

DRAFT Second Amended and Restated Agreement for Phase 2 Engineering Study for North Bay Water Reuse Authority

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”), on behalf of North Bay Water Reuse Authority (“Authority”), and **Brown and Caldwell** (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Consultant represents that it is a duly qualified and licensed engineering firm, experienced in engineering studies and related services.
- B. Sonoma Water, as approved by its Board of Directors, entered into a Memorandum of Understanding (MOU) establishing the Authority with Las Gallinas Valley Sanitary District, Napa Sanitation District, Novato Sanitary District, and Sonoma Valley County Sanitation District, effective August 2005, and amended in January 2008.
- C. North Marin Water District and County of Napa became signatories under the Second Amended MOU, effective November 3, 2010.
- D. Marin Municipal Water District and City of Petaluma became signatories under the Third Amended MOU, effective May 2013.
- E. City of American Canyon requested and was unanimously granted membership to the Authority by the Board of Directors on March 27, 2017.
- F. The Fourth Amended MOU was approved by Authority Board on August 28, 2017, and became effective on November 15, 2017.
- G. Together with the Authority, Sonoma Water wishes to expand the beneficial use of recycled water in the North Bay region under the North Bay Water Reuse Program (Program), thereby promoting the conservation of limited surface water and groundwater resources.
- H. Section 12 of the Fourth Amended MOU designates Sonoma Water to act as the Administrative Agency for the purpose of carrying out the provisions of the Fourth Amended MOU.
- I. Section 12.a. of the Fourth Amended MOU provides that the Administrative Agency for the benefit of the Authority and its members shall award, execute in its own name, and administer such contracts on behalf of the Authority as authorized by the Authority’s Board of Directors.
- J. The Authority Board of Directors reviewed and accepted the scope of work and budget for an agreement for engineering study services for the Authority at its April 6, 2023, meeting. Sonoma Water is entering into this Agreement as the Administrative Agency under the Fourth Amended MOU on behalf of Authority members who have executed the Fourth Amended MOU.

- K. Under this Agreement, Consultant will 1) provide recycled water support services to Authority member agencies; 2) review and assess Sonoma Water's Regional Water Supply Resiliency Study (Study) to determine if the Study meets the criteria of a U.S. Bureau of Reclamation (Reclamation) Drought Contingency Plan, identify actions needed to meet criteria, and allow Authority member agencies to make revisions or enhancements to the Study to afford them the opportunity to apply for Reclamation funding under the Drought Resiliency Program; and 3) develop a Sea Level Rise Adaptation Vision that can be articulated to stakeholders and provides a framework for participating agencies in the area to identify and implement individual projects in the context of a common vision.
- L. Sonoma Water and Consultant first entered into this Agreement on June 1, 2023, in the amount of \$378,000.
- M. The First Amended and Restated Agreement added one year to the Agreement term, at no additional cost to Sonoma Water, for a new term end date of June 30, 2025, to allow Consultant additional time to do the work.
- N. This Second Amended and Restated Agreement increases the amount by \$267,897, expands the scope of work to include additional tasks for recycled water support services and sea level rise adaptation plans, and extends the Agreement term by one year for a new not-to-exceed Agreement total of \$645,897 and term end date of June 30, 2026.
- O. 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 of Costs.
 - c. Exhibit C: Allocation of Costs.
 - d. Exhibit D: Estimated Budget for Scope of Work.
 - e. Exhibit E: Insurance Requirements.

3. SCOPE OF SERVICES

- 3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A 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: Kevin Booker Phone: 707-521-1865 Email: Kevin.Booker@scwa.ca.gov Administrative Contact: Brad Elliott Phone: 707-547-1060 Email: Brad.Elliott@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, California 95403-9019	Contact: Rene Guillen 201 North Civic Drive, Suite 300 Walnut Creek, California 94596 Phone: 925-210-2464 Email: RGuillen@BrwnCald.com
Remit invoices to:	Remit payments to:
Accounts Payable and Administrative Contact Same address as above or Email: ap.agreements@scwa.ca.gov and Brad.Elliott@scwa.ca.gov	Same address as above.

- 3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, 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:* Total costs under this Agreement shall not exceed \$645,897 (Sonoma Water's share shall not exceed \$109,441).
- 4.2. *Method of Payment:* For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:
 - a. Rates. Consultant shall be paid in accordance with the rates set forth in Exhibit B (Schedule of Costs). Any mark-up shall be included in billed rates.
 - b. Reimbursement by Other Authority Members. Reimbursement for Consultant's hourly rate, subconsultant costs, and reasonable and necessary expenses will be shared among members of the Authority as approved by Authority Board on April 6, 2023. Sonoma Water will pay its proportionate share of costs under this Agreement. Sonoma Water will invoice remaining members of the Authority for their proportionate share of costs under this Agreement and will reimburse Consultant from Sonoma Water funds and from funds received from Authority members in accordance with the cost share provisions of Sections 14 and 16 of the Fourth Amended MOU, or a subsequent amended MOU, and the budget as approved by the Authority Board on April 6, 2023. Upon conclusion or termination of this Agreement in accordance with Article 6 below, any unused funds received from the remaining members of the Authority will be reimbursed to each member. Consultant understands and agrees to Sonoma Water's proportionate share of amounts owed to Consultant as outlined in Exhibit C (Allocation of Costs). Consultant agrees that payment of the non-Sonoma Water share of amounts owed to Consultant hereunder is contingent upon Sonoma Water's receipt of funds for such payment from other Authority members, and that Sonoma Water shall have no liability for payment of the share of other Authority members.

- 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 22/23-008B.
 - c. Sonoma Water's Project-Activity Codes:
 - i. Exhibit A-1 (Scope of Work for Recycled Water Support): N0002D034
 - ii. Exhibit A-2 (Scope of Work for Drought Contingency Planning): N0006D034
 - iii. Exhibit A-3 (Scope of Work for Sea Level Rise Adaption Plan): N0007D034.
 - d. Task performed with an itemized description of services rendered by date.
 - e. Summary of work performed by subconsultants, as described in Paragraph 14.4.
 - f. Time in quarter hours devoted to the task.
 - g. Hourly rate or rates of the persons performing the task.
 - h. List of reimbursable materials and expenses.
 - i. Copies of receipts for reimbursable materials and expenses.
- 4.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 1, Paragraph 1.1.d, of Exhibit A-1, Task 3, Paragraph 1.2.c, of Exhibit A-2, and Task 1, Paragraph 1.1, of Exhibit A-3.
- 4.5. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit D (Estimated Budget for Scope of Work). Exhibit D will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.
- 4.6. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 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 4.7.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.7.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (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.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

5.1. *Term of Agreement:*

- a. The term of this Agreement shall be from June 1, 2023 (“Effective Date”) to June 30, 2026, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma Water shall have one option to extend this Agreement for a period of one year by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and Consultant.

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 12.9 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.

