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DRAFT First Amended and Restated Agreement for Feasibility Study of the 8th Street East Recycled Water Pipeline Project

This first amended and restated agreement ("First Amended and Restated Agreement" or "Agreement") is by and between **Sonoma Valley County Sanitation District** ("District") and **Brown and Caldwell**, a California corporation ("Consultant"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

A. Consultant represents that it is a duly qualified and licensed engineering firm, experienced in feasibility and analysis of engineering design and related services.

B. District and the Sonoma Valley Groundwater Sustainability Agency (SVGSA) are proposing to study recycled water pipeline routes in the unincorporated area of Sonoma County along the 8th Street East corridor (Project) that will be able to supply recycled water for commercial use and agricultural users.

C. The Project will analyze three potential pipeline alignment alternatives that connect to the existing District's reclamation system, located at the District's wastewater treatment plant (WWTP).

D. Sonoma County Water Agency operates and manages District under contract with District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of District.

E. Under this Agreement, Consultant will review background information, provide pipeline alignment analysis and alternatives, provide hydraulic analysis, provide topographic survey along the selected alignment, prepare a report, and conduct related meetings.

F. District and Consultant first entered into this Agreement on September 9, 2025, in the amount of $418,199.

G. This First Amended and Restated Agreement increases the amount by $20,000 with no change to the scope of work or Agreement term, for a new not-to-exceed Agreement total of $438,199.

H. This First Amended and Restated Agreement supersedes all previous agreements between the parties.

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

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A G R E E M E N T

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: Estimated Budget for Scope of Work.

d. Exhibit D: 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 District:* Consultant shall cooperate with District in the performance of all work hereunder. Consultant shall coordinate the work with District's Project Manager. Contact information and mailing addresses:

District	Consultant
Project Manager: Kevin Booker 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-521-1865 Email: Kevin.Booker@scwa.ca.gov	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 Same address as above or Email: ap.agreements@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 District shall not operate as a waiver or release. District has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If District determines that any of Consultant's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the

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right to do any or all of the following: (a) require Consultant to meet with District to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from District.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.

c. 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 $438,199.

a. Total costs for Tasks 1-5 shall not exceed $418,199.

b. Total costs for Optional Task 6, if requested in writing by District, shall not exceed $20,000.

c. Total costs shall not be exceeded, regardless of whether it takes Consultant more time to complete or costs more than anticipated.

d. No more than $358,200 will be paid until the draft report is submitted.

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

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

a. Consultant name.

b. Agreement title and TW 24/25-066A.

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c. District's Project-Activity Code V0005D014.
d. Task performed with an itemized description of services rendered by date.
e. Summary of work performed by subconsultants, as described in Paragraph 17.4.
f. Time in quarter hours devoted to the task.
g. Hourly rate(s) and title(s) 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.

4.5. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.

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

4.7. Taxes Withheld by District:

a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, District shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

b. If Consultant does not qualify, as described in Paragraph 4.7.a, District requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.7.a, then District requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify District of any changes in the facts. Forms should be sent to District pursuant to Article 18 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide District with either a full or partial waiver from the State of California.

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4.8. *Funding:*

a. Funding for this Agreement is as follows:

Fiscal Years	*Appropriation*
2025/2026	$350,000
2026/2027	$88,199

b. Availability of Funding:

i. Funding is available for Fiscal Year 2025/2026.

ii. District's performance under this Agreement in subsequent years is contingent upon appropriation of funds by District's Board of Directors. District shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by District's Board of Directors for the purpose of this Agreement.

iii. If funding for this Agreement for any fiscal year is reduced or eliminated by District's Board of Directors, District shall have the option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

5. TERM OF AGREEMENT

5.1. Term of Agreement:

a. The term of this Agreement shall be from September 8, 2025 ("Effective Date"), to January 30, 2027, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

b. Sonoma County Water Agency's General Manager shall have the ability to extend the term of this Agreement for up to two additional years by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by District and Consultant.

6. TERMINATION

6.1. *Authority to Terminate:* District'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, District 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, District may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

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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 District all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 13.10 and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

6.5. *Payment Upon Termination:* Upon termination of this Agreement by District, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if District terminates the Agreement for cause pursuant to Paragraph 6.3, District shall deduct from such amounts the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

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

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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 D (Insurance Requirements).

9. PROSECUTION OF WORK

9.1. Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed due to circumstances beyond its reasonable control, include, but not limited to, 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 District personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of District.

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11. CONTENT ONLINE ACCESSIBILITY

11.1. *Accessibility:* District policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilizing available existing technologies.

