

**~~Third-Fourth~~ Amended Agreement for  
Engineering, Environmental, and Public Outreach Services for  
North Bay Water Reuse Authority  
(FY 2014/2015, FY 2015/2016,  
FY 2016/2017, FY 2017/2018, and FY 2018/2019)**

This ~~third-fourth~~ amended agreement ("~~Third-Fourth~~ Amended 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 the North Bay Water Reuse Authority (hereinafter "Authority"), 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 Article 6 (Term of Agreement).

**RECITALS**

- A. Consultant represents that it is a duly qualified and licensed firm experienced in engineering, environmental, public outreach, 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 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 joined the Authority in March 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, environmental, and public outreach services for the Authority at its May 19, 2014, meeting. On September 6, 2014, Sonoma Water entered into this Agreement with Consultant as the Administrative Agency under the Third Amended MOU on behalf of Authority members who had executed the Third Amended MOU.
- K. This First Amended Agreement modified Exhibit A (Scope of Work) to remove \$49,000 from the triple bottom line analysis to add the new extended seasonal storage analysis, transfer \$25,000 from Phase 2 grant applications to workshops, and transfer \$25,000 from triple bottom line analysis to public involvement for a total decrease of \$24,000 in the Agreement amount for a new total of \$2,998,379.
- L. The First Amended Agreement also extended the term of the Agreement by six months to December 31, 2017.
- M. The Second Amended Agreement expanded some tasks and decreased others; increased the Agreement amount by \$321,274, accordingly; and extended the term end date for a new total Agreement amount of \$3,319,653 and term end date of October 30, 2018.
- N. ~~This The~~ Third Amendment Agreement expanded~~eds~~ Tasks 1, 3, and 5 for a total increase of \$176,103 for FY 18/19; and extend~~sed~~ the term by one year to October 30, 2019.
- O. This Fourth Amended Agreement expands Task 3 for cultural resources technical analyses and a revised environmental document, adds \$105,000 to the total and eight months to the term for this work for a new Agreement total of \$3,600,756 and term end date of June 30, 2020.
- P. In addition, this Fourth Amended Agreement changes occurrences of "Water Agency" to "Sonoma Water."
- ~~Q-Q.~~ This ~~Third-Fourth~~ Amended 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.

### **2. LIST OF EXHIBITS**

- 2.1. The following exhibits are attached hereto and incorporated herein:
- Exhibit A: Scope of Work
  - Exhibit B: Schedule of Rates
  - Exhibit C: Allocation of Costs
  - Exhibit D: Estimated Breakdown of Costs

- e. Exhibit E: Insurance Requirements
- f. Exhibit F: Certification of Compliance with Federal Laws and Authorities
- g. Exhibit G: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Consultant)
- h. Exhibit H: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion (Consultant's Subcontractors, Consultants, and Other Agents)
- i. Exhibit I: Disadvantaged Business Enterprise (DBE) Procedural Guidelines
- j. Exhibit J: Contract Provisions Required by Funding Authority

### 3. **SCOPE OF SERVICES**

- 3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A, within the times or by the dates provided for in Exhibit A and pursuant to Article 10 (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. Consultant shall coordinate financial and grant funding work with Sonoma Water's Administrative Contact. Contact information and mailing addresses:

| <b>Sonoma Water</b>  | <b>Consultant</b>   |
|--|---|
| Project Manager: Kevin Booker<br>Phone: 707-521-1865<br>Email: Kevin.Booker@scwa.ca.gov<br><br>Administrative Contact: Jake Spaulding<br>Phone: 707-524-8373<br>Email: Jake.Spaulding@scwa.ca.gov<br><br>404 Aviation Boulevard<br>Santa Rosa, CA 95403-9019                                       | Contact: <del>Michael Savage</del> <u>Rene Guillen</u><br>201 North Civic Drive<br>Walnut Creek, CA 94596<br>Phone: 949-677-6929<br>Email: <del>msavage</del> <u>RGuillen</u> @BrwnCald.com |
| <b>Remit invoices to:</b><br><del>Susan Bookmyer</del> <u>Accounts Payable, Project Manager,</u> and Administrative Contact<br>Same address as above or<br>Email: <del>susan.bookmyer</del> <u>ap_agreements</u> @scwa.ca.gov, <del>Kevin.Booker@scwa.ca.gov,</del> and Jake.Spaulding@scwa.ca.gov | <b>Remit payments to:</b><br>Brown and Caldwell<br><br>PO Box 45208<br>San Francisco, CA 94145-0208   |

- 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 requirements of 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. Consultant hereby agrees that its work will be performed and its operations conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

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

| <b><i>Company</i></b>              | <b><i>Key Personnel Name and Title</i></b>  |
|------------------------------------|---|
| Brown <del>&amp;and</del> Caldwell | <del>Michael Savage, Vice President</del><br><u>Rene Guillen, Senior Engineer</u> |
| Mark Millan dba Data Instincts     | Mark Millan, Principal  |
| Bryant and Associates              | Ginger Bryant   |
| Environmental Science Associates   | Jim O'Toole, Vice President<br>Leslie Moulton, Senior Vice President              |

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

#### 4. **ASSIGNMENT AND DELEGATION**

4.1. *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.

4.2. *Subcontracts:*

- a. Consultant shall perform a competitive selection process that includes DBE outreach, pursuant to Exhibit I.
- b. Notwithstanding the foregoing paragraph 4.1, Consultant may enter into subcontracts with the subconsultants specifically identified herein:

| <b><i>Subconsultant Company Name</i></b> | <b><i>DBE (Yes/No)</i></b> |
|--|----------------------------|
| Virginia Bryant dba Bryant & Associates  | No                         |
| Mark Millan dba Data Instincts           | No                         |
| Environmental Science Associates         | No                         |
| Kennedy/Jenks Consultants                | No                         |
| Geotechnical Consultants, Inc.           | Yes                        |

- c. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- d. If any subconsultant listed above is a DBE, the subconsultant cannot be removed from work on this Agreement without written permission of Sonoma Water.

4.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 4.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 4.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 4.2 above:

- a. Consultant shall perform a competitive selection process that includes DBE outreach, pursuant to Exhibit I.
- b. Sonoma Water's Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the Agreement exceeds \$25,000. In connection with such approval, Consultant shall provide Sonoma Water with copies of the responses to Consultant's competitive selection process solicitation to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant's reasons for choosing the recommended subconsultant based upon the criteria in the solicitation.
- c. If any subconsultant hired under this paragraph 4.3 is a DBE, the subconsultant cannot be removed from work on this Agreement without written permission of Sonoma Water.

- d. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Section 8, (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.
- 4.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a monthly summary of all work performed by all subconsultants during the preceding month. 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.

## 5. **PAYMENT**

- 5.1. *Total Costs.* Total costs under this Agreement shall not exceed ~~\$3,495,756~~\$3,600,756 (Sonoma Water's share shall not exceed ~~\$373,135~~\$383,596).
- 5.2. *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. 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 provided for in Section 14 of the Fourth Amended MOU and approved by Authority Board on August 28, 2017. 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 Section 14 of the Fourth Amended MOU approved by Authority Board on August 28, 2017, or a subsequent amended MOU. Upon conclusion or termination of this Agreement in accordance with Section 7 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.

- 5.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water's Project Manager. The bills shall show or include:
- Consultant name
  - Name of Agreement
  - Sonoma Water's Project-Activity Codes as follows:
    - Phase 1: N0003D034
    - Phase 2:
      - Tasks 1 and 5: N0002D049
      - Task 2: N0004D049
      - Tasks 3 and 4: N0005D049
  - Task performed with an itemized description of services rendered by date
  - Time in quarter hours devoted to the task
  - Hourly rate or rates of the persons performing the task
  - Summary of work performed by subconsultants, as described in Paragraph 4.4
- 5.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit D (Estimated Breakdown of Costs). Exhibit D will only be used as a tool to monitor progress of work and the project budget. Actual payment will be made as specified in Paragraph 5.2 above.

5.5. *Funding:*

- a. Funding for this Agreement is as follows:

| <i>Current Fiscal Year</i>     | <i>Budgeted Appropriation</i>         |
|--------------------------------|---------------------------------------|
| 2014/2015                      | \$897,963                             |
|                                |                                       |
| <i>Subsequent Fiscal Years</i> | <i>Planned Appropriation</i>          |
| 2015/2016                      | \$987,634                             |
| 2016/2017                      | \$1,257,442                           |
| 2017/2018                      | \$176,614                             |
| 2018/2019                      | <del>\$176,103</del> <u>\$281,103</u> |

- b. Availability of Funding in Subsequent Fiscal Years:
- Sonoma Water's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water's Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water's Board of Directors for the purpose of this Agreement.
  - If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water's Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 7



(Termination) or offer an amendment to Consultant to reflect the reduced amount.

- iii. If funding for this Agreement for any fiscal year is reduced or eliminated by Authority's Board of Directors, Authority, through the Administrative Agency, shall have the option to either terminate this Agreement in accordance with Article 7 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

## 6. **TERM OF AGREEMENT**

- 6.1. The term of this Agreement shall be from July 1, 2014 ("Effective Date") to ~~October 30, 2019~~June 30, 2020, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

## 7. **TERMINATION**

- 7.1. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 7.2. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 7.3. *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 materials and work product subject to Paragraph 13.9 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.
- 7.4. *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 expenses 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 times the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 7.2, 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.

- 7.5. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma Water's General Manager.

## **8. INDEMNIFICATION**

- 8.1. 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 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 negligence on Indemnitees' part, but, to the extent required by law, excluding liability due to Indemnitees' 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. This indemnity provision survives the Agreement.

## **9. INSURANCE**

- 9.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit E.

## **10. PROSECUTION OF WORK**

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

## **11. EXTRA OR CHANGED WORK**

- 11.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by Sonoma Water's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma

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

## **12. CONTENT ONLINE ACCESSIBILITY**

- 12.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 12.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water/County-managed or Sonoma Water/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. Part 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
- 12.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 12.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 12.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water/County-managed or Sonoma Water/County-funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or

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

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

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

### **13. REPRESENTATIONS OF CONSULTANT**

13.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water, 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 any members of the Authority provide their employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 7 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

13.2. *No Suspension or Debarment:* Consultant and Consultant's subcontractors, consultants, and other agents warrant that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant and Consultant's subcontractors, consultants, and other agents also warrant that they are 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.

- a. Consultant shall complete Exhibit G.
- b. Consultant's subcontractors, consultants, and other agents shall each complete a separate Exhibit H. Make additional copies of Exhibit H, as needed.

- 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 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.
- 13.4. *Records Maintenance:* Consultant and Consultant's subcontractors, consultants, and other agents 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.
- 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 conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 13.6. *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 may be 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. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 13.8. *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 versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water 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.
- 13.9. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

#### **14. PREVAILING WAGES**

- 14.1. *General:* Consultant shall pay to any worker on the job for whom state or federal prevailing wages have been established, including but not limited to geotechnical work, 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, U.S. Department of Labor, and Sonoma Water to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause copies of these determinations 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 rates of per diem wages are on file at Sonoma Water and will be made available to any person upon request. Copies of state wage rates are also available at [www.dir.ca.gov/labor\\_law.html](http://www.dir.ca.gov/labor_law.html). Copies of federal wage rates are available at Wage Determinations OnLine.gov: [www.wdol.gov](http://www.wdol.gov).

- 14.2. *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 and subconsultants to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly. 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.
- 14.3. *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, the foregoing subparagraph 14.1.
- 14.4. *Compliance with Law:* Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

## **15. DEMAND FOR ASSURANCE**

- 15.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the

circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 15 limits Sonoma Water's right to terminate this Agreement pursuant to Article 7 (Termination).

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

- 16.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 16.2. *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 16.

**17. MISCELLANEOUS PROVISIONS**

- 17.1. *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.
- 17.2. *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.
- 17.3. *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.

- 17.4. *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.
- 17.5. *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.
- 17.6. *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.
- 17.7. *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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 17.8. *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.
- 17.9. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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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 12/13-132D

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative  
Services

Approved as to form:


By: \_\_\_\_\_  
[Name], Deputy County Counsel

Insurance Documentation is on file with  
Sonoma Water

Date/TW Initials: 11/27/18 crt

**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  


By: \_\_\_\_\_  
\_\_\_\_\_  
(Please print name here)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

DIR Registration #: 1000005288

# **Exhibit A**

## **Scope of Work**

### **1. COMMENCEMENT OF WORK**

- 1.1. Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

### **2. TASKS**

Submit 7 electronic copies in PDF format (on CD) and 7 hard copies of each final deliverable to Sonoma Water.

