

## **DRAFT Fifth Amended Agreement for Engineering Consulting Services for Forecast Informed Reservoir Operation**

This ~~fourth~~ fifth amended agreement (“~~Fourth~~ Fifth Amended Agreement” or “Agreement”) is by and between **Sonoma County Water Agency**, (“Sonoma Water”), and **HDR Engineering, Inc.**, a California-Nebraska 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 5 (Term of Agreement).

### **RECITALS**

- A. Consultant certifies that it is a Nebraska corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified and licensed engineering firm, experienced in consulting for forecast-informed reservoir operation (FIRO) design, development, deployment, and related services.
- B. On September 19, 2018, Sonoma Water consented to an Assignment and Assumption of Agreement between David Ford Consulting Engineers, Inc., and Consultant assigning responsibility for this Agreement to Consultant.
- ~~B.C.~~ C. Sonoma Water works with the United States Army Corps of Engineers (Corps) to operate water storage facilities at the Lake Mendocino Coyote Valley Dam.
- ~~C.D.~~ D. The Lake Mendocino FIRO Steering Committee (Steering Committee) consists of the University of California San Diego, Scripps Institute, Sonoma Water, California Department of Water Resources, Corps, National Oceanic and Atmospheric Administration, Bureau of Reclamation, and United States Geological Services.
- ~~D.E.~~ E. The Steering Committee is tasked with carrying out a proof-of-concept feasibility project using Lake Mendocino as a model for testing FIRO at other reservoirs.
- ~~E.F.~~ F. An initial step of the FIRO program is to develop a work plan to conduct a viability study that will evaluate utilizing current and future forecast skill into the operations of reservoirs that provide both water supply and flood protection.
- ~~F.G.~~ G. The Consultant has specialized expertise in reservoir operations, hydraulic engineering, economic evaluations, and is also familiar with Corps reservoir operation protocols and procedures.
- ~~G.H.~~ H. Sonoma Water requires Consultant's expertise and assistance with drafting certain technical parts of the work plan.
- ~~H.I.~~ I. Sonoma Water and Consultant first entered into this Agreement on December 18, 2014 (“Original Agreement”) in the amount of \$25,000.
- ~~I.J.~~ J. The First Amended Agreement entered into on October 13, 2015, extended the term by one year to December 31, 2016, added \$69,000, and expanded the scope of work to include a viability study.

~~J.K.~~ The Second Amended Agreement extended the term by four months to April 30, 2017, expanded the scope of work to include a review of the Sonoma Water FIRO model, and increased the cost by \$36,000 for a new agreement total of \$130,000.

~~K.L.~~ The Third Amended Agreement extended the term by six months, at no additional cost to Sonoma Water to provide Consultant additional time to complete tasks under the Agreement, which have been delayed due to circumstances beyond the control of Consultant.

~~M.~~ ~~This-The~~ Fourth Amended Agreement ~~extends-extended~~ the term to June 30, 2019, and ~~adds-added~~ \$150,000 to the Agreement amount to support additional work to complete the FIRO Preliminary Viability Assessment and assist with technical work for future requests to Corps for a major deviation from Lake Mendocino operations.

~~N.~~ This Fifth Amended Agreement adds \$94,412 for continued work on one task and the addition of four new tasks and extends the term of the Agreement to June 30, 2020. This Fifth Amended Agreement also adjusts Exhibit B (Schedule of Costs).

~~L.O.~~ In addition, this Fifth Amended Agreement changes occurrences of "Water Agency" to "Sonoma Water."

~~M.P.~~ This ~~Fourth-Fifth~~ 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:

- a. Exhibit A: Scope of Work
- b. Exhibit B: Schedule of Costs
- c. Exhibit C: Estimated Breakdown of Costs
- d. Exhibit D: Insurance Requirements
- e. Exhibit E: Grant Award Documents