11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a District-managed or District-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), District's Web Standards & Guidelines located at

https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/ and District's Web Site Accessibility Policy located at https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/.

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 District 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 District's Web Site Accessibility Policy shall be the responsibility of Consultant. If District, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any District-managed or District-funded Web site does not comply with District Accessibility Standards, District will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to District, repair or replace the non-compliant materials within such period of time as specified by District in writing. If the required repair or replacement is not completed within the time specified, District shall have the right to do any or all of the following, without prejudice to District's right to pursue any and all other remedies at law or in equity:

a. Cancel any delivery or task order;

b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or

c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for District, District may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by District in connection with such changes or repairs.

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

12. GOVERNMENT CODE SECTION 1097.6

Consultant's duties and services under this Agreement shall not include preparing or assisting District with any portion of District's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional agreement with District. By entering this Agreement, District shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this Project. Consultant's participation in the planning, discussions, or drawing of

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Project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with District to ensure that all bidders for a subsequent contract on any subsequent phase of this Project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

13. REPRESENTATIONS OF CONSULTANT

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

13.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Consultant becomes debarred, Consultant has the obligation to inform District.

13.3. *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 District harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on these earnings.

13.4. *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 District for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

13.5. *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

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conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by District, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with District within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

13.6. *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.

13.7. *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, including without limitation, the County of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

13.8. *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.

13.9. *Assignment of Rights:* Consultant assigns to District all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the work, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the work as District may direct, and refraining from disclosing any versions of the work to any third party without first obtaining written permission of District. Consultant shall not use or permit

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another to use the work in connection with this or any other project without first obtaining written permission of District.

13.10. *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 District. District shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to District all such documents, which have not already been provided to District in such form or format as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Reuse by District of documents for any project or purpose other than the work under this Agreement shall be at District'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 District.

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

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

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completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 13.10, Consultant agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of District.

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

14. PREVAILING WAGES

14.1. *General:* Consultant shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at District and will be made available to any person upon request.

14.2. *Subcontracts:* Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

14.3. *Compliance Monitoring and Registration*: This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g., electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor

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Commissioner at least monthly (Labor Code § 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

14.4. *Compliance with Law:* In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

15. DEMAND FOR ASSURANCE

15.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 15 limits District's right to terminate this Agreement pursuant to Article 6 (Termination).

16. MEDIATION OF DISPUTES

16.1. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, District and Consultant agree first to try in good faith to settle the dispute by mediation. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. If the dispute also involves claims against or by a construction contractor who has used or otherwise relied on any work product of Consultant, the Parties agree that the mediation required by this Article 16 will include the construction contractor as a participant. The cost of mediation shall be equally shared by the participating parties. Unless the participation of a construction contractor is required and

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that indispensable contractor is subject to an incompatible stipulation with District with regard to the same matters, the parties further agree that:

a. The mediation shall be conducted in Santa Rosa, California.

b. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.

c. The parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

17. ASSIGNMENT AND DELEGATION

17.1. *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.

17.2. *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:

Full Legal Name	*Type of Services*	*Prevailing Wages Apply? Y/N*
Mark Thomas & Company, Inc.	Topographic surveys	Y
Environmental Science Associates	Environmental analysis	Y

17.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 17.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 17.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 17.2:

a. Prior to entering into any contract with subconsultant, Consultant shall obtain District approval of subconsultant.

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

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17.4. *Summary of Subconsultants' Work:* Consultant shall provide District 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.

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

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

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

19. MISCELLANEOUS PROVISIONS

19.1. *No Bottled Water:* In accordance with District Board of Directors Resolution No. 09-0920, dated September 29, 2009, no District funding shall be used to purchase single-serving, disposable water bottles for use in District facilities or at District-sponsored events. This restriction shall not apply when potable water is not available.

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

19.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and District acknowledge

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that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

19.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

19.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

19.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.