#### **2.1. Task 1: Management**

- a. Workshops/Authority Board of Directors (Board)/Technical Advisory Committee (TAC) Meetings
  - i. FY 2014/2015 through FY 2016/2017:
    - a) Attend up to 9 workshops with Board and TAC
    - b) Attend up to 6 Board and TAC meetings and 12 TAC-only meetings that do not coincide with workshops
    - c) Attend up to six TAC-only meetings by conference call
  - ii. FY 2015/2016 and FY 2016/2017: Attend 6 meetings in person with Authority Board President and 6 conference calls or web meetings
  - iii. FY 2016/2017: Develop multiple scenarios for cost allocations to the member agencies and produce spreadsheets and presentations on cost allocation for Board meetings and workshops
  - iv. FY 2017/2018: Attend up to 4 Board of Directors meetings
  - v. FY 2018/2019 Attend up to 4 meetings
  - vi. Prepare agendas, presentation materials, and handouts for workshops
    - a) First Draft: Prepare the Consultant's components of agendas, materials, and handouts in draft form and submit to Sonoma Water's Project Manager for review and approval in accordance with the dates listed for this task.
    - b) Subsequent Draft(s): If Sonoma Water's Project Manager requests revisions, revise and resubmit Consultant's components for Sonoma Water approval.
    - c) Final: Following Sonoma Water's Project Manager approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved Consultant's components of agendas, materials, and handouts to Sonoma Water.
- b. Public Involvement

- i. FY 2014/2015 through FY 2016/2017: Support Program Public Outreach and Communication Needs
  - a) Review project-related studies, documents, customer guidelines, and messages prior to release and make suggestions and recommendations.
  - b) In coordination with project team, review existing communications material for each geographic area of existing and new Authority member agencies to ascertain the best informational approach in meeting the needs of these constituents, potential customers, special interests, and potentially affected stakeholders.
  - c) Develop and prepare outreach materials to be used by Authority to help maintain the identity and brand of the Authority and reinforce the value of water reuse to the communities being served.
  - d) Prepare press releases, opinion pieces, message points and other media-related responses to press inquiries and guide project team on media-related matters.
  - e) Manage and maintain consistent graphic look and feel of Authority outreach materials including, but not limited to, fact sheets, PowerPoint presentations, Web page content, YouTube videos, new practices and/or guidelines, letters, social media, e-mail broadcasts and exhibits.
  - f) Update message points, fact sheets and Web site to reflect completion of Phase 1 projects and introduction of Phase 2 studies, plans and activities.
  - g) Manage incoming telephone inquiries from media, potential customers, key stakeholders, and special interest groups of the project areas. Maintain dedicated project phone line.
  - h) Manage permission-based email broadcasts, customer and community group lists, and distribution of messages.
  - i) Maintain external Web content, news articles, document postings, Authority member listings, and mapping.
  - j) Coordinate printing and mailing services.
- ii. FY 2017/2018 through FY 2018/2019: Support Program Public Outreach and Communication Needs
  - a) Review project-related studies, documents, and messages prior to release and make suggestions and recommendations.
  - b) In coordination with 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.
  - c) Prepare press releases, opinion pieces, message points and other media-related responses to press inquiries and guide project team on media-related matters.

- d) 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.
- e) Manage incoming telephone inquiries from media, potential customers, key stakeholders, and special interest groups of the project areas. Maintain dedicated project phone.
- f) Manage permission-based email broadcast lists and distribution of messages.
- g) Coordinate printing and mailing services.
- iii. Assist and Support Authority Efforts
  - a) FY 2014/2015 through FY 2016/2017:
    - (i) Provide guidance and support to Authority staff to identify and communicate with potential customers and partners.
    - (ii) Maintain contact management information and database.
  - b) FY 2014/2015 through FY 2018/2019:
    - (i) Attend meetings and Program workshops, and participate in conference calls conducted by the project team.
    - (ii) Prepare and provide guidance for public meetings and technical workshops.
- iv. FY 2014/2015 through FY 2016/2017: Stakeholder Relations - Public Meetings and Workshops
  - a) Work with other recycled water generators in the Authority region and with agricultural interests to develop and participate in public outreach efforts including, but not limited to:
    - i) Help identify potential customers, key stakeholders, and special interest groups and their representatives in the Authority region, including local governments, sanitation and water districts, agricultural industry, the environmental community, local business community, and non-governmental organizations that may have an interest in the Program.
    - ii) Provide outreach to stakeholders and provide Program-related information, the content and status of legislation, the potential benefits of the Program, and stakeholder issues of concern related to the Program.
    - iii) Support project team efforts for information gathering and sharing regarding potential customers, stakeholders and special interest groups. Plan, prepare, and assist in facilitating meetings with stakeholder groups. Assist and provide guidance in resolving stakeholder issues of concern. Provide follow-up reporting to public workshop participants and report on outcomes of public meetings and workshops to the TAC and Board to keep participants informed.

- v. FY 2014/2015 through FY 2018/2019: Federal Appropriations/Grant Support
  - a) Provide support to the Authority's Legislative Development Services consultant and Authority member agency staff.
  - b) Help the Authority's Legislative Development Services consultant prepare materials to support the pursuit of necessary authorizations and funding.
  - c) Assist with project-related tours of project areas for prospective customers; special interest groups; and local, state, and federal funding interests.
- vi. FY 2014/2015 through FY 2017/2018: Support of Environmental Review Process and Feasibility Studies
  - a) Help environmental review team communicate the environmental review process to potentially affected public, stakeholders and government officials as required by CEQA and NEPA.
  - b) Provide technical and communications support in posting and update key meeting dates and environmental reports to the Authority Web site.
  - c) Produce collateral materials and PowerPoint presentations for public meetings, and public fact sheets and notifications.
  - d) Help develop list of stakeholders specific to the EIR/EIS.
  - e) Assist and provide guidance in preparing outreach materials and presentations that respond to questions and concerns highlighting Program activities and projects.
- c. FY 2014/2015 through FY 2018/2019: Administration
  - i. Prepare a workplan identifying the schedule and purposes of the workshops. Link the tasks associated with the development of the project deliverables to the workshop topics.
  - ii. Monthly Reports:
    - a) Prepare and provide copies of monthly reports to Sonoma Water's Project Manager, Authority's Program Manager, and Sonoma Water's Administrative Contact.
    - b) Monthly reports shall include the following:
      - i) A detailed list of work performed
      - ii) Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
      - iii) A detailed list of work planned for the coming month
      - iv) Other information as appropriate or as requested by Sonoma Water's Project Manager
- d. Task 1 Deliverables

| Deliverable            | Due Date                                       |
|------------------------|--|
| Draft workshop agendas | Within 10 calendar days prior to each workshop |



| Deliverable                               | Due Date                                       |
|---|--|
| Final workshop agendas                    | Within 5 calendar days prior to each workshop  |
| Draft presentation materials and handouts | Within 10 calendar days prior to each workshop |
| Final presentation materials and handouts | Within 5 calendar days prior to each workshop  |
| Draft public outreach materials           | Within 10 calendar days prior to release       |
| Final public outreach materials           | Within 5 calendar days prior to release        |
| Monthly reports                           | 15th day of each month                         |

## 2.2. Task 2: Title XVI Feasibility Study

- a. Prepare report in accordance with U.S. Bureau of Reclamation's (Reclamation) "Reclamation Manual Directives and Standards WTR 11-01." Address the 35 projects in the Feasibility Study at feasibility-level analysis.
- b. Introductory Information
  - i. Summarize basic information regarding the Program, participating agencies, and the study area, based on previous reports developed during the Phase 1 and Phase 2 efforts to date and updated with available new information.
- c. Statement of Problems and Needs
  - i. Develop a description of the study area's key water resource management problems and needs for which water reclamation and reuse may provide a solution. Provide projections through 2035 as provided in the 2010 urban water management plans. Leverage information provided in other studies to inform development of the water supply picture in the study area.
  - ii. Describe the following in the Statement of Problems and Needs:
    - a) Problem and Need for a Water Reclamation and Reuse Project
      - i) Prepare a broad view of the study area's water resources, including challenges such as growing population, dry year surface water supply restrictions, limited groundwater resources, and increasingly stringent wastewater discharge requirements, and present the overall hydrologic water balance for the study area.
    - b) Current and Projected Water Supplies
      - i) Describe and quantify current and projected water supplies for the study area including surface water, groundwater and recycled water that is currently available or being planned, other than the Program. Include total amounts of generated wastewater developed in the Scoping Study in the description of water supplies. Include other alternative water supply sources, such as

grey water, captured stormwater, and desalinated water in the description. Express water supply availability for average, dry, and wet climate years. Describe seasonal variation in water supplies.

- ii) Summarize plans for new water supply facilities. Use the planned supply facilities presented in the urban water suppliers' urban water management plans as an information source, supplemented by direct input from the agencies participating in the feasibility study.
- c) Current and Projected Water Demands
  - i) Present current and projected water demands through 2035 based on the 2010 UWMPs. Define the water use by the type (e.g., municipal, environmental, agricultural, etc.) and the timing and location of use. Define existing water use in terms of both annual use and monthly use. Gather information to describe and characterize the water users, their water use, and water quality requirements, including population and irrigated acres.
  - ii) Use demand projections developed by the urban water suppliers in their 2010 UWMPs and supplement with new analysis to reflect updated growth and unit water use conditions and to address the smaller communities' water demands.
  - iii) Present agricultural and landscaping demands using the irrigation water needs analysis presented in the 2008 Feasibility Study Report and updated to reflect new information. Review potential new recycled water users for their volume, proximity to available supply, water quality requirements, and elevation differences between supplies and demands based on input from the participating agencies.
- d) Water Quality Concerns for the Current and Projected Water Supply
  - i) Present water quality issues with the water supply and wastewater water quality, including constituents in the groundwater supplies and in local brackish water.
  - ii) Use the water quality supply impacts in the 2010 UWMPs as one of the information sources.
- e) Current and Projected Wastewater and Disposal Options other than the Proposed Title XVI project, and Plans and Project Costs for New Wastewater Facilities
  - i) Describe current and projected wastewater quantity and disposal options. Derive the current and future quantity of wastewater from Section 4 of the Scoping Study Report. Express wastewater quantity on an annual and monthly basis. Describe the wastewater disposal locations and the quantity discharged for each wastewater facility. Describe plans for expanded or new wastewater facilities, including projected costs.

- d. Water Reclamation and Reuse Opportunities
  - i. Following one meeting with each participating agency, summarize projects from Sections 3 and 5 of the Scoping Report into a format suitable to meet the requirements specified in WTR 11-01 listed below:
    - a) Description of uses for recycled water.
    - b) Description of the water market available to use recycled water to be produced.
    - c) Discussion of considerations that may prevent implementing water reuse program.
    - d) Identification of water and wastewater agencies that have jurisdiction in the potential service area or over the sources of reclaimed water.
    - e) Description of potential sources of water to be reclaimed, including stormwater and impaired surface and ground waters.
    - f) Description and location of source water facilities.
    - g) Description of current water reuse.
    - h) Summary of currently used water reclamation and reuse technologies, and opportunities for developing improved technologies.
- e. Analysis of Alternatives and Feasibility Study Report
  - i. Include the following data, as required by WTR 11-01 for the analysis and selection of alternatives, in the Feasibility Study Report.
    - a) Non-federal Funding Future Actions
      - i) Identify actions participating agencies might take if no federal funding is provided.
      - ii) Contact each participating agency to develop a program-wide description of local efforts in the absence of funding.
    - b) Program Objectives
      - i) Use the Program objectives and subobjectives from the Phase 2 Scoping Study as the basis for ranking objectives.
      - ii) Develop appropriate performance metrics for each subobjective. Use the performance metrics to evaluate how well an objective is being achieved, either quantitatively or qualitatively. Score the alternatives against the Program Objectives in quantitative or qualitative terms to provide insight to the participating agencies in selecting a proposed program.
    - c) Alternatives Considered
      - i) Based on the projects identified in Sections 3 and 5 of the Scoping Study, formulate three alternatives to meet the Program objectives. Perform a reconnaissance-level analysis on these alternatives, and apply the Program Objectives to support participating agencies' selection of the proposed program in Task 2.2.e.i.d) (Proposed Program Description). The following subtasks

will be conducted to develop information and costs of three alternative projects including the "no project" alternative:

- Alternative Formulation. The individual projects identified in Scoping Study were the potential means for accomplishing the objectives and subobjectives. Formulate the conceptual alternatives to meet objectives and to develop an equitable benefit to participating agencies.
- Layout of Alternatives. Develop project layouts of the pipeline routes and locations of the treatment, wells, storage, pumping facilities, and environmental projects using the available GIS database developed and used in Phase 1 studies and in the Phase 2 Scoping Study.
- Cost Estimates. Prepare estimated costs including, but not limited to, capital, annual operation maintenance, replacement, and life-cycle costs. Develop the estimates at a reconnaissance level. Identify the total project cost, life-cycle cost, and corresponding cost of the project water produced expressed in dollars per million gallons, or dollars per acre-foot.

d) Proposed Program Description

- i) Layout of Alternative. Develop project layouts of the pipeline routes and locations of the treatment, storage, well, environmental projects, and pumping facilities using the available GIS database used in Phase 1 and in the Phase 2 Scoping Studies. After proposed routes are defined, conduct a visual survey to review proposed right-of-way locations and to identify issues that might impact environmental constraints.
- ii) Geotechnical Review. Perform a geotechnical analysis that addresses existing geologic and geotechnical conditions, in a regional and project-specific context, for the proposed infrastructure. Focus the analysis on the proposed pipelines, treatment plants, pump stations, and storage facilities. Describe topography, stratigraphy, faulting, and seismicity. Evaluate site geologic features and existing conditions that could potentially pose engineering challenges or hazards for the proposed recycled water facilities and their operation including, but not limited to, ground shaking, fault rupture, liquefaction, settlement, lateral spreading, lurching and expansive soil. Identify hard bedrock, difficult excavation, and oversized material along pipeline alignments traversing hillside areas. Identify shallow groundwater at stream crossings and along the Bay margin project sites. Use information from the 2006/2008 Geologic Conditions and Geotechnical Constraints Technical Memorandum of the Phase 1 Feasibility Study, and expand the study geographically to include

the Petaluma service area and to focus on new project alignments. Summarize results in an appendix to the feasibility study.