7. **INDEMNIFICATION**

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, the Authority, and members of the Authority ("Indemnitees"), and to defend, indemnify, hold harmless, and release Indemnitees, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that to the extent arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Indemnitees based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' negligence, recklessness, or willful misconduct. Consultant's obligations under this Article 7 apply whether or not there is concurrent negligence on the part of Indemnitees, but, to the extent required by law, excluding liability due to conduct of Indemnitees. Indemnitees shall have the right to select their legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. 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 E (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 due to circumstances beyond its reasonable control including, but not limited to, 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. § 794(d)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/> and Sonoma Water's Web Site Accessibility Policy located at

- 11.3. *Alternate Format*: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.4. *Noncompliant Materials; Obligation to Cure*: Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water 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.
- 11.5. *Sonoma Water's Rights Reserved*: Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

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, the Authority, or any members of the Authority and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma

Water, the Authority, or members of the Authority provide their 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. *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.
- 12.3. *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 Indemnitees 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.
- 12.4. *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 and the Authority for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *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.
- 12.6. *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.

- 12.7. *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.
- 12.8. *AIDS Discrimination:* Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 12.9. *Assignment of Rights:* Consultant assigns to Sonoma Water and the Authority 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 and the Authority 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.
- 12.10. *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. Reuse by Sonoma Water of documents for any project or purpose other than the Project shall be at Sonoma Water's sole risk. Nothing in this paragraph shall constitute or be construed to be any representation by the Consultant that the documents are suitable in any way for any project other than the Project. 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.

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

13. DEMAND FOR ASSURANCE

- 13.1. 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 13 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

14. ASSIGNMENT AND DELEGATION

- 14.1. *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.
- 14.2. *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>
Mark Millan dba Data Instincts	Public Outreach and Stakeholder Engagement	Y
Environmental Science Associates	Environmental Services	Y
Kennedy Jenks Consultants, Inc.	Engineering Services	Y

- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:
- Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
 - All agreements with subconsultants shall (a) contain indemnity requirements in favor of Indemnitees the same form as that contained in Article 7, (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.
- 14.4. *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.

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

- 15.1. *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.
- 15.2. *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 15.

16. MISCELLANEOUS PROVISIONS

- 16.1. *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.
- 16.2. *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.
- 16.3. *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.
- 16.4. *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.
- 16.5. *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.
- 16.6. *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.

- 16.7. *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.
- 16.8. *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.
- 16.9. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 16.10. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via electronic means, or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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DRAFT

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

Reviewed as to funds:

TW 22/23-008B

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

Approved as to form:

By: _____
Adam Brand, Assistant County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

Brown and Caldwell, a California corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
April 22, 2025

By: _____
Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A-1

Scope of Work for Recycled Water Support Under Original Agreement and First Amended and Restated Agreement

1. TASKS

1.1. Task 1: Project Management

a. Meetings:

- i. Attend six one-hour Technical Advisory Committee (TAC) meetings and six two-hour Authority Board meetings.
- ii. Prepare meeting materials and present as requested for six (6) TAC meetings and six (6) Authority Board meetings.

b. Public Involvement:

- i. Review project-related studies, documents, and messages prior to release and make suggestions and recommendations.
- ii. In coordination with the project team, review existing communications material for each geographic area of existing Authority member agencies to ascertain the best informational approach in meeting the needs of constituents, potential customers, special interests, and potentially affected stakeholders.
- iii. Prepare press releases, opinion pieces, message points, and other media-related responses to press inquiries and guide project team on media-related matters.
- iv. Manage Authority outreach materials including, but not limited to, fact sheets, PowerPoint presentations, Web page content, YouTube videos, letters, e-mail broadcasts and exhibits, as may be needed to reflect introduction of Phase 2 studies, plans, and activities.
- v. Manage incoming telephone inquiries from media, potential customers, key stakeholders, and special interest groups of the project areas.
- vi. Maintain dedicated project phone.
- vii. Manage permission-based email broadcast lists and distribution of messages.
- viii. Coordinate printing and mailing services.
- ix. Provide services up to the estimated budget for this task in Exhibit D or as approved by Sonoma Water.

c. Include work products from this task in monthly reports.

d. Monthly Reports:

- i. Prepare twelve (12) monthly reports. Submit to Sonoma Water in accordance with the date listed for this deliverable.
- ii. Include the following in each monthly report:
 - a) A detailed list of work performed.

- b) Dates and subject of meetings conducted, meeting attendees, summary of meeting results, and key decisions and outcomes.
- c) Project status summary.
- d) Outstanding data needs, challenges, or risks that may impact budget or schedule.
- e) Other information as appropriate or as requested by Sonoma Water.
- e. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Meeting Materials	At meetings.
Monthly Report	Monthly with invoices.

1.2. Task 2: Environmental Evaluation

- a. Expend no more than 324 hours on this task.
- b. Work with Authority member agencies and the U.S. Bureau of Reclamation (Reclamation) to complete the National Environmental Policy Act (NEPA) process and leverage the existing state-certified environmental document to complete the process including, but not limited to, the following services:
 - i. Coordinate with Reclamation regarding NEPA process and notice filings.
 - ii. Provide limited support of EIR/EIS to support public draft circulation as requested by Authority.
 - iii. Coordinate with Reclamation to circulate the public draft EIR/EIS.
 - iv. Prepare a Response to Comments and Final EIS.
 - v. Support Reclamation's Section 7 consultation.
 - vi. Support Record of Decision (ROD) by Reclamation.
- c. Include work products from this task in monthly reports.
- d. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).
 - i. Submit one admin draft EIS to Reclamation and Authority concurrently for focused review. Authority member agencies will provide a single set of collated comments using a comment log. Document follow-up actions or rationale in the comment log.

Deliverable	Due Date
Admin Draft EIS for concurrent Authority/Reclamation review	TBD, based on engagement with Reclamation.
Draft Public Draft Notices and Support for Reclamation Circulation Process	TBD, based on engagement with Reclamation.
Final Public Draft Notices and Support for Reclamation Circulation Process	TBD, based on engagement with Reclamation.

Deliverable	Due Date
Draft Response to Comments	TBD, based on engagement with Reclamation.
Final Response to Comments	Within 14 calendar days of Sonoma Water's approval of draft.
Draft Biological Assessment to Support Section 7 Consultation	TBD, based on engagement with Reclamation.
Final Biological Assessment to Support Section 7 Consultation	Within 14 calendar days of Sonoma Water's approval of draft.
Request and Draft Response	TBD, based on engagement with Reclamation.
Final Response	Within 14 calendar days of Sonoma Water's approval of draft.

1.3. Task 3: Financial Capacity Determination

- a. Expend no more than 67 hours on this task.
- b. Work with Authority member agencies to update the existing draft Financial Capacity Determination (FCD) Report to align with recent updates that were made to the Phase 2 Title XVI Feasibility Study Report including, but not limited to, the following services:
 - i. Collect financial statements from Authority member agencies to be utilized for the financial capacity determination.
 - ii. Update the presentation of financial statement data to enable Reclamation reviewers to compare project investment costs to existing capital assets, project operation costs to current operation costs, and annual project revenue requirements to existing revenues.
 - iii. Update project cost allocation to reflect the current cost estimate, which defines the federal and non-federal cost shares for the Phase 2 Program.
 - iv. Collect information on the non-federal financing plan and status from Authority member agencies through emails and phone conference calls including details and documentation both for funding of the non-federal share of construction (e.g., loans, grants, bonds) and for required annual debt service and annual project operations costs (e.g., user fees and tax assessments).
 - v. Submit one updated Draft FCD Report to Authority member agencies for review. Authority Member Agencies review period for the draft FCD Report is up to ten (10) business days.
 - vi. Revise to address Authority member agencies review comments, then submit the FCD Report to Reclamation.
 - vii. Respond to Reclamation's questions and comments.