19.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

19.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

19.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

19.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

19.11. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via 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

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original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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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 24/25-066A

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

Approved as to form:

By: _____
[Name]
Chief Deputy County Counsel

Insurance Documentation is on file with District

Date/TW Initials: 12/16/25 lmc

Sonoma Valley County Sanitation District

By: _____
Grant Davis
General Manager
Authorized per Sonoma Valley County Sanitation District's Board of Directors Action on July 7, 2026

Date: _____

Brown and Caldwell, a California corporation

By: _____

Name: _____

Title: _____

Date: _____

DIR Registration #: 1000005288

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Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Provide Quality Controls, Communication, and Coordination.

a. Prepare a project plan that includes a quality assurance/quality control plan that defines roles, review processes, and procedures for developing deliverables.

b. Monitor task budgets, project schedule, and progress of individual tasks.

c. Coordinate data requests, transfers, and deliverables.

d. Monthly progress reports.

i. Prepare monthly progress reports including, but not limited to, the following information:

a) A detailed list of work performed.

b) Dates and subject of meetings conducted, meeting attendees, and summary of meeting results.

c) Other information as appropriate or as requested by District and mutually agreed upon.

e. Meetings.

i. Conduct Kick-off meeting and site visit.

a) Kick-off meeting: Conduct a one-hour meeting via Microsoft Teams to identify District's project team and introduce Consultant's project team of up to three staff members.

b) Site visit: Conduct a site visit along the alignments with up to two Consultant staff members over a period of two eight-hour days.

ii. Conduct up to 12 30-minute check-in meetings via teleconference.

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

Deliverable	Due Date
Meeting agendas	No later than 4 calendar days prior the scheduled meeting
Meeting minutes	Within 7 calendar days of the scheduled meeting
Kick-off meeting agenda	No later than 4 calendar days prior to the scheduled meeting
Kick-off meeting minutes	Within 14 calendar days of the scheduled meeting
Progress reports	Monthly with invoices

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1.2. Task 2: Review Background Information.

a. Based on discussions at the Kick-off Meeting in Paragraph 1.1.e.i above, develop and submit to District a request for information (RFI). The RFI shall include, but is not limited to, the following items:

i. Existing drawings and specifications of the pipelines and connection at District WWTP.

ii. Existing topographic data as elevation contours in AutoCAD format.

iii. Existing aerial photography in TIFF format (if available) for use as base mapping.

iv. Confirmation of customer demand data (year-round, seasonal), which has been already provided, and District irrigation customer interest survey results.

v. Geographic Information System (GIS) files, including easement data and utility data.

vi. New pump station location and specific information for pipeline tie-in.

vii. New parcel information (if available) for review of location for new water storage and pump station.

viii. Pertinent environmental documentation completed in the project area.

ix. List of special agencies needed to coordinate design.

x. Other information to support the study or as requested by District and mutually agreed upon by Consultant.

b. Conduct Meeting 1: Conduct a one-hour virtual review meeting to discuss the customer survey results and customer demand data received from District.

c. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables). District will return the requested information to Consultant within 10 business days.

Deliverable	**Due Date**
Meeting 1 agenda	Within 7 calendar days prior to meeting with District
Meeting 1 minutes	Within 14 calendar days after meeting with District

1.3. Task 3: Provide Pipeline Alignment Options.

a. Provide a pipeline alignment alternative analysis.

i. Perform alignment evaluation analysis of the three identified pipeline alignment alternatives including, but not limited to, the following steps:

a) Identify the feasibility of each alignment, challenges and potential disadvantages, by incorporating findings from the site visit in Paragraph 1.1.e.i.b) above and considering primary and secondary factors as discussed with District, the potential need for easements,

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utility constraints, constructability concerns, traffic disruption, and coordination with other identified agencies.

b) Develop an opinion of probable construction cost (OPCC) for all three pipeline alignments, including cost as one of the criteria, to compare the alternatives.

ii. Coordinate with up to two additional identified agencies needed to coordinate design requirements (e.g., County of Sonoma).

iii. Research preliminary potential utility conflicts (plan view) and utility separation requirements and constraints using District-provided GIS data and USA field markings based on a Google earth walkthrough.

b. Provide environmental and cultural resources constraints analysis.

i. Provide an environmental constraints analysis of regulated biological resources within each of the three identified alignments including, but not limited to:

a) An outline of environmental resources issues at a high level.

b) Suggested timelines for supplemental biological surveys.

c) A timeline for permitting and environmental compliance.

ii. Conduct the constraints analysis by leveraging findings from the 2014 CEQA Addendum to the NBWRP Sonoma Valley Recycled Water Project, Phase 1 Modification environmental impact report (EIR).

iii. Confirm the regulatory approvals needed for the project and recommend a potential CEQA compliance approach.

a) Biological resources review in the new alignments will evaluate environmental issues identified in the Appendix G checklist of the EIR.

iv. To determine the cultural resources sensitivity of the proposed alignments, conduct a review that includes background research at the Northwest Information Center (NIC) of the California Historical Resource Information System and a surface survey of the proposed alignments.

v. Site Visits: Conduct up to three site visits, as needed.