- iii) Hydraulic Analysis. Evaluate the hydraulics of the proposed distribution system to determine the hydraulic grade line under anticipated peak demand month flows. Use modeling software to determine the pipeline sizes, pump station capacities and locations, system storage capacities and locations, and other facility improvements. Add previously developed data from GIS, including but not limited to, pipeline alignments, land use parcel information, and digital elevation model data collected during prior Program phases, to the system model. Develop land use nodes that aggregate local land uses (and their associated water use patterns and quantities) into specific nodes located along the pipeline routes. Determine land use node elevations by referencing the land use node locations to the U.S. Geological Survey digital elevation model. Model peak period flow data and seasonal influent flow variations to identify which existing and new storage basins might be filled or depleted to adequately serve customer demands. Summarize results in an appendix to the Feasibility Study.
- iv) Cost Estimates. Include capital, annual operation and maintenance, replacement, and life-cycle costs in the cost estimates. Develop estimates as required for feasibility studies in Reclamation Manual Directives and Standards, Cost Estimating (FAC 09-01). Derive pipeline lengths from the GIS database. Derive pipe diameters from the hydraulic analysis. Update Phase 1 cost estimating approaches to reflect the experience and insights gained during implementation of Phase 1 facilities. Summarize results in an appendix to the Feasibility Study.
- v) Discharge requirements. Identify a description of anticipated waste-stream discharge treatment and disposal water quality for the requirements for the proposed program.
- vi) Alternative Measures or Technologies. Identify and summarize alternative measures or technologies available for water supply options (water reclamation, stormwater, and groundwater), distribution, and use for the proposed program.
- e) Economic Analysis
  - i) Prepare a life-cycle cost analysis to determine the most cost-effective of the three alternatives that calculates annual capital costs of implementing alternatives over a 50-year period of analysis using the current real discount rate and adding annual operations and maintenance costs.

- ii) Prepare an economic analysis to evaluate the economic benefits of the proposed alternative relative to the No Action Alternative using other water supply options. Calculate water supply benefits of the proposed alternative using the avoided costs from the non-recycled water alternative most likely to be implemented in the absence of the project. Discuss environmental and other indirect benefits qualitatively.
  - iii) Prepare a non-quantifiable benefits analysis that documents and describe qualitatively as complete as possible the difficult-to-quantify benefits, such as drought tolerant water supply, reduced water importation, and other social or environmental benefits. Incorporate these qualitative benefits as part of the justification for a Title XVI project in conjunction with the comparison of project costs.
- f) Extended Seasonal Storage Analysis
  - i) Operations Studies
    - Conduct operations studies of supply and demand information provided by Authority members to determine storage volume requirements with varying distributions systems and levels of demands served.
    - Identify the design flow rates for conveyance of recycled water to the storage facility.
    - Identify the volume of storage to be evaluated for each of the 16 reservoir configurations.
    - Address both current summer storage options and future winter storage options at Petaluma and Napa Sanitation District.
    - Estimate wet year water demands address summer storage requirements to prevent discharge during May through October for Petaluma.
  - ii) Layouts
    - Develop 16 reservoir layouts based on Google Earth and available USGS or other available elevation data.
    - Provide a conceptual schematic layout with the reservoir footprint shown on an aerial photograph of the site.
    - Identify anticipated appurtenant facilities at the site and conveyance facility requirements (pump stations and pipelines) in the vicinity of each reservoir.
  - iii) Identification of Available Geotechnical Data
    - Review available geotechnical data for known issues such as faults, locations, high groundwater, and soils data. Available data includes the *Geologic Conditions and Geotechnical Constraints Technical Memorandum* of the North San Pablo

Bay Restoration and Reuse Project 2008 including the following maps:

- Geotechnical Constraint Map
- Project Geology Map
- Review currently available applicable site specific geological studies.

iv) Preliminary Environmental Assessment

- Provide an overview of anticipated potential environmental effects from the proposed storage sites. Address the following topics at a reconnaissance level to identify issues that might impact project implementation:
  - Potentially significant impacts
  - Potentially significant environmental effects
  - Status of required environmental compliance measures
  - Potential effects on historic properties
- Review preliminary reservoir footprints to identify potential fatal flaws or areas to be avoided, if possible.

v) Estimate of Feasibility Level Costs

- Develop estimate capital costs as required for feasibility studies in Reclamation Manual Directives and Standards, Cost Estimating (FAC 09-01).

vi) Other Key Decision Information

- Discuss and summarize key issues from meetings with Authority members that affect the Authority member's decisions. Information to be provided by the Member Agencies could include the following:
  - Value of the land site: loss of revenues if land were to be used for purposes other than storage.
  - Ownership of the land: Authority member-owned versus estimated current cost to purchase.
  - Institutional issues: such as coordination with other agencies and status of existing leases.
  - Capacity versus cost preferences: based on the results of Task 2.2e.i.f)v) (Estimate of Feasibility Level Costs), each Authority member will indicate an upper or lower limit on the size of reservoir they would be willing to construct under different funding scenarios (i.e., Title XVI or other funding mechanisms).
  - End-user needs: where water is going and how it compliments existing infrastructure
  - Operational constraints: associated with delivering water to specific end-users
  - Authority member specific information and input will be provided, if available:



- Napa Sanitation District will provide available information, including cost estimates, for the options to raise the pond levees by 3 and 5 feet.
- City of Petaluma will provide any geotechnical or regulatory information or analysis that has been performed or considered related to raising the oxidation pond levees.
- Novato Sanitary District will provide available information regarding the storage sites
- Sonoma Valley County Sanitation District will provide information about the existing R3 reservoir, desired increase in capacity and available parcels for expansion.
- Sonoma Valley County Sanitation District will provide information about the concept for development of a new storage on the Manzoni property including desired capacity, available parcels for expansion, and the concept for a potential public-private-partnership.

vii) Evaluation of Options

- For each Authority member, create a summary matrix highlighting the costs, environmental issues, and other issues key decision issues, for each storage option.
- Conduct one conference call or meeting with each Authority member to discuss the matrix.
- Discuss Authority member options and alternative approaches to addressing storage needs.
- Storage options selected by the Member Agency may be a single storage site or multiple storage sites with one site to be included in the Title XVI program and other sites to be constructed later under alternative funding.
- Incorporate items from discussion, findings, and recommendations in a summary of all meetings.

viii) Storage Project Fact Sheets

- Produce a fact sheet for each option that includes the map, layout on aerial photo base, summary of operations studies, table of assumptions, identified environmental issues, identified geotechnical concerns, limitations, and costs.
- Present up to 16 draft fact sheets at the TAC meeting for discussion and comment.
- Provide revised fact sheets to each Authority Memo for use in their decision making.
- Integrate information into the Feasibility Study Report.

g) Proposed Program Selection

- i) Following Task 2.2e.i.c) (Alternatives Considered), evaluate, compare, and score the two alternatives and "no project" alternative, against the Program objectives, subobjectives, and performance metrics. Incorporate the activities of Task 2.2e.i.e) (Economic Analysis) to provide scoring under the "Cost-Effectiveness" subobjective. Summarize the preliminary scoring for review and comment by the TAC. During a workshop, provide insight and receive comment and direction that will guide selection of the proposed program. Use the scoring for objectives, subobjectives and metrics of success to give the participating agencies' Board and TAC insights to reach decisions and select a preferred program.
- h) Environmental Considerations and Potential Effects
  - i) Provide an overview of anticipated potential environmental effects from the Proposed Program. Discuss anticipated regulatory requirements and compliance measures. Focus analysis on the selected program. Address the following topics required by WTR 11-01 at a reconnaissance level:
    - Potentially significant impacts
    - Potentially significant environmental effects
    - Status of required environmental compliance measures
    - Measures necessary to comply with NEPA and other laws
    - Water supply and water quality
    - Public involvement
    - Potential effects on historic properties
  - i) Legal and Institutional Requirements
    - i) Describe the Program's institutional framework, interactions with other agencies, legal requirements, effects on the environment, study area economy, and water rights. Specific topics to be addressed include:
      - Water rights issues
      - Legal and institutional issues
      - Multi-jurisdictional or interagency agreements
      - Permitting procedures
      - Current and projected wastewater discharge requirements
      - Rights to wastewater
  - j) Financial Capability of Sponsor
    - i) Describe the financial status of the participating agencies and potential ways the participating agencies may fund and repay their respective share of costs. Provide sufficient information for Reclamation to determine that the participating agencies are likely to demonstrate financial capability if the project moves to construction. Address the following information:

- Proposed schedule for project implementation
  - Willingness of the non-federal project sponsor to pay for its share of capital costs and the full operation, maintenance, and replacement costs
  - A plan for funding the proposed water reclamation and reuse project's construction, operation, maintenance and replacement costs, including an analysis of how the non-federal project sponsor will pay construction and annual operation, maintenance and replacement costs
  - Description of all federal and non-federal sources of funding and any restrictions on such sources
- k) Research Needs
- i) Develop and summarize potential research needs identified during the Phase 2 study.
- f. Feasibility Study Report:
- i. Contents: Prepare a report of study results that includes the following:
    - a) Table of Contents
    - b) Sections as required by WTR 11-01 including:
      - i) Introductory Information
      - ii) Statement of Problems and Needs
      - iii) Water Reclamation and Reuse Opportunities
      - iv) Description of Alternatives
      - v) Economic Analysis
      - vi) Selection of the Proposed Title XVI Project
      - vii) Environmental Considerations and Potential Effects
      - viii) Legal and Institutional Requirements
      - ix) Financial Capability of Sponsor
      - x) Research Needs
    - c) Appendices
      - i) Hydraulic Studies
      - ii) Geologic Conditions and Geotechnical Constraints
      - iii) Basis for Feasibility Construction Cost Estimate
    - d) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
    - e) A map of Phase 2 Project Boundary illustrating participating agencies
    - f) Other information to support the study
  - ii. First Draft: Prepare each section of the study in draft form and submit to participating agencies for review and approval in accordance with the dates listed for this task. Each participating agency will return 1 copy of each draft study section to Consultant with comments in writing.
  - iii. Second Draft: If any participating agency requests revisions, revise the appropriate draft study section and resubmit an electronic copy of the study sections to each participating agency for approval.

- iv. Final: Following the participating agencies' approval and prior to the participating agencies' acceptance of work under this Agreement, submit one final Feasibility Study Report, complete with all sections and appendices, to each participating agency.
- g. FY 2018/2019
  - i. Maintain and update project technical files
  - ii. Maintain technical information on the SharePoint site
  - iii. Update project descriptions and costs as agencies revise project packaging as requested by agencies
  - iv. Provide support and responses to technical issues associated with environmental review, permitting, and funding
- h. Task 2 Deliverables

| Deliverable  | Due Date          |
|--|-------------------|
| Feasibility Study Report sections  | To be determined. |
| Draft of complete Feasibility Study Report, including appendices               | To be determined. |
| Final Feasibility Study Report, including appendices to participating agencies | To be determined. |
| FY 18/19 Technical Support   | To be determined  |

### 2.3. Task 3: Environmental Evaluation

- a. Environmental Constraints Analysis
  - i. Review how the proposed alternatives will affect water supply and water quality from a regional perspective, summarize public involvement, and include review of potential effects to historical properties. Summarize major environmental issues for the individual alternatives and help identify recommend alternatives to be carried over to design and project environmental review.
  - ii. Confirm that a Supplemental EIR/EIS is the appropriate environmental compliance document under CEQA and NEPA based on the findings of Task 2 (Title XVI Feasibility Study) and Task 3a. (Environmental Constraints Analysis).
- b. Environmental Compliance - NEPA/CEQA
  - i. Notice of Intent/Preparation and Scoping:
    - a) Prepare and release a combined Notice of Intent (NOI) and Notice of Preparation (NOP) to describe the proposed project and request public comments.
    - b) Send the NOI/NOP to regulatory agencies, landowners and interested parties, and post in the Federal Register.

- c) Conduct three public scoping meetings based on project geography to provide an opportunity for input into the scope of the environmental analysis and alternatives to be examined.
- d) When the public review process is complete, prepare a scoping report that summarizes the comments received and identifies key issues for analysis.
  - i) First Draft: Prepare scoping report in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.
  - ii) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.
  - iii) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement, submit the final approved scoping report to participating agencies.
- ii. Administrative Draft 1 Supplemental EIS/EIR: Prepare an Administrative Draft 1 Supplemental EIS/EIR that includes these sections:
  - a) Introduction and Project Description:
    - i) Develop introduction and project description sections that meet the legal requirements of CEQA/NEPA, provide the context of the Phase 2 Program, provide the appropriate level of detail for the Supplemental EIR/EIS, establish the foundation for the impact analysis in the Supplemental EIR/EIS, and rely on project descriptions provided by the feasibility study.
    - ii) Include project need and purpose statements, Program objectives, and a description of the proposed components that will be analyzed at a project and Program level.
    - iii) Establish NEPA and CEQA lead agencies, and describe each component/type of improvement in sufficient detail to determine the nature and scale of environmental impacts associated with the components
    - iv) Include a description of long-term operations associated with the project and project components, and identify discretionary approvals needed for the proposed projects and the agencies that would be expected to use the EIR to support issuance of those approvals.
  - b) Geology and Soils:
    - i) Summarize regional reports on geologic conditions within the service area.
    - ii) Conduct site visits.
    - iii) Identify special problems, such as potential liquefaction and shrink/swell, and describe proposed grading and methods to handle differential settlement.
    - iv) Describe erosion hazards, setting, and regulatory framework.

- v) Identify potential geotechnical impacts and level of significance.
- vi) Recommend mitigation measures to reduce impacts.
- c) Surface Water Resources:
  - i) Conduct an analysis to identify impacts to surface waters associated with constructing individual facilities and identify flood hazard zones using FEMA maps, describing the extent and general character of hydrological conditions in the local watershed, assessing existing runoff conditions and character of surface water features, evaluating the impact of facility construction and grading on surface runoff and changes in drainage patterns, discussing the effectiveness of any existing site drainage plan, discussing the quality of current and potential stormwater runoff, and identifying mitigation measures for stormwater quality protection for incorporation into the Storm Water Pollution Prevention Plan (SWPPP).
- d) Groundwater Resources:
  - i) Review USGS, General Plan and other available data on groundwater conditions within groundwater basins within the project service area, and summarize the current condition of groundwater basins in terms of overdraft conditions and water quality issues.
  - ii) Characterize pumpage for municipal and agricultural uses.
  - iii) Examine impacts to groundwater levels and secondary effects to groundwater quality associated with regional reuse.
  - iv) Identify existing ground water management programs in development.
  - v) Identify additional management strategies, as appropriate.
- e) Water Quality:
  - i) Summarize the relevant regulatory framework.
  - ii) Describe ambient water quality of the receiving waters
  - iii) Describe the effects of reduced discharge at individual outfall locations relative to biologic conditions in the vicinity of individual outfalls.
  - iv) Identify issues related to shallow water seasonal discharges.
  - v) Summarize load estimates for pollutants of concern.
  - vi) Assess the extent of salinity changes and potential to permanently affect habitat conditions at receiving water locations.
  - vii) Determine potential impacts and level of significance.
  - viii) Identify mitigation measures, if possible, to reduce impacts.
- f) Biological Resources:
  - i) Based on a data search of special status plants and wildlife that may occur in the service area, conduct an analysis to identify which special-status species have the potential to occur on site and are likely to be impacted.