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

3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

- 3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Consultant
Project Manager: Chris Delaney  Phone: (707) 547-1946 Email: <a href="mailto:chris.delaney@scwa.ca.gov">chris.delaney@scwa.ca.gov</a>  Grant Manager: Joan Hultberg  Phone: (707) 547-1902 Email: <a href="mailto:Joan.Hultberg@scwa.ca.gov">Joan.Hultberg@scwa.ca.gov</a>  404 Aviation Boulevard Santa Rosa, CA 95403-9019	Contact: <del>David Ford</del> <a href="mailto:Michael.Konieczki@hdrinc.com">Michael Konieczki</a> 2015 J Street, Suite 200 Sacramento, CA 95811 Phone: (916) 447-8779 Email: <del>ford@ford-consulting.com</del> <a href="mailto:Michael.Konieczki@hdrinc.com">Michael.Konieczki@hdrinc.com</a>  
Remit invoices to:	Remit payments to:
Susan Bookmyer Same address as above or Email: <a href="mailto:susan.bookmyer@scwa.ca.gov">susan.bookmyer@scwa.ca.gov</a>	<del>Same address as above</del> <a href="mailto:PO74008202@chicago.il.us">PO 74008202</a> <a href="mailto:PO74008202@chicago.il.us">Chicago, IL 60674-8202</a>  <a href="mailto:Wire Payments: Bank of America ML US ABA#081000032 Acct#355004076604">Wire Payments: Bank of America</a> <a href="mailto:Wire Payments: Bank of America ML US ABA#081000032 Acct#355004076604">ML US</a> <a href="mailto:Wire Payments: Bank of America ML US ABA#081000032 Acct#355004076604">ABA#081000032</a> <a href="mailto:Wire Payments: Bank of America ML US ABA#081000032 Acct#355004076604">Acct#355004076604</a>

- 3.1. *Federal Grant Funding:* Consultant is informed and aware that this agreement is funded by a grant from NOAA (award number NA14NMF4630214), which grant is conditioned upon various terms which apply to Consultant. Consultant has reviewed the grant award documents attached hereto as Exhibit E and hereby agrees to comply with them to the extent they apply to a subrecipient.
- 3.2. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance

with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.3. *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.

~~b-c.~~ With respect to performance under this Agreement, Consultant shall employ the following key personnel:

<u>Title</u>	<u>Name</u>
<u>Principal Hydrologic Engineer</u> <u>Vice President</u>	<u>David Ford Engineering</u>

~~e-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. **PAYMENT**

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed ~~\$280,000~~ \$374,412.
  - a. Total costs for Tasks 1-~~12-16~~ shall not exceed ~~\$258,000~~ \$352,412.
  - b. Total costs for Optional Task ~~1317~~, if requested in writing by Sonoma Water, shall not exceed \$22,000.
  - c. No more than \$22,750 will be paid until the draft work plan is submitted.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:

- a. Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Any mark-up shall be included in billed hourly rates. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
  - a. Consultant name
  - b. Name of Agreement
  - c. Sonoma Water's Project Activity Code W0045D035
  - d. Task performed with an itemized description of services rendered by date
  - e. Summary of work performed by subconsultants, as described in Paragraph 14.4
  - f. Time in quarter hours devoted to the task
  - g. Hourly rate or rates of the persons performing the task
  - h. List of reimbursable materials and expenses
  - i. Copies of receipts for reimbursable materials and expenses
- 4.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Breakdown of Costs). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.

## 5. **TERM OF AGREEMENT**

- 5.1. The term of this Agreement shall be from December 18, 2014 ("Effective Date") to June 30, ~~2019~~2020, unless terminated earlier in accordance with the provisions of Article 6 (Termination).

## 6. **TERMINATION**

- 6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma Water's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may ~~immediately~~ terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all materials and work product subject to Paragraph 12.8 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and 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 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

## **7. INDEMNIFICATION**

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

## **8. INSURANCE**

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

**9. PROSECUTION OF WORK**

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

**10. EXTRA OR CHANGED WORK**

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. 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.

**11. CONTENT ONLINE ACCESSIBILITY**

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water/County-managed or Sonoma Water/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.
- 11.3. *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).