a) Provide site investigations for biological resources on a reconnaissance-level only

vi. Conduct a tree survey for all trees in the area in one day (8 hours) of fieldwork. Adjust the level of effort for the tree surveys based on California Department of Fish and Wildlife's tree size requirements and unique efforts or constraints created by the final Project impact area.

vii. Summarize findings from the environmental and cultural resources constraint analysis and include in the Alignment Evaluation Technical Memorandum (TM) described below.

c. Provide hydraulic analysis.

i. Perform a conceptual hydraulic analysis for the three preliminary alignments using an updated version of the hydraulic model of the R5 pumping system developed for the Treatment Plant Backup Chemical

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Evaluation and Hydraulics Investigation Project including, but not limited to, the following steps:

a) Review customer data, system operations, and boundary conditions in collaboration with District.
b) Conduct an analysis of sensitivity of the model outputs to key model input parameters, such as pipeline roughness (up to four model runs).
c) Refine pump station capacity analysis (up to six model runs).
d) Provide model update and hydraulic analysis of the three preliminary alignments (up to six model runs).

ii. Evaluate the model's performance using sensitivity simulations prior to building the three alternative pipeline alignments.

iii. Summarize findings from the hydraulic analysis and include in the Alignment Evaluation TM described below.

d. Prepare an Alignment Evaluation TM that includes, but is not limited to, the following components:

i. Table of Contents.

ii. Findings from the pipeline alignment alternative analysis.

iii. Findings from the environmental and cultural resources constraints analysis.

iv. Findings from the hydraulic analysis.

v. Other information as appropriate or requested by District described in writing and mutually agreed upon by Consultant.

e. Conduct Meeting 2. Conduct a two-hour virtual review meeting to discuss findings from the Alignment Evaluation TM and to help District select a preferred alignment to be developed as part of Task 5.

f. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables). District will return the requested information to Consultant within 14 calendar days.

Deliverable	**Due Date**
Draft Alignment Evaluation Technical Memorandum	Within 270 calendar days of Effective Date
Final Alignment Evaluation Technical Memorandum	Within 30 calendar days of District's approval of draft
Meeting 2 agenda	Within 7 calendar days prior to meeting with District
Meeting 2 minutes and decision log	Within 14 calendar days after meeting with District

1.4. Task 4: Conduct Topographic Survey Along Selected Alignment

a. Set project control and collect a preliminary topographic survey for the selected pipeline alignment and preliminary design including, but not limited to, the following steps:

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i. Establish project control and tie into the North American Vertical Datum of 1988 (NAVD88) based on National Geodetic Survey (NGS) markers and horizontally on North American Datum of 1983 (NAD83) based on NGS markers.

ii. Prepare a spreadsheet with description of the points held, the benchmark(s), basis of bearings and vertical datum information. Include control points with values in a spreadsheet, including coordinates and elevations used for each control point.

iii. Conduct Mobile Terrestrial LiDAR Scan (MTLS) for approximately 3.5 miles. The data collection will be limited to the edge of road pavement and along the following route (assuming no encroachment permits will be required and the longest of the alignments at this early stage prior to preliminary design) beginning approximately 0.75 miles easterly of the intersection of Napa Road and Denmark Street, thence westerly along Napa Road and continuing northerly along Denmark Street, thence westerly along Denmark Street to the intersection of 8th Street, thence southerly along 8th Street to the intersection of Schellville Road and 8th Street.

iv. Collect topographic information including above-ground surface visible utilities, edge of concrete and asphalt, grade breaks, fence line, drainage inlets, and manhole structures. Invert elevations on underground utilities will not be collected. Incorporate this data with the MTLS data.

v. Compile an electronic base map and draft it at a scale of 1" = 40' with a one-foot contour interval. This base map will include a Digital Terrain Model (DTM). Run break lines as appropriate, including elevation spot shots and other relevant features from the Topographic Survey.

b. Provide base mapping in AutoCAD Civil 3D (2022 or newer).