- ii) Present the regulatory environment for biological resources, including federal, state, and local ordinances.
- iii) Identify scope and intensity of temporary and permanent impacts to habitats and special-status species, including indirect causes such as modified salinity.
- iv) Identify thresholds for significance and determine if potential impacts meet the significance levels.
- v) Identify mitigation measures based on regulatory guidelines and policies.
- g) Fisheries:
  - i) Review species composition, seasonal patterns, life stages, and habitat functions that could be affected by facility construction and changes in effluent discharge volumes.
  - ii) Identify, as appropriate, potential impacts to abundance and variability in geographic distribution of aquatic species and occurrence of species protected under state and federal Endangered Species Acts and species of special concern.
  - iii) Evaluate potential impacts of proposed project operations and construction, including suspended sediments, changes in current flows, changes in water quality with respect to salinity, dissolved oxygen and potential exposure to contaminants.
  - iv) Identify mitigation measures based on regulatory guidelines and policies.
- h) Land Use:
  - i) Discuss existing land uses in the study area; applicable plans, policies and objectives of local, regional and state public agencies having jurisdiction over the project; project consistency with plans, policies and CEQA guidelines; compatibility with surrounding uses; facility impacts to prime agricultural lands or lands of statewide importance; potential project and cumulative significance of permanent conversion of agricultural lands; the project's long-term contribution to agricultural preservation by improving supply reliability; and measures to mitigate identified impacts.
- i) Cultural Resources:
  - i) Summarize contact with the Northwest Information Center of the California Historical Resources Information System at Sonoma State University regarding a records search of proposed facilities.
  - ii) Incorporate findings of the site reconnaissance; describe the regulatory framework, cultural setting and known resources; determine potential impacts and level of significance; and identify mitigation measures as appropriate.
- j) Noise:
  - i) Describe the existing noise environment.



- ii) Discuss relevant noise policies, regulations, and standards, and noise levels likely to be generated during construction activities and the potential for construction to adversely affect adjacent land uses or violate noise control ordinances.
- iii) Describe typical noise generated by the project and potential for noise to adversely affect adjacent uses and compare to consistency with noise compatibility guidelines.
- iv) Identify practical, feasible noise impact mitigation measures.
- k) Air Quality:
  - i) Perform an analysis of the study area, which is within the San Francisco Bay Area Basin, which is in “nonattainment” status for state standards for ozone and particulate matter.
  - ii) Focus on the temporary effects of construction traffic.
  - iii) Describe federal, state, and local regulatory agencies and the Bay Area Air Quality Management District’s (BAAQMD)’s CEQA guidelines.
  - iv) Discuss current air quality in the project area and emissions likely to be generated during construction.
  - v) Evaluate potential for construction dust to cause local violations of particulate standards.
  - vi) Discuss types of emission related to vehicle traffic.
  - vii) Review conformity with federal air standards and greenhouse gas emissions.
  - viii) Identify practical, feasible mitigation measures for air quality impacts identified for the project.
- l) Traffic:
  - i) Review and summarize available city, county, and state traffic information for local roads, highways, and freeways.
  - ii) Describe the circulation setting.
  - iii) Identify bicycle, pedestrian, and transit corridors.
  - iv) Determine level of service and significance criteria for study area roadways and intersections.
  - v) Determine project trip generation, distribution, and assignment.
  - vi) Perform roadway and intersection analysis.
  - vii) Determine temporary daily construction impacts during weekday AM and PM peak hour.
  - viii) Evaluate effects on pedestrian, bicycle, and transit facilities.
  - ix) Discuss site circulation and access.
  - x) Identify mitigation measures prioritized in terms of safety and level of service.
- m) Hazardous Materials:
  - i) Summarize applicable federal, state, and local hazardous waste regulations.

- ii) Review and summarize available databases to identify known areas of hazardous material contamination that could affect proposed facilities.
- iii) Review available soil testing reports at existing facilities.
- iv) Identify and discuss known contamination of soil and groundwater.
- v) Discuss and evaluate impacts on general public health and safety and potential exposure to workers and waste disposal handlers.
- vi) Prepare setting.
- vii) Determine impacts, level of significance, and mitigation measures to reduce potential health and safety impacts to less-than-significant levels.
- n) Aesthetics:
  - i) Describe important elements of the visual quality in the regional and local area surrounding the project site and the site itself, including any publicly accessible scenic vistas.
  - ii) Qualitatively discuss the visual impacts of the project.
  - iii) Identify potential sources of intrusive glare and night lighting.
  - iv) Identify mitigation measures that would reduce any significant visual impacts of the proposed project.
- o) Socioeconomic Impacts:
  - i) Review socioeconomic data within the project area and identify potential socioeconomic impacts related to project implementation, including potential impacts to recycled water users, vineyard operations, agricultural workers, and construction workers.
- p) Economic Justice:
  - i) Review census tract data regarding per capita income within areas of the proposed project.
  - ii) Review whether project implementation would disproportionately affect disadvantaged areas or communities.
- q) Growth Inducement:
  - i) Incorporate the analysis conducted in the Phase 1 EIR by reference
  - ii) Update additional geographic areas not previously included, such as the City of Petaluma.
  - iii) Update any changes to General Plan or ABAG projections, agricultural trends, and incorporate any relevant updated General Plan EIRs and associated findings.
  - iv) Discuss the potential for regional reuse to contribute to regional growth beyond the adopted General Plans, or to change anticipated agricultural land use patterns or practices.
- r) Alternatives:

- i) Review a range of Alternatives to meet both CEQA and NEPA requirements, including:
  - Alternatives to the Project. Include review of alternatives to meeting long-term water demands within the region through reuse including, but are not limited to, increased reliance on surface water supplies, such as the Russian River, Napa River and imported water supplies; increased reliance on groundwater supplies; and implementation of pilot or regional desalination.
  - Alternatives of the Project. Include a review of up to three alternatives identified in the Feasibility Study. Summarize analysis provided in the EIR/EIS for each of these alternatives and review their ability to meet the project objectives, including their ability to reduce or minimize environmental impacts.
- iii. Administrative Draft 2 Supplemental EIS/EIR:
  - a) First Draft: Following review of the Administrative Draft 1 Supplemental EIS/EIR by Reclamation and participating agencies, prepare an Administrative Draft 2 Supplemental EIS/EIR and submit to participating agencies and Reclamation for review and approval in accordance with the dates listed for this task. Facilitate review and comment through a series of individual meeting with the participating agencies and Reclamation, as appropriate.
  - b) Second Draft: If any participating agency, or Reclamation, requests revisions, revise and resubmit to all participating agencies and Reclamation for approval.
  - c) Final Draft: Following participating agencies' and Reclamation's approval, and prior to acceptance of work under this Agreement, prepare a screencheck draft for final review and approval by Sonoma Water's Project Manager before preparing the Public Draft Supplemental EIR/EIS.
- iv. Public Draft Supplemental EIS/EIR:
  - a) Following review by Reclamation and participating agencies, prepare a Public Draft Supplemental EIS/EIR for circulation.
  - b) Prepare a list of regulatory agencies, landowners, and interested parties, and distribute Notice of Availability and Notice of Completion to said regulatory agencies, landowners, and interested parties.
  - c) Send Notice of Availability to property owners adjacent to proposed facilities using participating agency-provided addresses that Public Draft Supplemental EIS/EIR is available for review. Include the web address for download of the document and instructions for obtaining a hard copy in the Notice of Availability.
  - d) Print up to 50 hard copy documents (and up to 50 CDs) for distribution to participating agencies, as requested.

- e) In coordination with Reclamation, file the Notice of Availability in the Federal Register.
- v. Public Meetings:
  - a) Coordinate with the Authority Program Manager and Sonoma Water's Project Manager to schedule three public meetings, one within each County, to receive public comments.
  - b) Prepare one draft and one final PowerPoint presentations for the public meetings that summarize the proposed project and identify impacts and mitigation measures.
- vi. Final Supplemental EIS/EIR:
  - a) No more than 300 hours shall be expended on this subtask 2.3.b.vi.
  - b) Prepare written responses to comments received and corresponding revisions to the text of the Public Draft Supplemental EIR/EIS.
  - c) After responding to one round of comments, prepare a screencheck draft EIR/EIS.
  - d) After addressing remaining comments, circulate the Final EIR/EIS and file with the Federal Register, in coordination with Reclamation.
- vii. Certification Materials:
  - a) Following completion of the Final Supplemental EIR/EIS, in coordination with Sonoma Water's Project Manager, prepare a single set of certification materials to support participating agencies' approvals.
  - b) Include Project Description, Findings of Fact, Statement of Overriding Consideration, and Mitigation Monitoring and Reporting Program.
  - c) Attend certification hearings for each participating agency.
- viii. Permitting and Regulatory Process:
  - a) No more than 625 hours shall be expended on this subtask 2.3.b.viii.
  - b) Prepare documents (Biological Assessment and Cultural Resources Report) to support Reclamation's consultation with United States Fish and Wildlife Service (USFWS) and the State Historical Preservation Office (SHPO) to meet Section 7 of the Endangered Species Act and Section 106 of the National Historical Preservation Act requirements.
  - c) Prepare a draft and final Biological Assessment to support Reclamation's consultation with USFWS and National Marine Fisheries Service under Section 7 of the Endangered Species Act.
    - i) First Draft: Prepare the Biological Assessment in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.
    - ii) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.
    - iii) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement,

- submit the final approved Biological Assessment to participating agencies.
- d) Establish the Area of Potential Effect (APE) for proposed facilities and prepare a Cultural Resources Survey Report to support Reclamation's consultation with SHPO under Section 106 of the National Historical Preservation Act.
  - i) First Draft: Prepare the Cultural Resources Survey Report in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.
  - ii) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.
  - iii) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement, submit the final approved Cultural Resources Survey Report to participating agencies.
- ix. Record of Decision:
  - a) Following completion of the Final EIR/EIS and federal consultations, prepare draft and final Record of Decision for Reclamation's review and processing.
    - i) First Draft: Prepare the Record of Decision in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.
    - ii) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.
    - iii) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement, submit the final approved Record of Decision to participating agencies.
- c. Revise the EIR/EIS and Permitting to Address New Criteria
  - i. Complete a full EIR/EIS rather than a supplemental EIR/EIS
  - ii. Comply with new Interior Order 3355 regarding page restrictions
  - iii. Expanded Reclamation review and tracking requirements
  - iv. 508 Document formatting
- d. Optional Sub-Task 3.d.: Do not proceed with this subtask unless requested in writing by Sonoma Water's Project Manager.
  - i. Review approach with Reclamation to determine acceptability to Reclamation, timing/process including review as to whether an EA/FONSI could be used to expedite schedule.
  - ii. Revise NEPA document comply with SOI 3355 Requirements.
  - iii. Coordinate filing of NOI in Federal Register

- iv. Coordinate filing of NOA in Federal Register and Circulate Draft NEPA Document
- v. Respond to Comments/Final NEPA Document
- vi. Prepare Draft and Final Record of Decision for Reclamation's review and processing.
  - a) First Draft: Prepare the Record of Decision in draft form and submit to the participating agencies for review and approval in accordance with the dates listed for this task.
  - b) Second Draft: If any participating agency request revisions, revise and resubmit to all participating agencies for approval.
  - c) Final: Following participating agencies' approval and prior to participating agencies' acceptance of work under this Agreement, submit the final approved Record of Decision to participating agencies.

d.e. Task 3 Deliverables

| Deliverable   | Due Date                 |
|---|--------------------------|
| Notice of Intent and Notice of Preparation  | To be determined.        |
| Draft Scoping Report  | To be determined.        |
| Final Scoping Report  | To be determined.        |
| Administrative Draft 1 EIR/EIS  | To be determined.        |
| Administrative Draft 2 EIR/EIS  | To be determined.        |
| Public Draft EIR/EIS  | To be determined.        |
| Public Meetings: PowerPoint Presentation  | To be determined.        |
| Final EIR/EIS   | To be determined.        |
| Draft Certification Materials   | To be determined.        |
| Final Certification Materials   | To be determined.        |
| Documents for Reclamation consultation on Section 7 of the Endangered Species Act and Section 106 of the National Historical Preservation Act | To be determined.        |
| Draft Biological Assessment   | To be determined.        |
| Final Biological Assessment   | To be determined.        |
| Draft Cultural Resources Survey Report  | To be determined.        |
| Final Cultural Resources Survey Report  | To be determined.        |
| Draft Record of Decision  | To be determined.        |
| <u>Final Record of Decision</u>   | <u>To be determined.</u> |

2.4. Task 4: Financial Capabilities Determination

- a. After the Feasibility Study and Record of Decision are complete, prepare a Financial Capabilities Report.
- b. Update and expand upon information provided in the Feasibility Report.
  - i. Update participating agencies 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.