- viii. Revise to address Reclamation review comments, then submit the Final FCD Report to Reclamation and Sonoma Water.
- ix. If needed, one (1) follow up meeting, with all Member Agencies to discuss comments. The follow up meeting would be held virtually using videoconferencing.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft FCD Report to Authority Member Agencies	TBD.
Revised Draft FCD Report with Authority Member Agency Comments to Sonoma Water	Within 14 calendar days of Authority Member Agencies approval of draft.
Approved Draft FCD Report with Authority Member Agency Comments to Reclamation	Within 14 calendar days of Sonoma Water's approval of draft.
Reclamation Questions and Draft Responses to Sonoma Water	TBD.
Revised Draft FCD Report with Reclamation Comments to Sonoma Water	Within 14 calendar days of Reclamation of Sonoma Water's approval.
Final FCD Report to Reclamation	Within 14 calendar days of Sonoma Water's approval of draft.

1.4. Task 4: Phase 2 Grant Application and Management

- a. Prepare one (1) grant application that includes a detailed narrative to address evaluation criteria cited for the respective funding opportunity.
 - i. Authority Member Agencies review period for the draft grant applications is up to ten (10) business days depending on the required timeline for the grant opportunity.
 - ii. Send draft grant with Sonoma Water comments to Authority Members.
 - iii. Revise grant with Authority Member Agencies' comments and return to Sonoma Water.
 - iv. After grant submittal, respond to questions and comments that may arise as requested by Authority Member Agencies. Discuss questions and responses with Sonoma Water.
 - v. Obtain information required for the grant application from Authority Member Agencies.
- b. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft Grant Application	TBD.
Revised Grant Application with Sonoma Water Comments	TBD.
Revised Grant Application with Authority Member Comments	TBD.
Final Grant Application	TBD.

2. **DELIVERABLES**

2.1. Review and Acceptance of Deliverables

- a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the deliverable in the applicable task. Sonoma Water will return the draft deliverable to Consultant with comments or approval in writing. Draft will be submitted electronically with no hard copies.
- b. Subsequent Draft: If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval. Subsequent draft will be submitted electronically with no hard copies.
- c. Final. Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for this deliverable. Final will be submitted electronically with no hard copies.

2.2. In addition to the requirements above, if any, submit electronic copies in both MSWord and PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.

2.3. Comply with requirements of Article 11 (Content Online Accessibility).

2.4. Include Agreement title and TW 22/23-008A on first page or cover of each deliverable.

Scope of Work for Recycled Water Support Under Second Amended and Restated Agreement

1. **TASKS**

1.1. Task 1: Project Management

- a. Meetings:
- b. For FY 2024/2025 and FY 2025/2026 Meetings:
 - i. Attend six one-hour TAC meetings and six two-hour Authority Board meetings.
 - ii. Prepare meeting materials and present as requested for six (6) TAC meetings and six (6) Authority Board meetings.
- c. Public Involvement:
- d. For FY 2024/2025 Public Involvement:

- i. Review project-related studies, documents, and messages prior to release and make suggestions and recommendations.
- ii. In coordination with the project team, review existing communications material for each geographic area of existing Authority member agencies to ascertain the best informational approach in meeting the needs of constituents, potential customers, special interests, and potentially affected stakeholders.
- iii. Prepare press releases, opinion pieces, message points, and other media-related responses to press inquiries and guide project team on media-related matters.
- iv. Manage Authority outreach materials including, but not limited to, fact sheets, PowerPoint presentations, Web page content, YouTube videos, letters, e-mail broadcasts and exhibits, as may be needed to reflect introduction of Phase 2 studies, plans, and activities.
- v. Manage incoming telephone inquiries from media, potential customers, key stakeholders, and special interest groups of the project areas.
- vi. Maintain dedicated project phone.
- vii. Manage permission-based email broadcast lists and distribution of messages.
- viii. Coordinate printing and mailing services.
- ix. Provide services up to the estimated budget for this task in Exhibit D or as approved by Sonoma Water.
- e. Include work products from this task in monthly reports.
- f. Monthly Reports:
- g. For FY 2024/2025 Monthly Reports:
 - i. Prepare twelve (12) monthly reports. Submit to Sonoma Water in accordance with the date listed for this deliverable.
 - ii. Include the following in each monthly report:
 - f) A detailed list of work performed.
 - g) Dates and subject of meetings conducted, meeting attendees, summary of meeting results, and key decisions and outcomes.
 - h) Project status summary.
 - i) Outstanding data needs, challenges, or risks that may impact budget or schedule.
 - j) Other information as appropriate or as requested by Sonoma Water. The additional information will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.
- h. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Meeting Materials	At meetings.

Deliverable	Due Date
Monthly Report	Monthly with invoices.

1.2. Task 2: Environmental Evaluation

- a. For FY 2024/2025 and FY 2025/2026: Work with Authority member agencies and Reclamation to complete the NEPA process and leverage the existing state-certified environmental document to complete the process including, but not limited to, the following services:
 - i. Coordinate with Reclamation regarding NEPA process and notice filings.
 - ii. Provide limited support of EIR/EIS to support public draft circulation as requested by Authority.
 - iii. Coordinate with Reclamation to circulate the public draft EIR/EIS.
 - iv. Prepare a Response to Comments and Final EIS.
 - v. Support Reclamation's Section 7 consultation.
 - vi. Support ROD by Reclamation.
- b. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables):
 - i. Submit one admin draft EIS to Reclamation and Authority concurrently for focused review. Authority member agencies will provide a single set of collated comments using a comment log. Document follow-up actions or rationale in the comment log.

Deliverable	Due Date
Admin Draft EIS for concurrent Authority/Reclamation review	TBD, based on engagement with Reclamation.
Draft Public Draft Notices and Support for Reclamation Circulation Process	TBD, based on engagement with Reclamation.
Final Public Draft Notices and Support for Reclamation Circulation Process	TBD, based on engagement with Reclamation.
Draft Response to Comments	TBD, based on engagement with Reclamation.
Final Response to Comments	Within 14 calendar days of Sonoma Water's approval of draft.
Draft Biological Assessment to Support Section 7 Consultation	TBD, based on engagement with Reclamation.
Final Biological Assessment to Support Section 7 Consultation	Within 14 calendar days of Sonoma Water's approval of draft.
Request and Draft Response	TBD, based on engagement with Reclamation.

Deliverable	Due Date
Final Response	Within 14 calendar days of Sonoma Water's approval of draft.

1.3. Task 3: Financial Capacity Determination

- a. For FY 2024/2025 and FY 2025/2026: Work with Authority member agencies to update the existing draft FCD Report to align with recent updates that were made to the Phase 2 Title XVI Feasibility Study Report including, but not limited to, the following services:
 - i. Collect financial statements from Authority member agencies to be utilized for the financial capability determination.
 - ii. Update the presentation of financial statement data to enable Reclamation reviewers to compare project investment costs to existing capital assets, project operation costs to current operation costs, and annual project revenue requirements to existing revenues.
 - iii. Update project cost allocation to reflect the current cost estimate, which defines the federal and non-federal cost shares for the Phase 2 Program.
 - iv. Collect information on the non-federal financing plan and status from Authority member agencies through emails and phone conference calls including details and documentation both for funding of the non-federal share of construction (e.g., loans, grants, bonds) and for required annual debt service and annual project operations costs (e.g., user fees and tax assessments).
 - v. Submit one updated Draft FCD Report to Authority member agencies for review. Authority Member Agencies review period for the draft FCD Report is up to ten (10) business days.
 - vi. Revise to address Authority member agencies review comments, then submit the FCD Report to Reclamation.
 - vii. Respond to Reclamation's questions and comments.
 - viii. Revise to address Reclamation review comments, then submit the Final FCD Report to Reclamation and Sonoma Water.
 - ix. If needed, one (1) follow up meeting, with all Member Agencies to discuss comments. The follow up meeting would be held virtually using videoconferencing.
- b. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft FCD Report to Authority Member Agencies	TBD.