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

Deliverable	**Due Date**
Electronic base map with survey control, topographic information, and DTM	Within 21 calendar days of conducting survey
Project control values and control statement	Within 21 calendar days of conducting survey

1.5. Task 5: Prepare a Conceptual Design Report.

a. Send utility letters and research easements: Send Utility A letters for the selected alignment and research available parcels and need for easements along the selected alignment.

b. Develop conceptual Design Report and OPCC for the selected pipeline alignment including preliminary analysis and recommendations on, but not limited to, the following items:

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i. Final version of the Alignment Evaluation TM and the selected alignment for design.
ii. Design criteria and use of legacy standards if available for pipeline design.
iii. Acceptable and projected range of velocities in the pipe for different flow rates.
iv. Identification of pipe materials in the pipe size range.
v. Expected permit conditions and constraints and impacts to construction of the pipeline.
vi. Findings on utility constraints and/or conflicts.
vii. Environmental and cultural resources findings or identification of additional environmental/cultural resource investigation needs.
viii. Anticipated paving and trenching requirements based on District standards.
ix. Potential need for special design considerations along the pipeline alignment related to known conditions (i.e., trenchless installation considerations) based on environmental constraints like creek crossings.
x. Special appurtenances (i.e., blow offs, isolation valves, and joint restraints).
xi. Plan view drawings (no profiles) of pipeline alignment based on 1" to 40' scale (provide up to 30 drawings).

c. Conduct Meetings 3 and 4.
   i. Meeting 3: Conduct a one-hour meeting to review District comments on the Conceptual Design Report.
   ii. Meeting 4: Conduct a one-hour meeting to review Consultant's responses to District comments on the Conceptual Design Report.
d. Deliverables: Submit the below deliverables in accordance with Paragraph 2.1 (Review and Acceptance of Deliverables).

Deliverable	**Due Date**
Draft Conceptual Design Report	Within 300 calendar days of Effective Date of the Agreement
Final Conceptual Design Report	Within 365 calendar days of District's approval of draft
AACE Class 5 Level OPCC for the three pipeline alignment alternatives	Within 310 calendar days of Effective Date of the Agreement
Standard preliminary details and the recommended design criteria for the selected pipeline alignment	Included with Conceptual Design Report
Meeting agendas	Within 7 calendar days prior to meeting with District
Meeting minutes and decision logs	Within 14 calendar days after meeting with District

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1.6. Optional Task 6: Additional Services

a. Do not proceed with this task unless requested in writing by District.

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

Deliverable	Due Date
To be determined	To be determined

2. DELIVERABLES

2.1. Review and Acceptance of Deliverables

a. First Draft: Prepare each deliverable in draft form and submit to District for review and approval in accordance with the date listed for the deliverable in the applicable task. District will return the draft deliverable to Consultant with comments or approval in writing.

b. Subsequent Draft(s): If District requests revisions, revise the draft deliverable and resubmit for District approval.

c. Final. Following District approval and prior to District's acceptance of work under this Agreement, submit the final approved deliverable to District in accordance with the date listed for this deliverable.

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 District.

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

2.4. Include Agreement title and TW 24/25-066A on first page or cover of each deliverable.

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Exhibit B

Schedule of Costs

1. ORIGINAL AGREEMENT

PERSONNEL	
Title(s)	**Hourly Rate(s) not Subject to Prevailing Wage**
Project Manager	$298
Project Accountant	$165
Project Engineer	$135
Biller	$112
Principal	$362
QA/QC Reviewer	$362
Client Manager	$253
Technical Advisor	$253
Modeling Lead	$253
Cost Estimator	$253
Word Processor	$165
GIS	$165
Cost Estimating QC Reviewer	$253
Modeling Project Engineer	$135
Modeling QC Reviewer	$298
CADD	$196
PREVAILING WAGES	
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.	
EXPENSES	
Item	**Cost**
Subconsultant: Mark Thomas & Company, Inc.	at cost, not to exceed $82,000

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Subconsultant: Environmental Science Associates	at cost, not to exceed $14,000
Copies	$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	current IRS rate
Rental car	daily rate, at cost
Travel Expenses:* Airline Tolls Parking Meals *Travel Expenses to be pre-approved by District.	 At cost At cost At cost At cost not to exceed $95 per day, alcohol excluded

2. FIRST AMENDED AND RESTATED AGREEMENT

PERSONNEL	
Title(s)	**Hourly Rate(s) not Subject to Prevailing Wage**
Project Manager	$333
Project Accountant	$142
Project Engineer	$118
Biller	$118
Principal/Project Director	$266
PMO Review	$380
Technical Lead	$266
QC/Technical Advisor	$313
Hydraulic Modeling Lead	$266
Cost Estimator	$266
Word Processor	$142

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GIS	$173
Modeling Project Engineer	$118
Modeling QC	$313
CADD	$206
PREVAILING WAGES	
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.	
EXPENSES	
Item	**Cost**
Subconsultant: Mark Thomas & Company, Inc.	at cost, not to exceed $86,100
Subconsultant: Environmental Science Associates	at cost, not to exceed $14,242
Copies	$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	current IRS rate
Rental car	daily rate, at cost
Travel Expenses:* Airline Tolls Parking Meals *Travel Expenses to be pre-approved by District.	 At cost At cost At cost At cost not to exceed $95 per day, alcohol excluded