- ii. Update Project cost allocation to reflect the current cost estimate, which defines the federal and non-federal shares for each of the participating agencies.
- iii. Collect information on the non-federal financing plan and status from each participating agency, and extending to local water supply agencies if they are participating in Project financing. Include details and documentation both for funding of the non-federal share of construction (e.g., loans, grants, bonds) and for any required annual debt service and annual Project operations costs (e.g., user fees and tax assessments) in the plans.
- iv. Coordinate with Reclamation and meet with Reclamation staff, if needed, to better understand review requirements.
- v. Financial Capability Report:
  - a) Submit a draft Financial Capability Report to participating agencies for their review.
  - b) If requested, schedule meetings with participating agencies to discuss comments.
  - c) After making revisions based on participating agencies' review, submit the Financial Capability Report to Reclamation.
  - d) Prepare responses to Reclamation questions and comments, and revise the Financial Capability Report as necessary.

c. Task 4 Deliverables

| Deliverable                       | Due Date          |
|-----------------------------------|-------------------|
| Draft Financial Capability Report | To be determined. |
| Final Financial Capability Report | To be determined. |

2.5. Task 5: Phase 2 Funding Sources Identification, and Grant Funding Application Preparation and Administration

- a. Study Grant Funding Application Preparation and Administration
  - i. Prepare two Phase 2 WaterSMART Annual Study Grant Applications (grant applications) to address the requirements of the study grant programs as specified in Reclamation's guidance documents.
  - ii. Prepare one draft of each grant application and send to the participating agencies and Sonoma Water for review and comment. Revise each grant application to incorporate comments. Respond to questions and comments provided by Reclamation staff.
  - iii. Coordinate grant administration and reporting with Sonoma Water.
  - iv. Prepare Phase 2 WaterSMART Bi-Annual Reports for the duration of this Agreement.

- a) First Draft: Prepare each Bi-Annual Report in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this task. Sonoma Water will return 1 copy of each draft Bi-Annual Report to Consultant with comments or approval in writing.
  - b) Second Draft: If Sonoma Water requests revisions, revise and resubmit one copy of the revised Bi-Annual Report(s) for Sonoma Water approval.
  - c) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit each final approved Bi-Annual Report to Sonoma Water in accordance with the date listed for this task.
- b. Implementation Grant Funding Application Preparation and Administration
  - i. First Draft: Prepare three Phase 2 WaterSMART Implementation Grant Applications to address the requirements of the grant programs as specified in Reclamation's guidance documents in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this task. Sonoma Water will return 1 copy of each draft to Consultant with comments or approval in writing.
    - a) Second Draft: If Sonoma Water requests revisions, revise and resubmit one copy of each application for Sonoma Water approval.
    - b) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit each final approved application to Sonoma Water in accordance with the date listed for this task.
  - ii. Coordinate grant administration and reporting with Sonoma Water.
  - iii. Provide input to Sonoma Water for its preparation of Phase 2 WaterSMART Bi-Annual Reports for the duration of this Agreement.
- c. Task 5 Deliverables

| Deliverable                                 | Due Date          |
|---|-------------------|
| Phase 2 Draft Grant Applications            | To be determined. |
| Phase 2 Final Grant Applications            | To be determined. |
| Phase 2 Draft WaterSMART Bi-Annual Reports  | To be determined. |
| Phase 2 Final WaterSMART Bi-Annual Reports  | To be determined. |
| Phase 2 Draft WaterSMART Grant Applications | To be determined. |
| Phase 2 Final WaterSMART Grant Applications | To be determined. |

## 2.6. Task 6: Authority Phase 1 Services

- a. Program Support and Coordination
  - i. Maintain Phase 1 Project schedule, track funding, and provide updates to TAC based on information provided by the Authority members for their projects.



- ii. Track funding and provide quarterly Phase 1 update that includes project schedule and funding received to date.
  - iii. Assist Sonoma Water in responding to information requests for data not requiring additional calculations, such as project schedules, project photos, and volumes of water recycled.
  - iv. Attend regular meetings or conference calls with Sonoma Water and other Authority members and review related documents, as necessary, from Authority's consultants to provide consistency with other elements of the Program.
- b. State Grant Support
  - i. Provide as-needed support to address technical and process questions from state funding agencies; prepare technical summaries for briefing documents needed; and revise, reformat, or adjust project description and budget information to meet data requests for Authority Program activities.
  - ii. Attend meetings or conference calls with Sonoma Water and Authority members' staff, and state funding agency staff as requested by Sonoma Water's Project Manager.
  - iii. Coordinate with the grant/funding application process of Sonoma Water staff, Authority members, and other consultants, including participating in conference calls or meetings with Sonoma Water and state funding agency staff.
  - iv. Gather and compile information from Authority member agencies to complete the funding applications and submit to Sonoma Water for review.
- c. Federal Grant Support
  - i. Based on information provided by the affected participating agencies, prepare two Phase 1 Construction grant applications to address the requirements of the Construction grant programs as specified in Reclamation's guidance documents that include, but are not limited to, required items in the Construction grant applications including the assurances, technical proposal, permits and approvals, funding plan, letters of commitment, resolution, and project budget.
    - a) Submit grant applications to the participating Authority member agencies and Sonoma Water's Administrative Contact for review and comment in accordance with the date listed for this task.
    - b) Provide one revision of each grant application to incorporate comments and resubmit one copy of each revised grant application for Sonoma Water approval.
    - c) Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit each final

approved grant application to Sonoma Water in accordance with the date listed for this task.

d) Respond to questions and comments provided by Reclamation staff.

d. Task 6 Deliverables

| Deliverable                 | Due Date          |
|-----------------------------|-------------------|
| Phase 1 updates             | To be determined. |
| Draft state applications    | To be determined. |
| Final state applications    | To be determined. |
| Draft federal applications) | To be determined. |
| Final federal applications  | To be determined. |

2.7 Optional Task 7: Additional Services

a. Do not proceed with this task unless requested in writing by Sonoma Water's Project Manager.

b. Perform additional services as requested by Sonoma Water. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.

c. Task 7 Deliverables

| Deliverable      | Due Date         |
|------------------|------------------|
| To be determined | To be determined |

## Exhibit B

### Schedule of Costs

| PERSONNEL  |  |  |             |
|--|--|--|-------------|
| Engineering  | Technical/Scientific   | Administrative   | Hourly Rate |
|  |  | Office/Support Services I  | \$62        |
| Drafter Trainee  | Field Service Technician I   | Word Processor I<br>Office/Support Services II   | \$79        |
| Assistant Drafter  | Field Service Technician II  | Word Processor II<br>Office/Support Services III   | \$86        |
| Drafter<br>Engineering Aide<br>Inspection Aide   | Field Service Technician III   | Accountant I<br>Word Processor III<br>Office/Support Services IV                                 | \$101       |
| Engineer I<br>Senior Drafter<br>Senior Illustrator<br>Inspector I                                  | Geologist/Hydrogeologist I<br>Scientist I<br>Senior Field Service Technician<br>Project Analyst II | Accountant II<br>Word Processor IV   | \$121       |
| Engineer II<br>Inspector II<br>Lead Drafter<br>Lead Illustrator                                    | Geologist/Hydrogeologist II<br>Scientist II  | Accountant III<br>Area Business Operations Mgr<br>Technical Writer<br>Word Processing Supervisor | \$141       |
| Engineer III<br>Inspector III<br>Senior Designer<br>Supervising Drafter<br>Supervising Illustrator | Geologist/Hydrogeologist III<br>Scientist III<br>Project Analyst III                               | Accountant IV<br>Administrative Manager  | \$166       |
| Senior Engineer<br>Principal Designer<br>Senior Construction Engineer<br>Senior Engineer           | Senior<br>Geologist/Hydrogeologist<br>Senior Scientist   | Senior Technical Writer  | \$188       |
| Principal Engineer<br>Principal Construction Engineer<br>Supervising Designer                      | Principal<br>Geologist/Hydrogeologist<br>Principal Scientist                                       | Corp. Contract Administrator   | \$213       |
| Supervising Engineer<br>Supervising Constr. Engineer<br>Supervising Engineer                       | Supervising Scientist<br>Supervising<br>Geologist/Hydrogeologist                                   | Assistant Controller   | \$227       |
| Managing Engineer  | Managing<br>Geologist/Hydrogeologist<br>Managing Scientist   | Area Bus Ops Mgr IV  | \$243       |
| Chief Engineer<br>Executive Engineer   | Chief Scientist<br>Chief Geologist/Hydrogeologist  | Corp Marketing Comm. Mgr.  | \$267       |
| Vice President   |  |  | \$258       |
| Vice President/Project Manager   |  |  | \$288       |
| Senior Vice President  |  |  | \$323       |
| President/Executive Vice<br>President  |  |  | \$323       |

| EXPENSES   |  |
|--|--|
| Item   | Cost   |
| Subconsultant  | 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 not to exceed \$265 per night                |
| Airfare (coach class)                                | At cost not to exceed \$440 per round trip           |
| Meals  | At cost not to exceed \$90 per day, alcohol excluded |
| *Travel Expenses to be pre-approved by Sonoma Water. |  |

## Exhibit C

### Allocation of Costs

| Phase 1               | Total Budget          | LGVSD               | NSD                  | Novato               | SVCSD                | SCWA                 | NMWD                | Napa               | Petaluma             | MMWD                 | AC                   |
|-----------------------|-----------------------|---------------------|----------------------|----------------------|----------------------|----------------------|---------------------|--------------------|----------------------|----------------------|----------------------|
| FY 2014 - 2015        | \$ 72,628.00          | \$ 7,444.37         | \$ 25,165.60         | \$ 6,732.62          | \$ 12,579.17         | \$ 2,592.82          | \$ 15,520.60        | \$ 2,592.82        | \$ -                 | \$ -                 | \$ -                 |
| FY 2015 - 2016        | \$ 77,998.00          | \$ 7,994.80         | \$ 27,026.31         | \$ 7,230.41          | \$ 13,509.25         | \$ 2,784.53          | \$ 16,668.17        | \$ 2,784.53        | \$ -                 | \$ -                 | \$ -                 |
| FY 2016 - 2017        | \$ 46,993.00          | \$ 4,816.78         | \$ 16,283.07         | \$ 4,356.25          | \$ 8,139.20          | \$ 1,677.65          | \$ 10,042.40        | \$ 1,677.65        | \$ -                 | \$ -                 | \$ -                 |
| FY 2017 - 2018        | \$ -                  | \$ -                | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                | \$ -               | \$ -                 | \$ -                 | \$ -                 |
| FY 2018 - 2019        | \$ -                  | \$ -                | \$ -                 | \$ -                 | \$ -                 | \$ -                 | \$ -                | \$ -               | \$ -                 | \$ -                 | \$ -                 |
| <b>5 - Year Total</b> | <b>\$ 197,619.00</b>  | <b>\$ 20,255.95</b> | <b>\$ 68,474.98</b>  | <b>\$ 18,319.28</b>  | <b>\$ 34,227.62</b>  | <b>\$ 7,055.00</b>   | <b>\$ 42,231.17</b> | <b>\$ 7,055.00</b> | <b>\$ -</b>          | <b>\$ -</b>          | <b>\$ -</b>          |
|                       |                       |                     |                      |                      |                      |                      |                     |                    |                      |                      |                      |
| Phase 2               | Total Budget          | LGVSD               | NSD                  | Novato               | SVCSD                | SCWA                 | NMWD                | Napa               | Petaluma             | MMWD                 | AC                   |
| FY 2014 - 2015        | \$ 823,335.00         | \$ -                | \$ 162,390.20        | \$ 135,369.81        | \$ 86,967.76         | \$ 88,849.79         | \$ -                | \$ -               | \$ 218,387.91        | \$ 49,093.21         | \$ 82,276.32         |
| FY 2015 - 2016        | \$ 931,636.00         | \$ -                | \$ 183,750.91        | \$ 153,176.28        | \$ 98,407.45         | \$ 100,537.04        | \$ -                | \$ -               | \$ 247,114.52        | \$ 55,550.90         | \$ 93,098.90         |
| FY 2016 - 2017        | \$1,190,449.00        | \$ -                | \$ 234,797.80        | \$ 195,729.39        | \$ 125,745.52        | \$ 128,466.71        | \$ -                | \$ -               | \$ 315,764.14        | \$ 70,983.21         | \$ 118,962.23        |
| FY 2017 - 2018        | \$ 176,614.00         | \$ -                | \$ 25,230.57         | \$ 25,230.57         | \$ 25,230.57         | \$ 25,230.58         | \$ -                | \$ -               | \$ 25,230.57         | \$ 25,230.57         | \$ 25,230.57         |
| FY 2018 - 2019        | \$ 281,103.00         | \$ -                | \$ 28,485.00         | \$ 30,722.00         | \$ 25,431.00         | \$ 33,456.00         | \$ -                | \$ -               | \$ 86,227.00         | \$ 34,066.00         | \$ 42,716.00         |
| <b>5 - Year Total</b> | <b>\$3,403,137.00</b> | <b>\$ -</b>         | <b>\$ 634,654.48</b> | <b>\$ 540,228.05</b> | <b>\$ 361,782.30</b> | <b>\$ 376,540.12</b> | <b>\$ -</b>         | <b>\$ -</b>        | <b>\$ 892,724.14</b> | <b>\$ 234,923.89</b> | <b>\$ 362,284.02</b> |
|                       |                       |                     |                      |                      |                      |                      |                     |                    |                      |                      |                      |
| Total                 | Total Budget          | LGVSD               | NSD                  | Novato               | SVCSD                | SCWA                 | NMWD                | Napa               | Petaluma             | MMWD                 | AC                   |
| FY 2014 - 2015        | \$ 895,963.00         | \$ 7,444.37         | \$ 187,555.80        | \$ 142,102.43        | \$ 99,546.93         | \$ 91,442.61         | \$ 15,520.60        | \$ 2,592.82        | \$ 218,387.91        | \$ 49,093.21         | \$ 82,276.32         |
| FY 2015 - 2016        | \$1,009,634.00        | \$ 7,994.80         | \$ 210,777.22        | \$ 160,406.69        | \$ 111,916.70        | \$ 103,321.57        | \$ 16,668.17        | \$ 2,784.53        | \$ 247,114.52        | \$ 55,550.90         | \$ 93,098.90         |
| FY 2016 - 2017        | \$1,237,442.00        | \$ 4,816.78         | \$ 251,080.87        | \$ 200,085.64        | \$ 133,884.72        | \$ 130,144.36        | \$ 10,042.40        | \$ 1,677.65        | \$ 315,764.14        | \$ 70,983.21         | \$ 118,962.23        |
| FY 2017 - 2018        | \$ 176,614.00         | \$ -                | \$ 25,230.57         | \$ 25,230.57         | \$ 25,230.57         | \$ 25,230.58         | \$ -                | \$ -               | \$ 25,230.57         | \$ 25,230.57         | \$ 25,230.57         |
| FY 2018 - 2019        | \$ 281,103.00         | \$ -                | \$ 28,485.00         | \$ 30,722.00         | \$ 25,431.00         | \$ 33,456.00         | \$ -                | \$ -               | \$ 86,227.00         | \$ 34,066.00         | \$ 42,716.00         |
| <b>5 - Year Total</b> | <b>\$3,600,756.00</b> | <b>\$ 20,255.95</b> | <b>\$ 703,129.46</b> | <b>\$ 558,547.33</b> | <b>\$ 396,009.92</b> | <b>\$ 383,595.12</b> | <b>\$ 42,231.17</b> | <b>\$ 7,055.00</b> | <b>\$ 892,724.14</b> | <b>\$ 234,923.89</b> | <b>\$ 362,284.02</b> |