Deliverable	Due Date
Revised Draft FCD Report with Authority Member Agency Comments to Sonoma Water	Within 14 calendar days of Authority Member Agencies approval of draft.
Approved Draft FCD Report with Authority Member Agency Comments to Reclamation	Within 14 calendar days of Sonoma Water's approval of draft.
Reclamation Questions and Draft Responses to Sonoma Water	TBD.
Revised Draft FCD Report with Reclamation Comments to Sonoma Water	Within 14 calendar days of Reclamation of Sonoma Water's approval.
Final FCD Report to Reclamation	Within 14 calendar days of Sonoma Water's approval of draft.

1.4. Task 4: Phase 2 Grant Application and Management

- a. For FY 2024/2025 and FY2025/2026: Prepare one (1) grant application that includes a detailed narrative to address evaluation criteria cited for the respective funding opportunity.
 - i. Authority Member Agencies review period for the draft grant applications is up to ten (10) business days depending on the required timeline for the grant opportunity.
 - ii. Send draft grant with Sonoma Water comments to Authority Members.
 - iii. Revise grant with Authority Member Agencies' comments and return to Sonoma Water.
 - iv. After grant submittal, respond to questions and comments that may arise as requested by Authority Member Agencies. Discuss questions and responses with Sonoma Water.
 - v. Obtain information required for the grant application from Authority Member Agencies.
- b. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft Grant Application	TBD.
Revised Grant Application with Sonoma Water Comments	TBD.
Revised Grant Application with Authority Member Comments	TBD.
Final Grant Application	TBD.

2. **DELIVERABLES**

2.1. Review and Acceptance of Deliverables

- a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the

deliverable in the applicable task. Sonoma Water will return the draft deliverable to Consultant with comments or approval in writing. Draft will be submitted electronically with no hard copies.

- b. Subsequent Draft: If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval. Subsequent draft will be submitted electronically with no hard copies.
 - c. Final. Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for this deliverable. Final will be submitted electronically with no hard copies.
- 2.2. In addition to the requirements above, if any, submit electronic copies in both MSWord and PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
 - 2.3. Comply with requirements of Article 11 (Content Online Accessibility).
 - 2.4. Include Agreement title and TW 22/23-008B on first page or cover of each deliverable.

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Exhibit A-2

Scope of Work for Drought Contingency Planning

1. **TASKS**

- 1.1. Task 1: Document Review, Development, and Updates
- a. Work with the Authority member agencies to review Sonoma Water's Regional Water Supply and Resiliency Study (Study) to determine if it compares to the criteria of a DCP and to identify actions to be taken to meet the DCP criteria for Reclamation funding under the "Drought Resiliency Program."
 - b. Review the DCP requirements as described in Reclamation's "WaterSMART Drought Response Program Framework" and those that were included in "Funding Opportunity Announcement No. R22AS00178 WaterSMART Drought Response Program: Drought Contingency Planning Grants for Fiscal Year 2022."
 - i. Phase I: Complete the following based on DCP requirements.
 - a) Establish a Drought Planning Task Force, and provide a list of task force member agencies to Sonoma Water.
 - b) Develop a work plan with the task force.
 - i) Submit one draft work plan to Authority Member Agencies for review. Authority Member Agencies review period for the draft work plan is up to ten (10) business days.
 - ii) Submit final work plan to Sonoma Water and Authority Member Agencies.
 - ii. For Phase II:
 - a) Per Reclamation guidance, new DCPs or DCP updates are required to address each of the six elements that are listed below.
 - i) Drought Monitoring
 - ii) Vulnerability Assessment
 - iii) Mitigation Actions
 - iv) Response Actions
 - v) Operational and Administrative Framework
 - vi) Plan Development and Update Process
 - b) Review the Study and other pertinent Study-related documents provided by Authority Member Agencies and compare to the DCP requirements. Sonoma Water will provide the Study and other pertinent documents within 10 business days of the submitted request.
 - c) If requested by Sonoma Water, meet with Sonoma Water's Study consultant to determine available information that is not directly in the Study that could support the DCP effort.

- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Draft Work Plan	TBD.
Final Work Plan	Within 14 calendar days of Authority Member Agencies' approval of draft.

1.2. Task 2: Technical Memorandum

- a. Expend no more than 109 hours on this task.
- b. Prepare a draft Technical Memorandum that includes, but is not limited to, the items below.
 - i. Table of Contents.
 - ii. Summary of document review.
 - iii. Items to address to make the Study meet DCP criteria.
 - iv. A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted.
 - v. Other information as needed or as requested by Sonoma Water.
- c. Present Technical Memorandum and findings to the Technical Advisory Committee (TAC) for comment at a TAC meeting.
- d. Schedule a meeting with Reclamation, Consultant, and Authority Member Agency representatives to discuss the proposed approach outlined in the Technical Memorandum and to receive Reclamation comments.
- e. Prepare the final Technical Memorandum including, but not limited to, findings and recommended actions needed to develop a document sufficient to meet DCP requirements to allow applications for project funding through Reclamation's "Drought Resiliency Program."
- f. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables). Authority Member Agencies review periods are assumed to be up to ten (10) business days.

Deliverable	Due Date
Draft Technical Memorandum	TBD.
Reclamation Meeting Summary	Within 10 calendar days following meeting.
Updated Draft Technical Memorandum	Within 21 calendar days of meeting with Reclamation, Consultant, and Authority Member Agency representatives.
Final Technical Memorandum	Within 21 calendar days of Sonoma Water approval of revised draft.

1.3. Task 3: Project Management

- a. Progress Meetings: Attend six (6) one-hour progress meetings by phone.
- b. Monthly Reports:
 - i. Prepare six (6) monthly reports. Submit to Sonoma Water in accordance with the date listed for this deliverable.
 - ii. Include the following in each monthly report:
 - a) A detailed list of work performed.
 - b) Dates and subject of meetings conducted, meeting attendees, summary of meeting results, and key decisions and outcomes.
 - c) Project status summary.
 - d) Outstanding data needs, challenges, or risks that may impact budget or schedule.
 - e) Other information as appropriate or as requested by Sonoma Water.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Monthly Report	Monthly with invoices.

2. **DELIVERABLES**

2.1. Review and Acceptance of Deliverables

- a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the deliverable in the applicable task. Sonoma Water will return the draft deliverable to Consultant with comments or approval in writing. Draft will be submitted electronically with no hard copies.
- b. Subsequent Draft: If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval. Subsequent draft will be submitted electronically with no hard copies.
- c. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for the deliverable in the applicable task. Final will be submitted electronically with no hard copies.

2.2. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.