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Exhibit C

Estimated Budget for Scope of Work

1. ESTIMATED BUDGET FOR ORIGINAL AGREEMENT

SVCSD 8th St. Pipeline Design -Budget Proposal

		Uday Sant	Stephanie Wong	Jacki Bates	Lindsay Surio	Lori Jones	Peter Bellows	Rene Guillen	Rob Davies	Nikos Apsilidis	Dan Goodburn	Deanna Tanner	Tina Crawford	William Agster	Alisa Tseng	Christopher Michaels	Tait Lambert			Other - ODC		APC		MARK THOMAS & CO. INC.		ENVIRONMENTAL SCIENCE ASSOC (ESA)					
Phase	Phase Description	Project Manager	Project Accountant	Project Engineer	Biller	Principal	QA/QC	Client Manager	Technical Advisor	Modeling Lead	Cost Estimator	Word Processor	GIS	Cost Estimating QC	Modeling Project Engineer	Modeling QC	CADD	Total Labor Hours	Total Labor Effort		Total ODCs		Total Unit Pricing Effort	Hours	Cost	Hours	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		$298.00	$165.00	$135.00	$112.00	$362.00	$362.00	$253.00	$253.00	$253.00	$253.00	$165.00	$165.00	$253.00	$135.00	$298.00	$196.00														
100	**Quality Control and Coordination**	76	40	48	12	4	6	2	0	2	0	0	0	0	0	0	0	**190**	**42,399**	500	**500**	1,520	**1,520**	0	0	0	0	**0**	**500**	**2,020**	**44,419**
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
101	Quality Control and Coordination	60	24	48	12	4	4	0	0	0	0	0	0	0	0	0	0	**152**	33,255	0	**0**	1,216	**1,216**	**0**	**0**	**0**	**0**	**0**	**0**	**1,216**	**34,471**
102	Kickoff Meeting and Site Walk	16	16	0	0	0	2	2	0	2	0	0	0	0	0	0	0	**38**	9,144	500	**500**	304	**304**	**0**	**0**	**0**	**0**	**0**	**500**	**804**	**9,948**
200	**Review Background Information**	12	24	0	0	0	4	0	0	0	0	0	0	0	0	0	0	**40**	**9,433**	0	**0**	320	**320**	0	0	**0**	**0**	**0**	**0**	**320**	**9,753**
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
201	Review Background Information (Includes Meeting 1)	12	24	0	0	0	4	0	0	0	0	0	0	0	0	0	0	**40**	9,433	0	**0**	320	**320**	**0**	**0**	**0**	**0**	**0**	**0**	**320**	**9,753**
300	**Pipeline Alignment Options**	52	76	0	0	0	22	0	12	42	4	8	32	0	16	4	0	**268**	**63,657**	1,500	**1,500**	2,144	**2,144**	0	14,000	**14,000**	**14,000**	**15,500**	**18,344**	**82,001**
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
301	Pipeline Alignment Alternative Analysis	40	60	0	0	0	16	0	8	0	4	8	24	0	0	0	0	**160**	37,724	0	**0**	1,280	**1,280**	**0**	**14,000**	**14,000**	**14,000**	**14,000**	**15,980**	**53,704**
302	Hydraulic Analysis	4	8	0	0	0	4	0	4	40	0	0	0	0	16	4	0	**80**	19,366	1,000	**1,000**	640	**640**	**0**	**0**	**0**	**0**	**0**	**1,000**	**1,640**	**21,006**
303	Meeting 2 - Discuss the Alignment Alternatives and Findings	8	8	0	0	0	2	0	0	2	0	0	8	0	0	0	0	**28**	6,567	500	**500**	224	**224**	**0**	**0**	**0**	**0**	**0**	**500**	**724**	**7,291**
400	**Topographic Survey Along Selected Alignment**	8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	8	**20**	**4,843**	0	**0**	160	**160**	82,000	0	**82,000**	**82,000**	**86,260**	**91,103**	
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
401	Topographic survey	8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	8	**20**	4,843	0	**0**	160	**160**	**82,000**	**0**	**82,000**	**82,000**	**86,260**	**91,103**	
500	**Conceptual Design Report**	152	200	0	0	0	28	0	26	0	0	24	72	0	0	0	236	**738**	**164,961**	0	**0**	5,904	**5,904**	0	0	**0**	**0**	**5,904**	**170,865**	
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
501	Send Utility A Letters and Easement Research	16	24	0	0	0	0	0	0	0	0	0	24	0	0	0	0	**64**	13,322	0	**0**	512	**512**	**0**	**0**	**0**	**0**	**0**	**512**	**13,834**	
502	Develop Report and 30% Drawings for Selected Alignment	104	128	0	0	0	24	0	24	0	0	16	48	0	0	0	196	**540**	121,640	0	**0**	4,320	**4,320**	**0**	**0**	**0**	**0**	**0**	**4,320**	**125,960**	
503	Meeting 3 - Discuss Conceptual Design Report Review Comments	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**16**	3,889	0	**0**	128	**128**	**0**	**0**	**0**	**0**	**0**	**128**	**4,017**	
504	Address Review Comments	24	40	0	0	0	4	0	2	0	0	8	0	0	0	0	40	**118**	26,109	0	**0**	944	**944**	**0**	**0**	**0**	**0**	**0**	**944**	**27,053**	
	Submit Final Conceptual Design Report and 30% drawings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
600	**Supplementary Services**	63	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**63**	**19,556**	2	**2**	500	**500**	0	0	**0**	**0**	**2**	**502**	**20,058**	
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	0	0	**0**	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
601	Supplementary Services	63	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**63**	19,556	2	**2**	500	**500**	**0**	**0**	**0**	**0**	**2**	**502**	**20,058**	
	GRAND TOTAL	**363**	**344**	**48**	**12**	**4**	**60**	**2**	**38**	**44**	**4**	**32**	**104**	**0**	**16**	**4**	**244**	**1,319**	**304,849**	**2,002**	**2,002**	**10,548**	**10,548**	**82,000**	**14,000**	**96,000**	**98,002**	**113,350**	**418,199**		