- 11.4. *Alternate Format*: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure*: Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water/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 6 (Termination); and/or
  - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- 11.6. *Sonoma Water's Rights Reserved*: Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

## **12. REPRESENTATIONS OF CONSULTANT**

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



- 12.2. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 12.3. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.4. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.5. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply with, and to ensure compliance with from its subcontractors, all applicable federal, state and local laws, regulations, statutes and policies – including but not limited to the County of Sonoma Living Wage Ordinance – applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.6. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex,

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

- 12.7. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the 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 in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 12.8. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

### **13. DEMAND FOR ASSURANCE**

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

circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

#### **14. ASSIGNMENT AND DELEGATION**

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2 above:
- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant. 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 Request for Proposals (RFP) 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 RFP.
  - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 14.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

- 15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

**16. MISCELLANEOUS PROVISIONS**

- 16.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 16.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 16.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 16.10. *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 14/15-065 ~~DE~~

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

Approved as to form:

By: \_\_\_\_\_  
Elizabeth Coleman  
Deputy County Counsel

Insurance Documentation is on file with  
Sonoma Water

Date/TW Initials: 10/15/18 crt

**Sonoma County Water Agency**

**HDR Engineering, Inc.**, a Nebraska corporation

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
February 26, 2019

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

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

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

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

# **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**

- 2.1. Task 1: Draft Text for Work Plan Document Section 6
- a. Coordinate with Army Corps of Engineers (Corps) to identify technical subject matter in which Consultant will analyze.
  - b. Draft a description for identified technical subject matter that includes but is not limited to:
    - i. Flow of data and information within the decision support system (DSS).
    - ii. Data and information flow between agencies, including National Weather Service California-Nevada River Forecast Center (CNRFC), the Corps, State of California Department of Water Resources, and Sonoma Water.
    - iii. Computer hardware and software components of the DSS, including the pathways between analytical tools used by the CNRFC to forecast future inflows and those used by the Corps to assess the efficiency of future releases from the reservoir.
  - c. Review. Submit to Sonoma Water for review.
    - i. First Draft: Prepare the report in draft form in Microsoft Word format and submit to Corps and Sonoma Water for review and approval in accordance with the date listed for this task. Sonoma Water will return 1 copy of the draft report to Consultant with comments or approval in writing.
    - ii. Figures and illustrations shall both be imbedded in the document and provided separately in their native format.
    - iii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit 1 electronic copy and 2 hard copies of the report for Sonoma Water approval.
  - d. Final: Following Sonoma Water approval and prior to Sonoma Water 's acceptance of work under this Agreement, submit the final approved report to Sonoma Water in accordance with the date listed for this task.
  - e. Assist Corps with integration of description.

<b>Deliverable</b>	<b>Due Date</b>
Draft Description	June 1, 2015
Description	June 30, 2015



2.2. Task 2: Draft Text for Work Plan Document Section 7.5

- a. Coordinate with Sonoma Water to identify technical subject matter in which Consultant will analyze.
- b. Prepare a proposal for a feasible analysis method and identify models that can be used to compute and compare economic benefits accrued and benefits foregone if FIRO is implemented.
- c. Review. Submit to Sonoma Water for review.
  - i. First Draft: Prepare the report in draft form in Microsoft Word format and submit to Corps and Sonoma Water for review and approval in accordance with the date listed for this task. Sonoma Water will return 1 copy of the draft report to Consultant with comments or approval in writing.
  - ii. Figures and illustrations shall both be imbedded in the document and provided separately in their native format.
  - iii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit 1 electronic copy and 2 hard copies of the report for Sonoma Water approval.
- d. Final: Following Sonoma Water approval and prior to Sonoma Water 's acceptance of work under this Agreement, submit the final approved report to Sonoma Water in accordance with the date listed for this task.
- e. Assist Sonoma Water and the Steering Committee with integration of description.

<b>Deliverable</b>	<b>Due Date</b>
Draft Proposal	June 1, 2015
Proposal	June 30, 2015

2.3. Task 3: Support Work Plan Document Review

- a. Coordinate with Sonoma Water to integrate Steering Committee work plan authors' contributions into a single draft, make available electronically to reviewers, collect comments in digital form, and manage revisions.
- b. Provide final Work Plan and responses to reviewer comments as a Microsoft Word file to Sonoma Water.