| Phase 1                   | Total Budget              | LGVSD              | NSD                     | Novato                  | SVCSD                   | SCWA                    | NMWD               | Napa              | Petaluma                | MMWD                   | AC                      |
|---------------------------|---------------------------|--------------------|-------------------------|-------------------------|-------------------------|-------------------------|--------------------|-------------------|-------------------------|------------------------|-------------------------|
| FY 2014 - 2015            | \$72,628.00               | \$7,444.37         | \$25,165.60             | \$6,732.62              | \$12,579.17             | \$2,592.82              | \$15,520.60        | \$2,592.82        | \$ -                    | \$ -                   | \$ -                    |
| FY 2015 - 2016            | \$77,998.00               | \$7,994.80         | \$27,026.31             | \$7,230.41              | \$13,509.25             | \$2,784.53              | \$16,668.17        | \$2,784.53        | \$ -                    | \$ -                   | \$ -                    |
| FY 2016 - 2017            | \$46,993.00               | \$4,816.78         | \$16,283.07             | \$4,356.25              | \$8,139.20              | \$1,677.65              | \$10,042.40        | \$1,677.65        | \$ -                    | \$ -                   | \$ -                    |
| FY 2017 - 2018            | \$ -                      | \$ -               | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -               | \$ -              | \$ -                    | \$ -                   | \$ -                    |
| FY 2018 - 2019            | \$ -                      | \$ -               | \$ -                    | \$ -                    | \$ -                    | \$ -                    | \$ -               | \$ -              | \$ -                    | \$ -                   | \$ -                    |
| <b>5 - Year Total</b>     | <b>\$197,619.00</b>       | <b>\$20,255.95</b> | <b>\$68,474.98</b>      | <b>\$18,319.28</b>      | <b>\$34,227.62</b>      | <b>\$7,055.00</b>       | <b>\$42,231.17</b> | <b>\$7,055.00</b> | <b>0</b>                | <b>0</b>               | <b>0</b>                |
|                           |                           |                    |                         |                         |                         |                         |                    |                   |                         |                        |                         |
| Phase 2                   | Total Budget              | LGVSD              | NSD                     | Novato                  | SVCSD                   | SCWA                    | NMWD               | Napa              | Petaluma                | MMWD                   | AC                      |
| FY 2014 - 2015            | \$823,335.00              | \$ -               | \$162,390.20            | \$135,369.81            | \$86,967.76             | \$88,849.79             | \$ -               | \$ -              | \$218,387.91            | \$49,093.21            | \$82,276.32             |
| FY 2015 - 2016            | \$931,636.00              | \$ -               | \$183,750.91            | \$153,176.28            | \$98,407.45             | \$100,537.04            | \$ -               | \$ -              | \$247,114.52            | \$55,550.90            | \$93,098.90             |
| <del>FY 2016 - 2017</del> | <del>\$1,190,449.00</del> | <del>\$ -</del>    | <del>\$234,797.80</del> | <del>\$195,729.39</del> | <del>\$125,745.52</del> | <del>\$128,466.71</del> | <del>\$ -</del>    | <del>\$ -</del>   | <del>\$315,764.14</del> | <del>\$70,983.21</del> | <del>\$118,962.23</del> |
| FY 2017 - 2018            | \$176,614.00              | \$ -               | \$25,230.57             | \$25,230.57             | \$25,230.57             | \$25,230.58             | \$ -               | \$ -              | \$25,230.57             | \$25,230.57            | \$25,230.57             |
| FY 2018 - 2019            | \$176,103.00              | \$ -               | \$21,392.69             | \$22,114.21             | \$20,407.19             | \$22,996.23             | \$ -               | \$ -              | \$40,019.83             | \$23,192.53            | \$25,983.33             |
| <b>5 - Year Total</b>     | <b>\$3,298,137.00</b>     | <b>\$0.00</b>      | <b>\$627,562.17</b>     | <b>\$531,620.26</b>     | <b>\$356,758.49</b>     | <b>\$366,080.35</b>     | <b>\$0.00</b>      | <b>\$0.00</b>     | <b>\$846,516.97</b>     | <b>\$224,050.42</b>    | <b>\$345,551.35</b>     |
|                           |                           |                    |                         |                         |                         |                         |                    |                   |                         |                        |                         |
| Total                     | Total Budget              | LGVSD              | NSD                     | Novato                  | SVCSD                   | SCWA                    | NMWD               | Napa              | Petaluma                | MMWD                   | AC                      |
| FY 2014 - 2015            | \$895,963.00              | \$7,444.37         | \$187,555.80            | \$142,102.43            | \$99,546.93             | \$91,442.61             | \$15,520.60        | \$2,592.82        | \$218,387.91            | \$49,093.21            | \$82,276.32             |
| FY 2015 - 2016            | \$1,009,634.00            | \$7,994.80         | \$210,777.22            | \$160,406.69            | \$111,916.70            | \$103,321.57            | \$16,668.17        | \$2,784.53        | \$247,114.52            | \$55,550.90            | \$93,098.90             |
| FY 2016 - 2017            | \$1,237,442.00            | \$4,816.78         | \$251,080.87            | \$200,085.64            | \$133,884.72            | \$130,144.36            | \$10,042.40        | \$1,677.65        | \$315,764.14            | \$70,983.21            | \$118,962.23            |
| FY 2017 - 2018            | \$176,614.00              | \$ -               | \$25,230.57             | \$25,230.57             | \$25,230.57             | \$25,230.58             | \$ -               | \$ -              | \$25,230.57             | \$25,230.57            | \$25,230.57             |
| FY 2018 - 2019            | \$176,103.00              | \$0.00             | \$21,392.69             | \$22,114.21             | \$20,407.19             | \$22,996.23             | \$0.00             | \$0.00            | \$40,019.83             | \$23,192.53            | \$25,983.33             |
| <b>5 - Year Total</b>     | <b>\$3,495,756.00</b>     | <b>\$20,255.95</b> | <b>\$696,037.15</b>     | <b>\$549,939.54</b>     | <b>\$390,986.11</b>     | <b>\$373,135.35</b>     | <b>\$42,231.17</b> | <b>\$7,055.00</b> | <b>\$846,516.97</b>     | <b>\$224,050.42</b>    | <b>\$345,551.35</b>     |

Note: Numbers in 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 5 of this Agreement.

LGVSD - Las Gallinas Valley Sanitary District

NSD - Napa Sanitation District

Novato - Novato Sanitary District

SVCSD - Sonoma Valley County Sanitation District

SCWA - Sonoma County Water Agency

NMWD - North Marin Water District

~~Third~~Fourth Amended Agreement for Engineering, Environmental, and Public Outreach Services for North Bay Water Reuse Authority (FY 2014/2015, FY 2015/2016, FY 2016/2017, FY 2017/2018, and FY 2018/2019)

Petaluma – City of Petaluma  
Napa - Napa County  
MMWD - Marin Municipal Water District  
AC - City of American Canyon

## Exhibit D

### Breakdown of Costs

| Tasks    |  | Original           | Amendment 1      | Amendment 1 Result | Amendment 2      | Amendment 2 Result | Amendment 3    | Amendment 3 Result | Amendment 4    | Amendment 4 Result |
|----------|--|--------------------|------------------|--------------------|------------------|--------------------|----------------|--------------------|----------------|--------------------|
| <b>1</b> | <b>Workshops/Public Outreach/Management</b>        | <b>694,288</b>     | <b>50,000</b>    | <b>744,288</b>     | <b>245,646</b>   | <b>989,934</b>     | <b>87,968</b>  | 1,077,902          |                | 1,077,902          |
| 1.1      | Workshops  | 171,860            | 25,000           | 196,860            | 93,860           | 290,720            | 23,432         | 314,152            |                | 314,152            |
| 1.2      | Web Portal   |                    |                  |                    |                  |                    |                |                    |                | 0                  |
| 1.3      | Public Involvement                                 | 297,276            | 25,000           | 322,276            | 113,498          | 435,774            | 40,000         | 475,774            |                | 475,774            |
| 1.4      | Administration                                     | 225,152            |                  | 225,152            | 38,288           | 263,440            | 24,536         | 287,976            |                | 287,976            |
|          | Leave Blank and Protected                          |                    |                  |                    |                  |                    |                |                    |                | 0                  |
| <b>2</b> | <b>Title XVI Feasibility Study/Report</b>          | <b>1,184,777</b>   | <b>-49,000</b>   | <b>1,135,777</b>   | <b>59,180</b>    | <b>1,194,957</b>   |                | 1,194,957          |                | 1,194,957          |
| 2.1      | Introductory Information                           | 34,728             |                  | 34,728             | 0                | 34,728             |                | 34,728             |                | 34,728             |
| 2.2      | Statement of Problems/Needs                        | 43,231             |                  | 43,231             | 0                | 43,231             |                | 43,231             |                | 43,231             |
| 2.3      | Water Reclamation/Reuse Opps                       | 54,257             |                  | 54,257             | 0                | 54,257             |                | 54,257             |                | 54,257             |
| 2.4      | Analysis of Alternatives/FS Report                 | 1,052,562          | -49,000          | 1,003,562          | 59,180           | 1,003,562          |                | 1,062,742          |                | 1,062,742          |
|          | Leave Blank and Protected                          |                    |                  |                    |                  |                    |                |                    |                | 0                  |
| <b>3</b> | <b>Environmental Evaluation</b>                    | <b>796,450</b>     | <b>0</b>         | <b>796,450</b>     | <b>-23,700</b>   | <b>772,750</b>     | <b>50,000</b>  | 822,750            | <b>105,000</b> | 927,750            |
| 3.1      | Environmental Constraints Analysis                 | 279,178            |                  | 279,178            | 3,132            | 282,310            |                | 282,310            |                | 282,310            |
| 3.2      | Environmental Compliance-NEPA/CEQA                 | 517,272            |                  | 517,272            | -26,832          | 490,440            | 50,000         | 540,440            | 105,000        | 645,440            |
|          | a. Project Management                              |                    |                  |                    |                  |                    |                |                    |                | 0                  |
|          | Leave Blank and Protected                          |                    |                  |                    |                  |                    |                |                    |                | 0                  |
| <b>4</b> | <b>Financial Capabilities Deter</b>                | <b>56,590</b>      |                  | <b>56,590</b>      | <b>0</b>         | <b>56,590</b>      |                | 56,590             |                | 56,590             |
|          | Leave Blank and Protected                          |                    |                  |                    |                  |                    |                |                    |                | 0                  |
| <b>5</b> | <b>Phase 2 Grant Applications &amp; Management</b> | <b>92,655</b>      | <b>-25,000</b>   | <b>67,655</b>      | <b>40,148</b>    | <b>107,803</b>     | <b>38,135</b>  | 145,938            |                | 145,938            |
| 5.1      | Phase 1 Grant Application & Management             |                    |                  |                    |                  |                    |                |                    |                | 0                  |
| 5.2      | Phase 2 Grant Management                           |                    |                  |                    |                  |                    |                |                    |                | 0                  |
|          | Leave Blank and Protected                          |                    |                  |                    |                  |                    |                |                    |                | 0                  |
| <b>6</b> | <b>Phase 1 Grant Application &amp; Management</b>  | <b>197,619</b>     | <b>0</b>         | <b>197,619</b>     | <b>0</b>         | <b>197,619</b>     |                | 197,619            |                | 197,619            |
| 6.1      | Program Support and Coordination                   | 61,340             |                  | 61,340             | 0                | 61,340             |                | 61,340             |                | 61,340             |
| 6.2      | State Grant Support                                | 38,254             |                  | 38,254             | 0                | 38,254             |                | 38,254             |                | 38,254             |
| 6.3      | Phase 1 Grant Application & Management             | 92,655             |                  | 92,655             | 0                | 92,655             |                | 92,655             |                | 92,655             |
| 6.4      | Additional Services                                | 5,370              |                  | 5,370              |                  | 5,370              |                | 5,370              |                | 5,370              |
|          | <b>Total</b>                                       | <b>\$3,022,379</b> | <b>-\$24,000</b> | <b>\$2,998,379</b> | <b>\$321,274</b> | <b>\$3,319,653</b> | <b>176,103</b> | <b>3,495,756</b>   | <b>105,000</b> | <b>3,600,756</b>   |