2.3. Comply with requirements of Article 11 (Content Online Accessibility).

Exhibit A-3

Scope of Work for Sea Level Rise Adaptation Plan Under Original Agreement and First Amended and Restated Agreement

1. **TASKS**

1.1. Task 1: Monthly Reports

- a. Prepare twelve (12) monthly reports. Submit to Sonoma Water in accordance with the date listed for this deliverable.
- b. Include the following in each monthly report:
 - i. A detailed list of work performed.
 - ii. Dates and subject of meetings conducted, meeting attendees, summary of meeting results, and key decisions and outcomes.
 - iii. Project status summary.
 - iv. Outstanding data needs, challenges, or risks that may impact budget or schedule.
 - v. Other information as appropriate or as requested by Sonoma Water.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Monthly Report	Monthly with invoices.

1.2. Task 2: Participating Agency Outreach and Coordination

- a. Work with participating Authority member agencies to:
 - i. Review and present existing information regarding sea level rise (SLR) vulnerability.
 - ii. Create a common understanding among agencies as to vulnerability.
 - iii. Identify individual and collaborative objectives and identify potential strategies available.
- b. Facilitate a one-hour video conference with each Authority member agency separately. Prepare meeting agenda and summary.
- c. Facilitate a one-hour video conference (Collaborative Meeting 1) with Authority member agencies collectively.
 - i. Prepare meeting agenda.
 - ii. Prepare a presentation and submit one draft and final to Sonoma Water.
- d. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Meeting agendas	At meetings.

Deliverable	Due Date
Meeting Summaries	Within 14 calendar days following each meeting.
Draft Presentation	No later than 14 calendar days prior to Meeting with Authority member agencies.
Final Presentation	No later than 2 calendar days prior to meeting with Authority Member Agencies.

1.3. Task 3: Framework Development

- a. Expend no more than 51 hours on this task
- b. Develop the framework in which the participating Authority member agencies will review potential shoreline adaptation strategies and develop an adaptation vision including, but not limited to, the following items:
 - i. Based on discussions in Task 2 and other successful SLR planning efforts, draft a risk-informed decision-support framework that includes an initial vision, goals, and objectives of adaptation planning.
 - ii. Include recommended preliminary screening and evaluation criteria that can be modified with Authority participating agency input as appropriate.
 - iii. Start with standard criteria used in flood risk management such as frequency of flooding and reduced damages.
 - iv. Add up to eight Authority-participating agency identified criteria such as:
 - a) the types of permits needed,
 - b) potential acquisition issues for various concepts, or
 - c) those criteria developed in the Adapting to Rising Tides program, to support decision-making and better reflect unique interests and value of Authority participating agencies.
 - v. Facilitate a collective one-hour Authority member agency meeting (Collaborative Meeting 2) to discuss the framework and criteria, solicit input, and revise as necessary.
- c. Prepare a draft Technical Memorandum that includes, but is not limited to, the items below.
 - i. Table of Contents.
 - ii. A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted.
 - iii. Other information as needed or as requested by Sonoma Water.
- d. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables). Authority Member Agencies review periods are assumed to be up to ten (10) business days.

Deliverable	Due Date
Meeting Minutes	Within 14 calendar days following conference.
Draft Technical Memorandum	Within 14 calendar days of Authority member agency's approval.

Deliverable	Due Date
Final Technical Memorandum	Within 14 calendar days of Sonoma Water's approval of draft.

1.4. Task 4: Risk and Vulnerability Technical Memorandum

- a. Expend no more than 98 hours on this task.
- b. Review existing studies listed below including, but not limited to, those listed below, and synthesize the primary concerns identified in the studies. Authority member agencies will provide noted studies and other pertinent documents within 10 business days of the submitted request.
 - i. Marin County Hazard Management Plan.
 - ii. BayWave vulnerability assessment.
 - iii. Sonoma Water Resiliency Plan.
 - iv. Las Gallinas Valley Sanitary District Vulnerability Study.
 - v. Marin County Flood Control District planning efforts in the Gallinas Watershed.
 - vi. Latest FEMA FIRM mapping.
 - vii. Bay Conservation and Development Commission Guidance.
- c. Identify possible key risks and vulnerabilities in the project area including, but not limited to, highlighting where risks may be the greatest or most urgent and whether there any areas or risks which would be considered intolerable. Use this information to identify key or priority areas.
- d. Identify possible critical information gaps that will be essential to more fully understand risks.
- e. Prepare a draft Risk and Vulnerability Technical Memorandum that includes, but is not limited to, the items below.
 - i. Table of Contents.
 - ii. Summary of study reviews.
 - iii. Primary concerns identified in studies.
 - iv. Key risks and vulnerabilities in the project area.
 - v. Critical information gaps.
 - vi. A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted.
 - vii. Other information as needed or as requested by Sonoma Water.
- f. Present draft Technical Memorandum and findings to participating Authority member agencies in a one-hour video conference (Collaborative Meeting 3) to solicit input and comments.
- g. Prepare final Technical Memorandum.
- h. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables). Authority Member Agencies review periods are assumed to be up to ten (10) business days.

Deliverable	Due Date
Meeting Minutes	Within 14 calendar days following conference.
Draft Technical Memorandum	Within 14 calendar days of Authority Member agencies approval.
Video Conference	TBD.
Video Conference Meeting Minutes	Within 14 calendar days of Video Conference meeting.
Revised Draft Technical Memorandum to Sonoma Water	Within 14 calendar days following Authority member agencies approval.
Final Technical Memorandum	Within 14 calendar days of Sonoma Water approval of revised draft.

1.5. Task 5: Develop Adaptation Vision

- a. Expend no more than 124 hours on this task.
- b. Identify up to three (3) adaptation concepts to reduce the risks and vulnerabilities identified in Task 4.
- c. Include a range of structural and nonstructural options and at least one nature-based or multi-benefit strategy.
- d. Use a matrix to screen and evaluate the adaptation concepts with the screening criteria established in Task 3 and consider how well each of the concepts perform compared to the criteria and whether or how they work toward the established goals.
- e. Prepare a draft Adaptation Vision executive summary that includes, but is not limited to, the items below.
 - i. Vision.
 - ii. Objectives.
 - iii. Background.
 - iv. Participating Authority member agencies.
 - v. Other information as needed or as requested by Sonoma Water.
- f. Present draft Adaptation Vision document to participating Authority member agencies in a one-hour video conference (Collaborative Meeting 4) to solicit input and comments.
- g. Submit final Adaptation Vision document to Sonoma Water.
- h. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables). Authority Member Agencies review periods are assumed to be up to ten (10) business days.

Deliverable	Due Date
Draft Adaptation Vision Document	Within 7 calendar days of Video Conference Meeting.

Deliverable	Due Date
Meeting Minutes	Within 7 calendar days after Video Conference meeting.
Revised Draft Adaptation Vision Document	Within 14 calendar days following TAC Approval.
Final Adaptation Vision Document	Within 14 calendar days of Sonoma Water approval of revised draft.