<b>Deliverable</b>	<b>Due Date</b>
Final Work Plan	July 15, 2015

2.4. Task 4: Technical Support

- a. Provide technical support to Sonoma Water and Steering Committee regarding modeling approaches, synthesizing research results and integrating products and findings into FIRO decision support system.
- b. Prepare technical memos as requested by Sonoma Water to document findings.

<b>Deliverable</b>	<b>Due Date</b>
Technical memos	As requested by Sonoma Water

2.5. Task 5: Steering Committee Meetings

- a. Participate in Steering Committee meetings.
- b. Take meeting notes.
- c. Provide follow up research as requested by Sonoma Water.

<b>Deliverable</b>	<b>Due Date</b>
Meeting notes	Within 7 days of meeting
Follow up research	As requested by Sonoma Water

2.6. Task 6: Steering Committee Teleconferences

- a. Participate in Steering Committee teleconferences.
- b. Take teleconference notes.
- c. Provide follow up research as requested by Sonoma Water.

<b>Deliverable</b>	<b>Due Date</b>
Teleconference notes	Within 7 days of meeting
Follow up research	As requested by Sonoma Water

2.7. Task 7: Corps Policies and Programs Advisement

- a. Advise Sonoma Water and Steering Committee on Corps water management and risk management policies and programs.
- b. Research Corps policies as necessary.
- c. Prepare Corps policy and program memos as requested by Sonoma Water to document findings.

<b>Deliverable</b>	<b>Due Date</b>
Corps policy and program memos	As requested by Sonoma Water

2.8. Task 8: Viability Study Report

- a. Oversee analysis required to complete report. Coordinate with assigned Steering Committee members to complete their analysis and prepare their technical reports.
- b. Prepare outline of report:
  - i. Aggregate text from Steering Committee member reports.
  - ii. Provide copy-editing.
- c. Review. Submit to Sonoma Water for review:
  - i. First Draft: Prepare the report in draft form in Microsoft Word format and submit to Corps and Sonoma Water for review and approval in accordance with the date listed for this task. Sonoma Water will return 1

copy of the draft report to Consultant with comments or approval in writing.

- ii. Receive comments and revise to develop final report.
  - iii. Figures and illustrations shall both be imbedded in the document and provided separately in their native format.
  - iv. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit 1 electronic copy and 2 hard copies of the report for Sonoma Water approval.
- d. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved report to Sonoma Water in accordance with the date listed for this task.

<b>Deliverable</b>	<b>Due Date</b>
Draft Viability Study Report	December, 2016
Viability Study Report	February, 2017

## 2.9. Task 9: Review of Sonoma Water FIRO Model

- a. Review the method of coding and algorithms used in the model.
- b. Memorandum: Prepare memorandum detailing what was reviewed, methods used in review, findings from review, and conclusions as follows:
  - i. Contents. Prepare a memo that includes, but is not limited to, the items below.
    - a) Table of Contents
    - b) Summary of review findings
    - c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
    - d) Other information to support the review
  - ii. Review. Submit to Sonoma Water for review.
    - a) First Draft: Prepare the memo in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft memo to Consultant with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft memo and resubmit 1 copy of the memo for Sonoma Water approval.
    - c) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved memo to Sonoma Water in accordance with the date listed for this deliverable.

<b>Deliverable</b>	<b>Due Date</b>
Draft Memorandum	March, 2017
Final Memorandum	Within 7 days of Sonoma Water comments

2.10. Task 10: Support Preliminary Viability Assessment (PVA) Summary Report Review and Revision

- a. Support Sonoma Water in addressing comments made by steering committee members and outside reviewers of the draft PVA Summary Report.
- b. Support in the publication of the final PVA Summary Report.

<b>Deliverable</b>	<b>Due Date</b>
Final Draft PVA Summary Report (exclusive of appendices)	July 1, 2017
Final PVA Summary Report Publication (exclusive of appendices)	Within 14 calendar days of receipt of steering committee comments and availability of complete appendix information

2.11. Task 11: Support for Major Deviation Request

- a. Support Sonoma Water in preparing a formal request to Corps for a major deviation from Lake Mendocino Water Control Manual operation.
- b. Prepare a memo listing analysis requirements by the Corps and share that memo with the project team.
  - i. Review. Submit to Sonoma Water for review.
    - a) First Draft: Prepare the memo in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft memo to Consultant with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft memo and resubmit 1 copy of the memo for Sonoma Water approval.
    - c) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved memo to Sonoma Water in accordance with the date listed for this deliverable.
- c. Coordinate with the Corps San Francisco District and South Pacific Division to confirm the analysis completed satisfies requirements agreed to by the Corps at the onset of the task, as summarized in the memo prepared in subtask a.
- d. Attend up to four meetings with Sonoma Water at times and locations to be determined.