~~Third~~Fourth Amended Agreement for Engineering, Environmental, and Public Outreach Services for North Bay Water Reuse Authority (FY 2014/2015, FY 2015/2016, FY 2016/2017, FY 2017/2018, and FY 2018/2019)



| Tasks    |  |  |                       | Original           | Amendment 1      | Amendment 1 Result | Amendment 2      | Amendment 2 Result | Amendment 3    | Amendment 3 Result |
|----------|--|--|-----------------------|--------------------|------------------|--------------------|------------------|--------------------|----------------|--------------------|
| <b>1</b> | <b>Workshops/Public Outreach/Management</b>        |  |                       | <b>694,288</b>     | <b>50,000</b>    | <b>744,288</b>     | <b>245,646</b>   | <b>989,934</b>     | <b>87,968</b>  | <b>1,077,902</b>   |
| 1.1      | Workshops  |  |                       | 171,860            | 25,000           | 196,860            | 93,860           | 290,720            | 23,432         | 314,152            |
| 1.2      | Web Portal   |  |                       |                    |                  |                    |                  |                    |                |                    |
| 1.3      | Public Involvement                                 |  |                       | 297,276            | 25,000           | 322,276            | 113,498          | 435,774            | 40,000         | 475,774            |
| 1.4      | Administration                                     |  |                       | 225,152            |                  | 225,152            | 38,288           | 263,440            | 24,536         | 287,976            |
|          | Leave Blank and Protected                          |  |                       |                    |                  |                    |                  |                    |                |                    |
| <b>2</b> | <b>Title XVI Feasibility Study/Report</b>          |  |                       | <b>1,184,777</b>   | <b>-49,000</b>   | <b>1,135,777</b>   | <b>59,180</b>    | <b>1,194,957</b>   |                | <b>1,194,957</b>   |
| 2.1      | Introductory Information                           |  |                       | 34,728             |                  | 34,728             | 0                | 34,728             |                | 34,728             |
| 2.2      | Statement of Problems/Needs                        |  |                       | 43,231             |                  | 43,231             | 0                | 43,231             |                | 43,231             |
| 2.3      | Water Reclamation/Reuse Opps                       |  |                       | 54,257             |                  | 54,257             | 0                | 54,257             |                | 54,257             |
| 2.4      | Analysis of Alternatives/FS Report                 |  |                       | 1,052,562          | -49,000          | 1,003,562          | 59,180           | 1,003,562          |                | 1,062,742          |
|          | Leave Blank and Protected                          |  |                       |                    |                  |                    |                  |                    |                |                    |
| <b>3</b> | <b>Environmental Evaluation</b>                    |  |                       | <b>796,450</b>     | <b>0</b>         | <b>796,450</b>     | <b>-23,700</b>   | <b>772,750</b>     | <b>50,000</b>  | <b>822,750</b>     |
| 3.1      | Environmental Constraints Analysis                 |  |                       | 279,178            |                  | 279,178            | 3,132            | 282,310            |                | 282,310            |
| 3.2      | Environmental Compliance-NEPA/CEQA                 |  |                       | 517,272            |                  | 517,272            | -26,832          | 490,440            | 50,000         | 540,440            |
|          |  |  | a. Project Management |                    |                  |                    |                  |                    |                |                    |
|          | Leave Blank and Protected                          |  |                       |                    |                  |                    |                  |                    |                |                    |
| <b>4</b> | <b>Financial Capabilities Deter</b>                |  |                       | <b>56,590</b>      |                  | <b>56,590</b>      | <b>0</b>         | <b>56,590</b>      |                | <b>56,590</b>      |
|          | Leave Blank and Protected                          |  |                       |                    |                  |                    |                  |                    |                |                    |
| <b>5</b> | <b>Phase 2 Grant Applications &amp; Management</b> |  |                       | <b>92,655</b>      | <b>-25,000</b>   | <b>67,655</b>      | <b>40,148</b>    | <b>107,803</b>     | <b>38,135</b>  | <b>145,938</b>     |
| 5.1      | Phase 1 Grant Application & Management             |  |                       |                    |                  |                    |                  |                    |                |                    |
| 5.2      | Phase 2 Grant Management                           |  |                       |                    |                  |                    |                  |                    |                |                    |
|          | Leave Blank and Protected                          |  |                       |                    |                  |                    |                  |                    |                |                    |
| <b>6</b> | <b>Phase 1 Grant Application &amp; Management</b>  |  |                       | <b>197,619</b>     | <b>0</b>         | <b>197,619</b>     | <b>0</b>         | <b>197,619</b>     |                | <b>197,619</b>     |
| 6.1      | Program Support and Coordination                   |  |                       | 61,340             |                  | 61,340             | 0                | 61,340             |                | 61,340             |
| 6.2      | State Grant Support                                |  |                       | 38,254             |                  | 38,254             | 0                | 38,254             |                | 38,254             |
| 6.3      | Phase 1 Grant Application & Management             |  |                       | 92,655             |                  | 92,655             | 0                | 92,655             |                | 92,655             |
| 6.4      | Additional Services                                |  |                       |                    |                  |                    |                  |                    |                |                    |
|          | <b>Total</b>                                       |  |                       | <b>\$3,022,379</b> | <b>-\$24,000</b> | <b>\$2,998,379</b> | <b>\$321,274</b> | <b>\$3,319,653</b> | <b>176,103</b> | <b>3,495,756</b>   |

~~Third~~**Fourth** Amended Agreement for Engineering, Environmental, and Public Outreach Services for North Bay Water Reuse Authority (FY 2014/2015, FY 2015/2016, FY 2016/2017, FY 2017/2018, and FY 2018/2019)

## **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.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with 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, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should any 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 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 Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. Consultant is responsible

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

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be additional insured(s) for liability arising out of operations by or on behalf of the 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 Sonoma Water 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 Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to 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 apply to 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.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water.
- c. If 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 Coverage:
  - i. Certificate of Insurance.

#### **1.5. Contractors Pollution Liability Insurance**

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Coverage shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- e. Prior to Consultant, or any of Consultant's subconsultants, conducting subsurface work (boring, drilling, or similar), Sonoma County Water Agency, its officers, agents, and employees, shall be additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the work.
- f. Required Evidence of Coverage:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

#### **1.6. Standards for Insurance Companies**

- a. Insurers shall have an A.M. Best's rating of at least A:VII.

#### **1.7. Documentation**

- a. The Certificate of Insurance must include the following reference: TW 12/13-132.

- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, 1.4, or 1.5 above.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, its officers, agents, and employees, 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; or (2) the limits of any of the required policies are reduced below the limits required in the contract.
- f. Upon written request, copies of required insurance policies must be provided within thirty (30) days but with confidential information redacted.

#### **1.8. Policy Obligations**

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

#### **1.9. Material Breach**

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

# Exhibit F

## CERTIFICATION OF COMPLIANCE WITH FEDERAL LAWS AND AUTHORITIES

Contractor agrees to comply, and shall require all Subcontractors to comply, with the following federal laws (also referred to as "Federal Cross-Cutters"):

### ENVIRONMENTAL AUTHORITIES

1. Archeological and Historical Preservation Act of 1974, Pub. L. 86-523, as amended, Pub. L. 93-291 16 USC § 469a-1.
2. Clean Air Act, Pub. L. 84-159, as amended.
3. Coastal Barrier Resources Act, Pub. L. 97-348, 96 Stat. 1653; 16 USC § 3501 et seq.
4. Coastal Zone Management Act, Pub. L. 92-583, as amended, 16 USC § 1451 et seq.
5. Endangered Species Act, Pub. L. 93-205, as amended, 16 USC § 1531 et seq.
6. Environmental Justice, Executive Order 12898.
7. Floodplain Management, Executive Order, 11988 as amended by Executive Order 12148.
8. Protection of Wetlands, Executive Order 11990, as amended by Executive Order 12608.
9. Farmland Protection Policy Act, Pub. L. 97-98, 7 USC § 4201 et seq.
10. Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended.
11. National Historic Preservation Act of 1966, Pub. L. 89-665, as amended, 80 Stat. 917 (1966) 16 USC § 470 et seq.
12. Safe Drinking Water Act, Pub. L. 93-523, as amended, 42 USC § 300f et seq.
13. Wild and Scenic Rivers Act, Pub. L. 90-542, as amended, 82 Stat. 913; 16 USC § 1271 et seq.
14. Essential Fish Habitat Consultation. Pub. L. 94-265, as amended, 16 USC § 1801 et seq.
15. Recycled Materials. Executive Order 13101; Section 6002 Resource Conservation and Recovery Act - 42 USC § 6962.

### ECONOMIC AND MISCELLANEOUS AUTHORITIES

1. Demonstration Cities and Metropolitan Development Act of 1966, Pub. L. 89-754, as amended, Executive Order 12372/ 42 USC § 3331 et seq.
2. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal

Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368; 40 CFR Part 31.

3. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655.
4. Contractors, Subcontractors, Debarment and Suspension, Executive Order 12549; 2 CFR Part 180; 2 CFR Part 1532. The Excluded Parties List System can be found at <http://epls.gov>. The Contractor represents and warrants that it has included a term or conditions requiring compliance with this provision in all of its contracts and subcontracts. The Contractor acknowledges that failing to disclose the information as required at 2 CFR 180.335 may result in the termination, delay or negation of this Agreement.
5. Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects, EO 13202, as amended by EO 13208.
6. Hotel and Motel Fire Safety Act of 1990 (PL 101-391, as amended). Contractors may search <http://www.usfa.dhs.gov/applications/hotel/>.
7. Records and financial reporting. 40 CFR Part 31.
8. Copyright. 40 CFR Part 31.

#### **SOCIAL POLICY AUTHORITIES**

1. Age Discrimination Act of 1975, Pub. L. 94-135; 42 USC § 6102.
2. Race Discrimination. Title VI of the Civil Rights Act of 1964, Pub. L. 88-352.1; 42 USC § 2000d; 40 CFR Part 7.
3. Sex Discrimination. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Pub. L. 92-500 (the Clean Water Act); 33 USC § 1251; 40 CFR Part 7.
4. Disability Discrimination. Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (including Executive Orders 11914 and 11250); 29 USC § 794; 40 CFR Part 7.
5. Equal Employment Opportunity, Executive Order 11246.
6. Women's and Minority Business Enterprise, Executive Orders 11625, 12138, and 12432; 40 CFR Part 31.
7. Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Pub. L. 100-590.
8. Anti-Lobbying Provisions (40 CFR Part 34) Borrower agrees to submit certification and disclosure forms as requested by the State Water Resources Control Board or the USEPA. In accordance with the Byrd Anti-Lobbying Amendment, any Recipient who makes a prohibited expenditure under 40

CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. The Recipient shall ensure that no Project Funds provided by the State Water Board under this assistance agreement are used to engage in lobbying of the federal government or in litigation against the United States unless authorized under existing law. The Recipient shall abide by its respective 2 CFR 200, 225, or 230, which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

9. Anti-Litigation Provisions (2 CFR 220, 225, or 230).
10. Trafficking Victims Protection Act of 2000.
11. ACORN Prohibition. None of the Project Funds used in this Agreement may be used for contracts or subcontracts to ACORN.

CERTIFICATION

I certify that \_\_\_\_\_  
(Contractor)  
has, or will, comply with the above list of federal laws and authorities.

\_\_\_\_\_  
Signature of Authorized  
Representative or Designee

\_\_\_\_\_  
(Date)



## Exhibit G

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION (CONSULTANT)

The prospective participant certifies to the best of its knowledge and belief that it and the principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b), above, of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transaction s (Federal, State, or local) terminated or cause or default.

I understand that a false statement on this certification may be ground for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 10 01, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both. [Note: to be executed by all principals]

|   |              |
|---|--------------|
| Organization Name                           | Project Name |
| Name and Title of Authorized Representative |              |
| Signature of Authorized Representative      | Date         |
| Name and Title of Authorized Representative |              |
| Signature of Authorized Representative      | Date         |
| Name and Title of Authorized Representative |              |
| Signature of Authorized Representative      | Date         |

---

Name and Title of Authorized Representative

---

Signature of Authorized Representative

Date

Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

## Exhibit H

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY, AND VOLUNTARY EXCLUSION  
(CONSULTANT'S SUBCONTRACTORS, CONSULTANTS, AND OTHER AGENTS)**

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

[Note: to be executed by all principals.]

|  |              |
|--|--------------|
| Organization Name                                    | Project Name |
| Name(s) and Title(s) of Authorized Representative(s) |              |
| Signature(s)   | Date         |
| Name and Title of Authorized Representative          |              |
| Signature of Authorized Representative               | Date         |
| Name and Title of Authorized Representative          |              |
| Signature of Authorized Representative               | Date         |
| Name and Title of Authorized Representative          |              |
| Signature of Authorized Representative               | Date         |

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

# Exhibit I

## Disadvantaged Business Enterprise (DBE) Procedural Guidelines

### 1.1. Summary of DBE Requirements

- Employ the Good Faith Efforts in steps 1 through 6 below.
- Complete and submit Form 1 (Good Faith Efforts Checklist) and supporting documentation prior to awarding any subcontract.
- Complete and submit Form 2 (DBE Subconsultant Participation Form) prior to awarding any subcontract.

### 1.2. Introduction

Funding for this project is anticipated to come in part from state or federal funds and therefore may require outreach to disadvantaged business enterprises (DBE) or other special provisions. The purpose of this document is to provide procedural guidelines that must be adhered to for DBE compliance along with forms that must be submitted with SOQs or project proposals. The selected consultant will be required to report actual DBE participation semi-annually to the Water Agency during project implementation

Consultants are encouraged to take all necessary and reasonable steps to ensure that DBE firms have the maximum opportunity to compete for and perform services on the contract, including participation in any supplemental contracts. If the consultant intends to subcontract a portion of the services on the project, the consultant is encouraged to seek out and consider DBE firms as potential subconsultants. The consultant is encouraged to contact DBE firms to solicit their interest, capability, and qualifications.