1.6. Task 6: Next Steps Strategy and Road Map Technical Memorandum

- a. Expend no more than 75 hours on this task.
- b. Develop a Next Steps Strategy and Road Map Technical Memorandum that identifies next steps for the Authority to advance SLA, provide a unifying framework for individual agencies to proceed with project development and funding steps with a common set of objectives for SLR adaptation, and where appropriate, recommend sequencing including, but not limited to, the following items:
 - i. Key studies gaps that must be filled and why.
 - ii. Hydraulic and hydrologic modeling that may be needed to better evaluate how adaptation concepts reduce flood risks.
 - iii. Additional studies or analysis needed to refine the adaptation concepts evaluation, i.e., economics or benefit-cost analysis, cost estimates of adaptation concepts.
 - iv. Key Projects/Project List for funding programs.
 - v. Anticipated permitting, rights-of-way, policy challenges that may need to be addressed as identified through screening in Task 5.
 - vi. Potential land use changes or zoning updates that may be required.
 - vii. List of additional agencies or stakeholders likely needed to advance the effort or fund, permit, construct, implement.
 - viii. Sequencing of the steps with rough time frame.
- c. Present one draft Technical Memorandum to participating Authority member agencies in a one-hour video conference (Collaborative Meeting 5) to solicit input and comments.
- d. Present final Technical Memorandum including the key messages for Authority member agencies including, but not limited to, an overview of the project process, the key findings, and next steps.
- e. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables). Authority Member Agencies review periods are assumed to be up to ten (10) business days.

Deliverable	Due Date
Draft Technical Memorandum	Within 7 calendar days of video conference meeting.

Deliverable	Due Date
Final Technical Memorandum	Within 14 calendar days following TAC approval.
Meeting Summary	Include in monthly report.

1.7. Optional Task 7: Additional Services

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

Deliverable	Due Date
To be determined	To be determined.

2. **DELIVERABLES**

2.1. Review and Acceptance of Deliverables

- a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the deliverable in the applicable task. Sonoma Water will return the draft deliverable to Consultant with comments or approval in writing. Draft will be submitted electronically with no hard copies.
- b. Subsequent Draft: If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval. Subsequent draft will be submitted electronically with no hard copies.
- c. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for the deliverable in the applicable task. Final will be submitted electronically with no hard copies.

2.2. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.

2.3. Comply with requirements of Article 11 (Content Online Accessibility).

2.4. Include Agreement title and TW 22/23-008A on first page or cover of each deliverable.

Scope of Work for Sea Level Rise Adaptation Plan Under Second Amended and Restated Agreement

1. TASKS

1.1. Task 1: Monthly Reports

- a. Prepare twelve (12) monthly reports. Submit to Sonoma Water in accordance with the date listed for this deliverable.
- b. Include the following in each monthly report:
 - i. A detailed list of work performed.
 - ii. Dates and subject of meetings conducted, meeting attendees, summary of meeting results, and key decisions and outcomes.
 - iii. Project status summary.
 - iv. Outstanding data needs, challenges, or risks that may impact budget or schedule.
 - v. Other information as appropriate or as requested by Sonoma Water.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	Due Date
Monthly Report	Monthly with invoices.

1.2. Task 2: Risk and Vulnerability Technical Memorandum

- a. Prepare a draft Risk and Vulnerability Technical Memorandum that includes, but is not limited to, the items below:
 - i. Table of Contents.
 - ii. Summary of study reviews.
 - iii. Primary concerns identified in studies.
 - iv. Key risks and vulnerabilities in the project area.
 - v. Critical information gaps.
 - vi. A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted.
 - vii. Other information as needed or as requested by Sonoma Water.
- b. Present draft Technical Memorandum and findings to participating Authority member agencies in a one-hour video conference (Collaborative Meeting 3) to solicit input and comments.
- c. Prepare final Technical Memorandum.
- d. For FY 2024/2025, review and refine previously identified key risks and vulnerabilities in the project area including, but not limited to, highlighting where risks may be the greatest or most urgent and whether there any areas or risks which would be considered intolerable. Use this information to identify key or priority areas.

- e. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables). Authority Member Agencies review periods are assumed to be up to ten (10) business days.

Deliverable	Due Date
Revised Draft Technical Memorandum to Sonoma Water	Within 14 calendar days following Authority member agencies approval.
Final Technical Memorandum	Within 14 calendar days of Sonoma Water approval of revised draft.

1.3. Task 3: Develop Adaptation Vision

- a. Prepare a draft Adaptation Vision executive summary that includes, but is not limited to, the items below:
 - i. Vision.
 - ii. Objectives.
 - iii. Background.
 - iv. Participating Authority member agencies.
 - v. Other information as needed or as requested by Sonoma Water.
- b. For FY 2024/2025, review and refine the screening and evaluation of the adaptation concepts with the screening criteria previously established and consider how well each of the concepts perform compared to the criteria and whether or how they work toward the established goals.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables). Authority Member Agencies review periods are assumed to be up to ten (10) business days.

Deliverable	Due Date
Draft Adaptation Vision Document	Within 14 calendar days following TAC Approval.
Final Adaptation Vision Document	Within 14 calendar days of Sonoma Water approval of revised draft.

1.4. Task 4: Next Steps Strategy and Road Map Technical Memorandum

- a. Develop a Next Steps Strategy and Road Map Technical Memorandum that identifies next steps for the Authority to advance SLA, provide a unifying framework for individual agencies to proceed with project development and funding steps with a common set of objectives for SLR adaptation, and where appropriate, recommend sequencing including, but not limited to, the following items:
 - i. Key studies gaps that must be filled and why.
 - ii. Hydraulic and hydrologic modeling that may be needed to better evaluate how adaptation concepts reduce flood risks.

- iii. Additional studies or analysis needed to refine the adaptation concepts evaluation, i.e., economics or benefit-cost analysis, cost estimates of adaptation concepts.
- iv. Key Projects/Project List for funding programs.
- v. Anticipated permitting, rights-of-way, policy challenges that may need to be addressed as identified through screening criteria previously established.
- vi. Potential land use changes or zoning updates that may be required.
- vii. List of additional agencies or stakeholders likely needed to advance the effort or fund, permit, construct, implement.
- viii. Sequencing of the steps with rough time frame.
- b. For FY 2024/2025, review and refine the findings of the Next Steps Strategy and Road Map Technical Memorandum including an overview of the project process, the key findings, and next steps.
- c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables). Authority Member Agencies review periods are assumed to be up to ten (10) business days.

Deliverable	Due Date
Revise Draft Technical Memorandum	7 days prior to TAC meeting where draft will be presented.
Final Technical Memorandum	Within 14 calendar days following TAC approval.

1.5. Optional Task 5: Additional Services

- a. Do not proceed with this task unless requested in writing by Sonoma Water.
- b. Perform additional services as requested by Sonoma Water to support the work under this Agreement. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.
- c. For FY 2024/2025, provide as needed funding assistance to support the work under this Agreement. The additional funding support will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.

Deliverable	Due Date
To be determined	To be determined.

2. **DELIVERABLES**

2.1. Review and Acceptance of Deliverables

- a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the deliverable in the applicable task. Sonoma Water will return the draft

- deliverable to Consultant with comments or approval in writing. Draft will be submitted electronically with no hard copies.
- b. Subsequent Draft: If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval. Subsequent draft will be submitted electronically with no hard copies.
 - c. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for the deliverable in the applicable task. Final will be submitted electronically with no hard copies.
- 2.2. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 2.3. Comply with requirements of Article 11 (Content Online Accessibility).
- 2.4. Include Agreement title and TW 22/23-008B on first page or cover of each deliverable.