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

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2. ESTIMATED BUDGET FOR FIRST AMENDED AND RESTATED AGREEMENT

SVCSD 8th St. Pipeline Design

Phase	Phase Description	Uday Sant	Jacki Bates	Lindsay Surio	Lori Jones	Antonio Blair	Marianna Sochanska	Rene Gutten	Nikos Apalids	Bernadette Visitacion	Dan Goodburn	Deanna Tanner	Tina Crawford	Christopher Michalos	Tait Lambert				APC	MARK THOMAS & CO. INC.	ENVIRONMENTAL SCIENCE ASSOC (ESA)				
		Project Manager	PA	Biller	PMO Review	Project Engineer	Technical Lead	Principal/ Project Director	Hyd Modeling Lead	QC/Tech Advisor	Cost Estimator	WP	GIS	Modeling QC	CADD	Total Labor Hours	Total Labor Effort	Total ODCs		Cost	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		$333.00	$142.00	$118.00	$380.00	$118.00	$266.00	$266.00	$266.00	$313.00	$266.00	$142.00	$178.00	$313.00	$206.00										
100	**Quality Control and Coordination**	72	48	12	4	36	16	3	4	0	0	0	0	0	0	195	$ 44,407	$ 655	$ 1,560	$ -	$ -	$ -	$ 655	$ 2,215	$ 46,622
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
101	Quality Control and Coordination	60	48	12	4	20	12	0	0	0	0	0	0	0	0	156	$ 35,597	$ 107	$ 1,248	$ -	$ -	$ -	$ 107	$ 1,355	$ 36,951
102	Internal Kickoff Meeting and Site Walk	12	0	0	0	16	4	3	4	0	0	0	0	0	0	39	$ 8,810	$ 549	$ 312	$ -	$ -	$ -	$ 549	$ 861	$ 9,671
	Compile RFI	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
200	**Review Background Information**	9	0	0	0	26	15	0	0	0	0	0	0	0	0	49	$ 9,783	$ 65	$ 390	$ -	$ -	$ -	$ 65	$ 455	$ 10,238
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
201	Review Background Information	9	0	0	0	26	15	0	0	0	0	0	0	0	0	49	$ 9,783	$ 65	$ 390	$ -	$ -	$ -	$ 65	$ 455	$ 10,238
300	**Pipeline Alignment Options**	36	0	0	0	82	72	0	45	16	4	8	32	4	0	299	$ 66,753	$ 1,523	$ 2,390	$ -	$ 14,242	$ 14,242	$ 15,765	$ 18,867	$ 85,620
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
301	Pipeline Alignment Alternative Analysis (Includes Env/Cult res agency coordination)	24	0	0	0	64	60	0	0	12	4	8	24	0	0	196	$ 41,583	$ 23	$ 1,566	$ -	$ 14,242	$ 14,242	$ 14,265	$ 16,543	$ 58,126
302	Hydraulic Analysis	4	0	0	0	13	8	0	41	4	0	0	4	0	0	74	$ 18,404	$ 1,000	$ 592	$ -	$ -	$ -	$ 1,000	$ 1,592	$ 19,996
	Internal QC and address comments	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Submit Alignment TM	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sonoma Water Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
303	Meeting 2 - Discuss the Alignment Alternatives and Findings	8	0	0	0	5	4	0	4	0	0	0	8	0	0	29	$ 6,766	$ 500	$ 232	$ -	$ -	$ -	$ 500	$ 732	$ 7,498
400	**Topographic Survey Along Selected Alignment**	4	0	0	0	5	4	0	0	0	0	0	0	0	9	22	$ 5,008	$ 73	$ 172	$ 86,100	$ -	$ 86,100	$ 86,173	$ 90,650	$ 95,658
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Survey NTP	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
401	Topographic survey (Check with MT, our sub)	4	0	0	0	5	4	0	0	0	0	0	0	0	9	22	$ 5,008	$ 73	$ 172	$ 86,100	$ -	$ 86,100	$ 86,173	$ 90,650	$ 95,658
500	**Conceptual Design Report**	100	0	0	0	206	123	0	0	30	0	24	72	0	240	795	$ 172,934	$ 110	$ 6,361	$ -	$ -	$ -	$ 110	$ 6,472	$ 179,406
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
501	Send Utility A Letters and Easement Research (Plan to send utility letters early)	8	0	0	0	24	9	0	0	0	0	0	24	0	0	65	$ 12,302	$ 30	$ 519	$ -	$ -	$ -	$ 30	$ 549	$ 12,851
502	Develop Report and 30% Drawings for Selected Alignment	73	0	0	0	133	101	0	0	27	0	16	48	0	201	599	$ 133,702	$ 43	$ 4,793	$ -	$ -	$ -	$ 43	$ 4,836	$ 138,538