For the purposes of this document, a DBE means a business enterprise that is owned and controlled by one or more socially and/or economically disadvantaged persons. "Owned and controlled" is specified as a business which is (1) a sole proprietorship legitimately owned by an individual who is a disadvantaged person, or (2) a partnership or joint venture controlled by disadvantaged persons and in which at least 51 percent of the voting interest and 51 percent of the beneficial ownership interests are legitimately held by disadvantaged persons. Such persons include individuals who are Women, Black, Hispanic, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, or any other minorities or individuals found to be disadvantaged by the Small Business Administration pursuant to Section 8(a) of the Small Business Act. Each DBE solicited and included in the proposal must be certified by the U.S. Environmental Protection Agency, U.S. Small Business Administration, U.S. Department of Transportation, or another state, local, tribal, or private entity whose certification criteria match those of the aforementioned federal agencies.

A DBE joint venture partner must be responsible for specific contract items of work or clearly defined portions thereof. Responsibility means actually performing, managing, and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control management, risks, and profits of the joint venture commensurate with its ownership interests.

Any public or private entity receiving state or federal funds must demonstrate that efforts were made to attract DBEs whenever services, supplies, or equipment are procured. The process to attract DBEs is referred to as the "Good Faith" effort (GFE). This effort requires that the consultant take the steps listed below to assure that DBEs are utilized to the maximum extent practicable. Failure to take these steps may be cause for Agency to terminate the agreement for cause.

Consultant must make a concerted and documented effort to solicit quotes from eligible DBEs for procured services, supplies, and equipment. If it is not practical or possible to comply with one or more of the six GFE steps, Consultant must prepare an explanation and submit to Agency prior to awarding any subcontract.

### **1.3. Demonstration of Good Faith Effort (Six Good Faith Steps)**

The DBE "Good Faith" effort (GFE) consists of the following six steps:

**STEP 1: Divide the total requirements, when economically feasible, into small tasks or quantities to permit maximum participation.**

Consider in the scope of work whether portions of the work could be feasibly subcontracted with DBEs. This will include dividing total requirements into smaller tasks or quantities to permit maximum participation by DBEs. Submit documentation along with the SOQ that demonstrates the division of work into small proprietary portions (e.g. elements of planning, studies, design, permitting, monitoring, project implementation).

**STEP 2: Establish delivery schedules, when work requirements permit, that encourage maximum DBE participation.**

Make information on solicitation opportunities available to DBEs well in advance of the required requirements permit, arrange time frames for contracts and establish delivery schedules in a way that encourages and facilitates participation by DBEs in the competitive process. As indicated, submit documentation that includes DBE solicitation notifications and the date thereof.

**STEP 3: Use the services of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce (DOC) in soliciting qualified DBEs.**

These agencies offer several services that are generally provided at no cost, including Internet access to databases of DBEs (resources provided in Section 4 below). Utilization of these resources is required. As indicated, submit documentation along that demonstrates evidence of utilizing these resources.

**STEP 4: Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.**

**STEP 5: Include qualified DBEs on solicitation lists and record the information.**

Solicitation should be as broad as possible. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. As indicated, submit documentation that demonstrates the preparation of a DBE solicitation list.

**STEP 6: Require the consultant team and subconsultants to implement the steps (1) through (5) above for procuring services, supplies, or equipment.**

### **1.4. DBE Outreach Resources**

The outreach process identifies DBE firms that may be qualified to submit quotes on subcontracts for the project and then communicates information on the contracting opportunity to them via a phone call, fax, e-mail message, or letter.

One of the most important elements of the outreach is producing and retaining documentation of efforts made to contact DBE firms. This is typically done by producing printouts of web pages visited, phone logs of calls made or faxes sent, copies of letters sent via fax, mail or e-mail, and printouts of e-mails sent.

DBE firms can be identified utilizing many sources, but most federal funding sources require the consultant or consultant team to use only two: the Small Business Administration and the Minority Business Development Agency. State funding agencies that pass through federal funds may recommend other sources of DBE information. These include the California Public Utilities Commission (CPUC) and the California Department of Transportation (CalTrans). All of these organizations post information on their websites to aid in identifying DBE firms.

The web sites in the table below include a list of available sources for expanding the search for eligible DBEs. **Note that utilizing the SBA and MBDA resources are a mandatory** part of a GFE process. If DBE sources are not located, explain why and describe the efforts made.

| DBE Resources   | Contact Information  |
|---|--|
| <p><b>Small Business Administration (SBA)</b></p> <p><b>To view DBE businesses:</b></p> <ol style="list-style-type: none"> <li>1. Go to <a href="http://web.sba.gov/pro-net/search/dsp_dsbs.cfm">http://web.sba.gov/pro-net/search/dsp_dsbs.cfm</a></li> <li>2. At the top, click on <b>Quick Market Search</b></li> <li>3. Under <b>NAICS Codes and Keywords</b>, choose either default “Any,” or “All.”</li> <li>4. Under <b>States</b>, scroll down and click on <b>California</b></li> <li>5. Click on <b>Help</b> next to “Metropolitan Statistical Area” to lookup project location.</li> <li>6. Click <b>Search using these criteria</b></li> </ol> <p>You may also use advanced search parameters by clicking on “<b>DSBS</b>” at the top and entering criteria in the provided fields.</p>   | <p>PRO-Net Database Go to <a href="http://web.sba.gov/pro-net/search/dsp_dsbs.cfm">http://web.sba.gov/pro-net/search/dsp_dsbs.cfm</a></p>            |
| <p><b>To post an opportunity:</b></p> <p>Users can use SUB-Net to post subcontracting opportunities free of charge. Small businesses can review this web site to identify opportunities in their areas of expertise.</p> <ol style="list-style-type: none"> <li>1. Go to <a href="http://web.sba.gov/subnet">http://web.sba.gov/subnet</a></li> <li>2. In the upper left corner, click on “<b>Post.</b>”</li> <li>3. Register* and log-in.</li> <li>4. Click on <b>Sub-Net</b></li> <li>5. Click on <b>Enter Solicitation</b> and fill in details.</li> </ol> <p>*This requires that you enter your company profile and a DUNS Number. If you do not have a DUNS Number, you must register for one through <a href="http://www.dnb.com/us/duns_update/">http://www.dnb.com/us/duns_update/</a>. It is possible to get a DUNS number free of charge within one business day.</p> | <p>Subnet and Bid Notification: <a href="http://web.sba.gov/subnet">http://web.sba.gov/subnet</a></p> <p>For assistance, contact 888-227-2423</p>    |
| <p><b>U.S. Department of Commerce Minority Business Development Agency (MBDA)</b></p> <p>The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help DBE’s. Consultants should contact the</p>   | <p><a href="http://www.mbda.gov/">www.mbda.gov/</a></p> <p>(202) 482-0404 or email us at <a href="mailto:support@mbda.gov">support@mbda.gov</a>.</p> |

| DBE Resources  | Contact Information   |
|--|---|
| <p>centers and provide notices of contracting opportunities. The MBDA website allows you to post an opportunity, much like placing an advertisement in a trade journal.</p> <p>On the website, click on “My Business Tools” and register to obtain a login and password. Log in; click on “Business Dashboard;” click on “post opportunities;” click on your company name; click on “submit new opportunity;” and complete questionnaire. The user should obtain a screen print of the posted opportunity as documentation.</p>      |   |
| <p><b>California Public Utilities Commission (CPUC)</b></p> <p>CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. The user starts by clicking on Database on the left and then selecting “Searchable Supplier Database”. This will link to The Supplier Clearinghouse webpage. Click on “certified supplier search” and enter search criteria.</p>   | <a href="http://www.cpuc.ca.gov/puc/supplierdiversity">http://www.cpuc.ca.gov/puc/supplierdiversity</a> |
| <p><b>California Department of Transportation (CalTrans)</b></p> <p>Based on the federal Disadvantaged Business Enterprises (DBE) program, CALTRANS maintains a database and provides directories of minority and woman-owned firms.</p> <p>Click on “DBE Search”. Select either “Click here to access the DBE Query Form” or “Click here to download the DBE Database in Excel” and perform your own queries.</p> <p>The user should print the search results page(s) and keep them with the rest of the documentation.</p>         | <a href="http://www.dot.ca.gov/hq/bep">www.dot.ca.gov/hq/bep</a>  |
| <p><b>North American Industry Classification System (NAICS)</b></p> <p>Under Downloads Reference Files, Tools, click “For 2007 NAICS” and Download files for NAICS definitions</p>   | <a href="http://www.census.gov/eos/www/naics/">http://www.census.gov/eos/www/naics/</a>                 |
| <p><b>U.S. EPA Office of Small, Disadvantaged Business Utilization (OSDBU)</b></p> <p>OSDBU’s mission includes “fostering opportunities for partnerships, contracts, subagreements, and grants for small and socioeconomically disadvantaged concerns”. One of the resources to assist prime contractors is a listing of small and disadvantaged businesses (a vendor profile system) registered with OSDBU.</p> <p>Select “search the OSDBU Registry” and click on the search criteria of interest (ethnicity, size, SIC, etc.)</p> | <a href="http://cfpub.epa.gov/sbvps/">http://cfpub.epa.gov/sbvps/</a>                                   |

#### 1.5. Consultant Responsibilities

- Pay subconsultants for satisfactory performance no more than 30 days from receipt of payment from the Water Agency.
- Notify the Water Agency in writing prior to termination of a DBE subconsultant for any reason.



- If a DBE Subconsultant fails to complete work under the subcontract for any reason, consultant shall employ the six GFEs if soliciting a replacement Subcontractor.
- Employ the GFE steps even if the Water Agency has achieved its DBE goal.
- Maintain records documenting compliance with the requirements.
- Provide semi-annual reports on DBE utilization in a format approved by the Water Agency.

## FORM 1

**Good Faith Efforts Checklist**  
**Disadvantaged Business Enterprise Program (DBE)**

In support of the actions identified in the Table below, the consultant must:

Attach this checklist along with supporting documentation for "Yes" answers and an explanation for "No" and "NA" answers.

| DBE Checklist |   | Yes | No | NA <sup>1</sup> |
|---------------|---|-----|----|-----------------|
| 1             | Did you solicit proposals or quotes from subconsultants for this project?   |     |    |                 |
| 2             | Did you review DBE resources (SBA, MBDA, etc.)?   |     |    |                 |
| 3             | Did you develop a solicitation list of potential qualified DBE firms?   |     |    |                 |
| 4             | Did you contact DBE's?  |     |    |                 |
| 5             | Did you include DBE requirements in solicitations?  |     |    |                 |
| 6             | Did you solicit proposals from DBE's?   |     |    |                 |
| 7             | Did you break down the project, where economically feasible, into smaller components?   |     |    |                 |
| 8             | Did project components have reasonable delivery schedules?  |     |    |                 |
| 9             | Did you provide sufficient time to facilitate the submission of DBE proposals?  |     |    |                 |
| 10            | Did you advertise the solicitation in local papers, or trade associations, or post to DBE websites? If yes, which papers/trade associations/websites? |     |    |                 |
| 11            | Did you encourage DBEs to submit proposals as a consortium because of project size?   |     |    |                 |
| 12            | Did you require subconsultants to apply the good faith efforts?   |     |    |                 |
| 13            | Were the good faith efforts identified as a "responsiveness/responsible" criterion in the solicitation?   |     |    |                 |
| 14            | Did DBE firms submit proposals?   |     |    |                 |
| 15            | Did you select any DBE firms?   |     |    |                 |
| 16            | Is the subconsultant you selected using any subcontractors?   |     |    |                 |
| 17            | If yes, did you ensure that the subconsultant implemented DBE procedures  |     |    |                 |

1. NA – Not Applicable

**Supporting Documentation**

1. Examples of supporting documentation include:

- i. List of DBE firms;
- ii. List of potential sub-contract work elements;
- iii. Evidence of contact with DBE firms (copies of invitations for proposals or quotes, web-site posts, contact letters, faxes and telephone call sheets, etc.);
- iv. Copies of all procurement advertisements; and,
- v. List of all consultants that submitted proposals or quotes. Any confidential information may be redacted from supporting documents.

\_\_\_\_\_  
 Consultant Name

\_\_\_\_\_  
 Project Manager Signature/Date

Contact Phone # \_\_\_\_\_

Email Address \_\_\_\_\_

**FORM 2****Disadvantaged Business Enterprise Program  
DBE Subconsultant Participation Form**

|                                  |                  |
|----------------------------------|------------------|
| PROJECT NAME                     | PRIME CONSULTANT |
| PRIME CONSULTANT PROJECT MANAGER | E-MAIL ADDRESS   |
| ADDRESS                          |                  |
| TELEPHONE NO.                    | FAX NO.          |

| COMPANY NAME, ADDRESS, PHONE<br>NUMBER, AND E-MAIL ADDRESS | TYPE OF WORK TO BE PERFORMED | CURRENTLY<br>CERTIFIED AS A<br>DBE? |
|--|------------------------------|-------------------------------------|
|  |                              |                                     |
|  |                              |                                     |
|  |                              |                                     |
|  |                              |                                     |

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Prime Consultant Signature

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Print Name

# Exhibit J

## Contract Provisions Required by Funding Authority

### 1.1 Introduction

Work under this Agreement is funded in part by the Department of the Interior Bureau of Reclamation, which obliges the Water Agency to include the provisions of 43 CFR 12.76(i)(1) through (13) as requirements of this Agreement. These requirements are set forth below.

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Title 43, Code of Federal Regulations (43 CFR) – Public Lands: Interior

Title 43 - Public Lands: Interior

Subtitle A - Office of the Secretary of the Interior

Part 12 - ADMINISTRATIVE AND AUDIT REQUIREMENTS AND COST PRINCIPLES FOR ASSISTANCE PROGRAMS

Subpart C - Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Subjgrp - Changes, Property, and Subawards

Section 12.76 - Procurement.

12.76 - Procurement.

(i) Contract provisions. A grantee's and subgrantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.

(1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

(2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

(3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)

(4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair)

(5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)

(6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)

(7) Notice of awarding agency requirements and regulations pertaining to reporting.

(8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

(9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).