<b>Deliverable</b>	<b>Due Date</b>
Draft Major Deviation Analysis Requirements Memo	July 28, 2017
Final Major Deviation Analysis Requirements Memo	Within 14 calendar days of receiving Sonoma Water approval of draft

## 2.12. Task 12: Prepare HEC-ResSim Model

- a. Coordinate and collaborate with Sonoma Water and HEC to devise, test, and implement a procedure for incorporating the algorithms of Sonoma Water's Lake Mendocino Ensemble Forecast Operations model into a HEC-ResSim model of the Russian River System.
- b. Prepare a memo describing the proposed procedure including conceptual illustrations.
  - i. Review. Submit to Sonoma Water for review.

~~d)~~a) First Draft: Prepare the memo in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft memo to Consultant with comments or approval in writing.

~~e)~~b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft memo and resubmit 1 copy of the memo for Sonoma Water approval.

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

~~f)~~c. Refine the HEC-ResSim Model as needed, after discussion and approval in writing by Sonoma Water, and provide email summaries to Sonoma Water describing the modifications.

Deliverable	Due Date
Draft Modeling Procedure Memo	August 31, 2017
Final Modeling Procedure Memo	Within 14 calendar days of receiving Sonoma Water approval of draft
<u>Email Summaries</u>	<u>Within 7 calendar days of each modification</u>

## 2.13. Task 13: Technology Transfer Workshop

- a. Conduct a one-day workshop at Sonoma Water for up to 10 people.
- b. Prepare instructional materials including, but not limited to, to include an agenda, instruction manual, and a DSS test case with documentation and required datasets for a hypothetical operation of water year 2017.
  - i. Review. Submit to Sonoma Water for review.

- a) First Draft: Prepare instructional materials in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy to Consultant with comments or approval in writing.
- b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft instructional materials and resubmit 1 copy for Sonoma Water approval.
- c) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved instructional materials to Sonoma Water in accordance with the date listed for this deliverable.

<u>Deliverable</u>	<u>Due Date</u>
<u>Workshop</u>	<u>No later than November 15, 2018</u>
<u>Draft Instructional Materials</u>	<u>No later than 14 calendar days before scheduled workshop date.</u>
<u>Final Instructional Materials</u>	<u>At workshop</u>

#### 2.14. Task 14: Coordinate FIRO Team Meetings and Calls

- a. Coordinate FIRO team meetings and conference calls for a minimum of two hours per month.
- b. Prepare agenda for each meeting
  - i. First Draft: Prepare agenda for each meeting and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy to Consultant with comments or approval in writing.
  - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft agenda and resubmit 1 copy for Sonoma Water approval.
  - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved agenda to Sonoma Water in accordance with the date listed for this deliverable.
- c. Participate in person (two Consultant staff members) in two meetings with Scripps Institute of Oceanography in San Diego, California.
- d. Participate in person (two Consultant staff members) in two meetings with FIRO team members at Sonoma Water offices in Santa Rosa, California.
- e. Submit a summary of action items and decisions reached after each FIRO team meeting and conference call.

<u>Deliverable</u>	<u>Due Date</u>
<u>Draft Agenda</u>	<u>Within 10 calendar days before each FIRO team meeting, workshop, or conference call</u>

<u>Final Agenda</u>	<u>Within 2 calendar days of receiving Sonoma Water approval of draft</u>
<u>Meeting Summary</u>	<u>Within 7 calendar days of each FIRO team meeting or conference call</u>

## 2.15. Task 15: Identify Enhancements of the FIRO-DSS

- a. Identify potential enhancements (new or refined functionality) to the FIRO-DSS considering the work of other FIRO team members.
- b. Submit a technical memorandum identifying enhancements that can be made to the FIRO-DSS.
  - i. Review. Submit to Sonoma Water for review.
  - d) First Draft: Prepare the memo in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft memo to Consultant with comments or approval in writing.
  - e) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft memo and resubmit 1 copy of the memo for Sonoma Water approval.
  - f) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved memo to Sonoma Water in accordance with the date listed for this deliverable.