	Internal QC review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Address Internal QC comments and submit BODR/30% Drawings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Sonoma Water Review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
503	Meeting 3 - Discuss BODR Review Comments	4	0	0	0	8	4	0	0	0	0	0	0	0	0	17	$ 3,682	$ -	$ 133	$ -	$ -	$ -	$ -	$ 133	$ 3,815
504	Address Review Comments	14	0	0	0	41	10	0	0	3	0	8	0	0	39	115	$ 23,249	$ 37	$ 916	$ -	$ -	$ -	$ 37	$ 953	$ 24,202
	Develop Final BODR and 30% drawings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Internal review	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	Address comments and submit Final BODR/dwgs	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
600	**Supplementary Services**	11	0	0	0	47	34	0	0	0	0	0	0	0	0	92	$ 19,166	$ 98	$ 736	$ -	$ -	$ -	$ 98	$ 834	$ 20,000
****	Default	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
601	Supplementary Services	11	0	0	0	47	34	0	0	0	0	0	0	0	0	92	$ 19,166	$ 98	$ 736	$ -	$ -	$ -	$ 98	$ 834	$ 20,000
	GRAND TOTAL	231	48	12	4	409	264	3	49	46	4	32	104	4	249	1,451	318,050	2,525	11,610	86,100	14,242	100,342	102,866	119,493	$ 437,544

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Exhibit D

Insurance Requirements

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

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

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1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

a. Required if Consultant has employees as defined by the Labor Code of the State of California.

b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.

c. Employers Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.

d. Required Evidence of Insurance: Certificate of Insurance.

e. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.

b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Consultant.

If the deductible or self-insured retention exceeds $100,000 it must be approved in advance by District. Consultant is responsible for any deductible

or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving District.

d. Sonoma County Water Agency and Sonoma Valley County Sanitation District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.

e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).

g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.

h. Required Evidence of Insurance: Certificate of Insurance.

1.3. Automobile Liability Insurance

a. Minimum Limit: $1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.

b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.

c. Insurance shall cover hired and non-owned autos.

d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

a. Minimum Limit: $1,000,000 per claim or per occurrence; $2,000,000 annual aggregate.
If the deductible or self-insured retention exceeds $100,000 it must be approved in advance by District.

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.

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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 24/25-066A.

b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4 above.

c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma Valley County Sanitation District, c/o Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403-9019.
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. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.

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