TOTAL	\$133,497	\$520,818

Exhibit E

Federal Funding Requirements

1. DEFINITIONS

1.1 Government means the United States of America and any executive department or agency thereof.

1.2 FEMA means the Federal Emergency Management Agency.

1.3 Third Party Subcontract means a subcontract at any tier entered into by Consultant or any subconsultant or subcontractor, financed in whole or in part with federal assistance derived from FEMA.

1.4 For purposes of this Exhibit, **Consultant** may be referred to as “Contractor” or “contractor.”

1.5 Agreement or Contract means that certain Agreement between the Sonoma County Water Agency (Sonoma Water) and Contractor, and to which this Exhibit is made a part.

2. Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Agreement. Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

3. No Obligation by Federal Government

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

4. Access to Records

The Contractor agrees to provide Sonoma Water, FEMA, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide FEMA or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

5. Affirmative Socioeconomic Steps

If subcontracts are to be let, Consultant is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

6. Clean Air Act and Federal Water Pollution Control Act

6.1 Clean Air Act: Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

a. Consultant agrees to report each violation to District and understands and agrees that District will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

b. Consultant agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

6.2 Federal Water Pollution Control Act: Consultant agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

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

7. Debarment and Suspension

- a. This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by District. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to District, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart throughout the period of this contract. The contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

9. Domestic Preferences for Procurements

- a. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.
- b. For purposes of this clause:
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

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

10. Prohibition on Certain Telecommunication and Video Surveillance Services or Equipment

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

11. Recipient Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights (Sep 2013)

- a. This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub.L. 112-239).
- b. The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C 4712.
- c. The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold. 48 CFR 52.203-17 (as referenced in 48 CFR 3.908-9).

12. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

13. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Exhibit 1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, Owner may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and

Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Contractor Signature

Date

Exhibit 2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. If any registrant under the Lobbying Disclosure Act of 1995 has made lobbying contacts on behalf of the undersigned with respect to this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. An imposition of a civil penalty under this subsection does not prevent the United States from seeking any other remedy that the United States may have for the same conduct that is the basis for the imposition of such civil penalty.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801 *et seq.*, apply to this certification and disclosure, if any.

Contractor Signature

Date

Exhibit F

Map

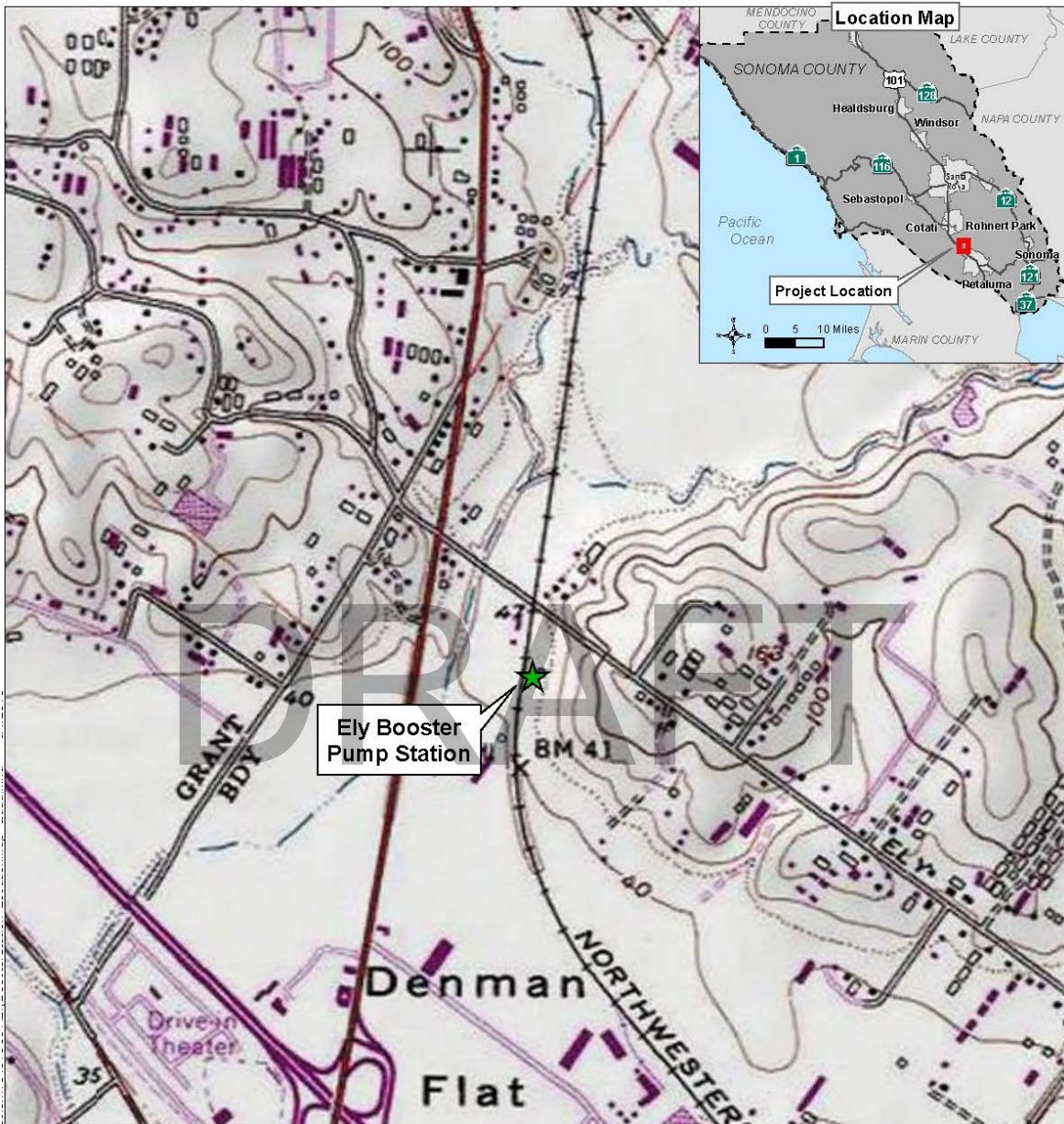


Exhibit G

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 \$25,000 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 \$25,000 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 \$25,000 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 19/20-004B.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, 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.