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Exhibit B

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

PERSONNEL	
Title(s)	Hourly Rates
Office/Support Services I	\$64
Drafter Trainee Field Service Technician I, Word Processor I, or Office/Support Services II	\$74
Assistant Drafter Field Service Technician II, Word Processor II, or Office/Support Services III	\$87
Drafter, Engineering Aide, Inspection Aide, Field Service Technician III, Accountant I, Word Processor III, or Office/Support Services IV	\$91
Engineer I, Senior Drafter, Senior Illustrator, Inspector I, Geologist/Hydrogeologist I, Scientist I, Senior Field Service Technician, Accountant II, or Word Processor IV	\$98
Engineer II, Inspector II, Lead Drafter, Lead Illustrator, Geologist/Hydrogeologist II, Scientist II, Accountant III, Area Business Operations Manager, Technical Writer, or Word Processing Supervisor	\$122
Engineer III, Inspector III, Senior Designer, Supervising Drafter, Supervising Illustrator, Geologist/Hydrogeologist III, Scientist III, Accountant IV, or Administrative Manager	\$147
Senior Engineer, Principal Designer, Senior Construction Engineer Senior Engineer, Senior Geologist/Hydrogeologist, Senior Scientist, or Senior Technical Writer	\$173
Principal Engineer, Principal Construction Engineer, Supervising Designer, Principal Geologist/Hydrogeologist, Principal Scientist, or Corp. Contract Administrator	\$203
Supervising Engineer, Supervising Construction Engineer, Supervising Engineer, Supervising Scientist, Supervising Geologist/Hydrogeologist, or Assistant Controller	\$223
Managing Engineer, Managing Geologist/Hydrogeologist, Managing Scientist, or Area Business Ops Manager IV	\$268
Chief Engineer, Executive Engineer, Chief Scientist, Chief Geologist/Hydrogeologist, or Corporate Marketing Comm. Manager	\$291
Vice President	\$327
Senior Vice President	\$385

EXPENSES	
Item	Cost
Subconsultants	at cost + 5%
Long distance telephone	at cost
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	IRS standard mileage rate for business
Travel Expenses* <div> Rental car (midsize) Hotel Airfare (coach class) Meals </div>	Daily rate, at cost At cost At cost At cost not to exceed \$90 per day, alcohol excluded
*Travel Expenses to be pre-approved by Sonoma Water.	

DRAFT

Schedule of Costs Under Second Amended and Restated Agreement

PERSONNEL	
Title(s)	Hourly Rates
Office/Support Services I	\$70
Drafter Trainee Field Service Technician I, Word Processor I, or Office/Support Services II	\$84
Assistant Drafter Field Service Technician II, Word Processor II, or Office/Support Services III	\$96
Drafter, Engineering Aide, Inspection Aide, Field Service Technician III, Accountant I, Word Processor III, or Office/Support Services IV	\$101
Engineer I, Senior Drafter, Senior Illustrator, Inspector I, Geologist/Hydrogeologist I, Scientist I, Senior Field Service Technician, Accountant II, or Word Processor IV	\$112
Engineer II, Inspector II, Lead Drafter, Lead Illustrator, Geologist/Hydrogeologist II, Scientist II, Accountant III, Area Business Operations Manager, Technical Writer, or Word Processing Supervisor	\$135
Engineer III, Inspector III, Senior Designer, Supervising Drafter, Supervising Illustrator, Geologist/Hydrogeologist III, Scientist III, Accountant IV, or Administrative Manager	\$165
Senior Engineer, Principal Designer, Senior Construction Engineer Senior Engineer, Senior Geologist/Hydrogeologist, Senior Scientist, or Senior Technical Writer	\$196
Principal Engineer, Principal Construction Engineer, Supervising Designer, Principal Geologist/Hydrogeologist, Principal Scientist, or Corp. Contract Administrator	\$227
Supervising Engineer, Supervising Construction Engineer, Supervising Engineer, Supervising Scientist, Supervising Geologist/Hydrogeologist, or Assistant Controller	\$253
Managing Engineer, Managing Geologist/Hydrogeologist, Managing Scientist, or Area Business Ops Manager IV	\$298
Chief Engineer, Executive Engineer, Chief Scientist, Chief Geologist/Hydrogeologist, or Corporate Marketing Comm. Manager	\$317
Vice President	\$362
Senior Vice President	\$419

EXPENSES	
Item	Cost
Subconsultants	at cost + 5%
Long distance telephone	at cost
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	IRS standard mileage rate for business
Travel Expenses*	
Rental car (midsize)	Daily rate, at cost
Hotel	At cost
Airfare (coach class)	At cost
Meals	At cost not to exceed \$90 per day, alcohol excluded
*Travel Expenses to be pre-approved by Sonoma Water.	

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Exhibit C

Allocation of Costs Under Original and First Amended and Restated Agreement

Entity	Amount
American Canyon	\$34,890.87
City of Petaluma	\$105,738.54
Las Gallinas Valley Sanitary District	\$38,916.67
Marin County	\$38,916.67
Marin Municipal Water District	\$28,541.30
Napa County	\$0.00
Napa Sanitation District	\$24,446.36
North Marin Water District	\$8,666.67
Novato Sanitary District	\$0.00
Sonoma County Water Agency	\$67,011.36
Sonoma Valley County Sanitation District	\$30,871.58
Total Budget	\$378,000.02

Note: Numbers in this table are rounded and may not equal total. Regardless of the allocations noted in this table, total contract costs are limited as provided under Article 4 (Payment) of this Agreement.

Allocation of Costs Under Second Amended and Restated Agreement

Entity	Amount
American Canyon	\$60,421.00
City of Petaluma	\$206,913.00
Las Gallinas Valley Sanitary District	\$60,789.00
Marin County	\$60,788.00
Marin Municipal Water District	\$49,425.00
Napa County	\$0.00
Napa Sanitation District	\$42,334.00
North Marin Water District	\$8,667.00
Novato Sanitary District	\$0.00
Sonoma County Water Agency	\$109,441.00
Sonoma Valley County Sanitation District	\$47,119.00
Total Budget	\$645,897.00

Exhibit D

Estimated Budget for Scope of Work Under Original Agreement and First Amended and Restated Agreement

NBWRA Resiliency Arenas Support																							
Task	Task Description	Rene Guillen	Jacki Bates	Bernadette Visitation-Sumida	Melanie Holmer	Erin Mackey	Melanie Holton	Julia Teixeira	Deanna Tanner	Susan Sicora	Sara Romero	Total Labor Hours	Total Labor Effort	APC	Expenses	Total ODCs	Data Instincts	ESA	Kennedy Jenks	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		PM	PA	Project Oversight	Technical Expert	Technical Expert	Technical Expert	Engineering Support	Word Processing	Graphics	Finance						Cost	Cost	Cost				
		\$203.00	\$122.00	\$268.00	\$327.00	\$291.00	\$268.00	\$147.00	\$147.00	\$122.00	\$98.00												
001	Continued Recycled Water Support	142	24	6	8	6	0	25	6	4	9	231	\$44,990	\$1,846	\$0	\$0	\$32,500	\$95,300	\$22,800	\$150,600	\$150,600	\$159,976	\$204,966
001	Project Management	68	24	6	0	0	0	0	0	0	9	108	\$19,913	\$862	\$0	\$0	\$27,500	\$10,300	\$10,800	\$48,600	\$48,600	\$51,892	\$71,806
002	Environmental Evaluation	12	0	0	0	0	0	0	0	0	0	12	\$2,509	\$96	\$0	\$0	\$0	\$85,000	\$0	\$85,000	\$85,000	\$89,346	\$91,855
003	Financial Capability Determination	14	0	0	0	0	0	0	0	0	0	14	\$2,842	\$112	\$0	\$0	\$0	\$0	\$12,000	\$12,000	\$12,000	\$12,712	\$15,554
004	Phase 2 Grant Application	48	0	0	8	6	0	25	6	4	0	97	\$19,726	\$776	\$0	\$0	\$5,000	\$0	\$0	\$5,000	\$5,000	\$6,026	\$25,752
002	Drought Contingency Planning	118	23	4	0	0	8	76	8	8	4	249	\$43,738	\$1,996	\$0	\$0	\$6,000	\$0	\$0	\$6,000	\$6,000	\$8,296	\$52,034
001	Document Review	60	0	0	0	0	0	40	0	0	0	100	\$18,060	\$800	\$0	\$0	\$4,000	\$0	\$0	\$4,000	\$4,000	\$5,000	\$23,060
002	Technical Memorandum	40	0	0	0	0	8	36	8	8	0	100	\$17,708	\$800	\$0	\$0	\$2,000	\$0	\$0	\$2,000	\$2,000	\$2,900	\$20,608
003	Project Management	18	23	4	0	0	0	0	0	0	4	49	\$7,970	\$396	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$396	\$8,366
003	Sea Level Rise Adaptation	20	16	2	0	0	0	0	0	0	2	40	\$6,831	\$318	\$9,090	\$9,090	\$0	\$91,340	\$8,000	\$99,340	\$108,430	\$114,170	\$121,000
001	Project Management	20	16	2	0	0	0	0	0	0	2	40	\$6,831	\$318	\$0	\$0	\$0	\$6,139	\$0	\$6,139	\$6,139	\$6,764	\$13,594
002	Strategic Outreach	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$1,000	\$1,000	\$0	\$11,412	\$0	\$11,412	\$12,412	\$13,033	\$13,033
003	Decision Making Framework	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$1,090	\$1,090	\$0	\$11,412	\$0	\$11,412	\$12,502	\$13,128	\$13,128
004	Vulnerabilities	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$1,800	\$1,800	\$0	\$17,016	\$5,000	\$22,016	\$23,816	\$25,006	\$25,006
005	Adaptation Strategies	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$3,000	\$3,000	\$0	\$24,926	\$3,000	\$27,926	\$30,926	\$32,472	\$32,472
006	Advance Concepts	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$1,200	\$1,200	\$0	\$16,768	\$0	\$16,768	\$17,968	\$18,867	\$18,867
007	Next Steps Strategies	0	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$1,000	\$1,000	\$0	\$3,667	\$0	\$3,667	\$4,667	\$4,900	\$4,900
GRAND TOTAL		280	63	12	8	6	8	101	14	12	16	520	\$95,559	\$4,160	\$9,090	\$9,090	\$38,500	\$186,640	\$30,800	\$255,940	\$265,030	\$282,442	\$378,000
Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.																							

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

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

NBWRA Resiliency Arenas Support Revised Budget																									
		Rene Guillen	Jacki Bates	Lori Jones	Erin Mackey	Seema Chavan	Julia Teixeira	Deanna Tanner	Susan Sicora	Sara Romero	Total Labor Hours	Total Labor Effort	APC	Expenses	Total ODCs	Data Instincts	ESA	Kennedy Jenks	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort		Existing Budget	Total Amended Budget
		PM	PA	Project Oversight	Technical Expert	Technical Expert	Engineering Support	Word Processing	Graphics	Finance						Cost	Cost	Cost							
		\$253.05	\$135.45	\$362.25	\$317.10	\$362.25	\$196.35	\$164.85	\$135.45	\$112.35															
001	Continued Recycled Water Support	143	24	6	8	0	24	6	4	10	225	\$51,394	\$1,796	\$0	\$0	\$15,000	\$37,200	\$40,000	\$92,200	\$92,200	\$98,606	\$150,000		\$204,966	\$354,966
001	Project Management	72	24	6	0	0	0	0	0	10	112	\$24,817	\$898	\$0	\$0	\$10,000	\$7,200	\$19,573	\$36,773	\$36,773	\$39,509	\$64,326		\$71,806	\$136,132
002	Environmental Evaluation	8	0	0	0	0	0	0	0	0	8	\$2,024	\$64	\$0	\$0	\$0	\$30,000	\$0	\$30,000	\$30,000	\$31,564	\$33,588		\$91,855	\$125,443
003	Financial Capability Determination	14	0	0	0	0	0	0	0	0	14	\$3,543	\$112	\$0	\$0	\$0	\$0	\$20,427	\$20,427	\$20,427	\$21,560	\$25,103		\$15,554	\$40,657
004	Phase 2 Grant Application	48	0	0	8	0	24	6	4	0	90	\$21,010	\$723	\$0	\$0	\$5,000	\$0	\$0	\$5,000	\$5,000	\$5,973	\$26,983		\$25,752	\$52,734
002	Drought Contingency Planning	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$52,034	\$52,034
001	Document Review	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$23,060	\$23,060
002	Technical Memorandum	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$20,608	\$20,608
003	Project Management	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$8,366	\$8,366
003	Sea Level Rise Adaptation	24	16	2	0	26	0	0	0	4	71	\$18,666	\$572	\$0	\$0	\$0	\$45,000	\$20,000	\$65,000	\$65,000	\$68,822	\$87,488		\$121,000	\$208,489
001	Project Management	20	16	2	0	0	0	0	0	4	42	\$8,402	\$336	\$0	\$0	\$0	\$10,000	\$0	\$10,000	\$10,000	\$10,836	\$19,238		\$13,594	\$32,832
002	Strategic Outreach	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$13,033	\$13,033
003	Decision Making Framework	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$13,128	\$13,128
004	Vulnerabilities	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,109	\$10,109	\$10,109	\$10,614	\$10,614		\$25,006	\$35,621
005	Adaptation Strategies	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,891	\$9,891	\$9,891	\$10,386	\$10,386		\$32,472	\$42,858
006	Advance Concepts	0	0	0	0	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$20,000	\$21,000	\$21,000		\$18,867	\$39,867
007	Next Steps Strategies	4	0	0	0	26	0	0	0	0	30	\$10,264	\$236	\$0	\$0	\$0	\$15,000	\$0	\$15,000	\$15,000	\$15,986	\$26,250		\$4,900	\$31,151
GRAND TOTAL		167	40	8	8	26	24	6	4	14	296	\$70,060	\$2,369	\$0	\$0	\$15,000	\$82,200	\$60,000	\$157,200	\$157,200	\$167,429	\$237,489		\$378,000	\$615,489
Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.																									

Exhibit E

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. 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. 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. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
- 1.5. Standards for Insurance Companies
 - a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
 - a. The Certificate of Insurance must include the following reference:
TW 22/23-008B.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4, above.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - d. Consultant shall submit current Evidence of Insurance prior to the renewal or replacement of any existing insurance policy.
 - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, copies of required insurance policies must be provided within thirty (30) days but with confidential information redacted.
- 1.7. Policy Obligations
 - a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.8. Material Breach
 - a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Consultant, Sonoma Water may deduct from sums due to Consultant any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.