<u>Deliverable</u>	<u>Due Date</u>
<u>Draft Technical Memorandum</u>	<u>May 31, 2018</u>
<u>Final Technical Memorandum</u>	<u>Within 14 calendar days of receiving Sonoma Water approval of draft</u>

## 2.16. Develop Work Plan

- a. Develop a work plan for the development and evaluation of FIRO alternative that is similar to forecast-based alternative that was developed for the Folsom Reservoir located in Folsom, California, which includes, but is not limited to, the items below.
  - i. Table of Contents
  - ii. Summary of work plan
  - iii. A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
  - iv. Other information to support the work plan or as requested by Sonoma Water.
- b. Coordinate with Sonoma Water and USACE staff to identify operational objectives and constraints of this alternative and the evaluation metrics.
- c. Submit work plan to Sonoma Water for review.

- i. First Draft: Prepare the work plan in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft report to Consultant with comments or approval in writing.
- ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the workplan and resubmit 1 copy for Sonoma Water approval.
- iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved work plan to Sonoma Water in accordance with the date listed for this deliverable.

<u>Deliverable</u>	<u>Due Date</u>
<u>Draft Work Plan</u>	<u>January 15, 2019</u>
<u>Final Work Plan</u>	<u>Within 14 calendar days of receiving Sonoma Water approval of draft</u>

2.13.2.17. Optional Task ~~1317~~: Additional Services

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

<b>Deliverable</b>	<b>Due Date</b>
To be determined	To be determined

### 3. **DELIVERABLES**

- 3.1. Submit one electronic copy in PDF format (emailed, ~~or~~ on CD, or via internet) ~~and three hard copies~~ of each final deliverable to Sonoma Water.
- 3.2. Comply with requirements of Paragraph 11 (Content Online Accessibility).



## Exhibit B

### Schedule of Costs

Original Agreement through Fourth Amended Agreement

PERSONNEL	
Title	Rate per hour
Principal Engineer VIII	\$287.24
Engineer IV	\$139.27
Principal Technical Specialist VII	\$175.53
Senior Technical Specialist VI	\$145.45
Technical Specialist IV	\$116.45
Technical Specialist III	\$101.71
Administrative	\$83.11
EXPENSES	
Item	Cost
Mileage for personal car	\$0.56 per mile
Parking, tolls, and photocopies	Not to exceed \$110

**Schedule of Costs**  
**Fifth Amended Agreement**

<b><u>PERSONNEL</u></b>	
<b><u>Title</u></b>	<b><u>Rate per hour</u></b>
<u>Principal Engineer VIII</u>	<u>\$295.86</u>
<u>Principal Engineer VII</u>	<u>\$217.74</u>
<u>Senior Engineer VI</u>	<u>\$193.29</u>
<u>Senior Engineer V</u>	<u>\$162.76</u>
<u>Engineer IV</u>	<u>\$143.45</u>
<u>Engineer III</u>	<u>\$132.24</u>
<u>Associate Engineer II</u>	<u>\$83.29</u>
<u>Associate Engineer I</u>	<u>\$73.40</u>
<u>Principal Technical Specialist VII</u>	<u>\$180.80</u>
<u>Senior Technical Specialist VI</u>	<u>\$149.81</u>
<u>Senior Technical Specialist V</u>	<u>\$132.90</u>
<u>Technical Specialist IV</u>	<u>\$119.94</u>
<u>Technical Specialist III</u>	<u>\$104.76</u>
<u>Administrative</u>	<u>\$85.60</u>
<b><u>EXPENSES</u></b>	
<b><u>Item</u></b>	<b><u>Cost</u></b>
<u>Mileage for personal car</u>	<u>current IRS rate</u>
<u>Parking, tolls, and photocopies</u>	<u>Not to exceed \$110</u>
<u>Travel costs (to be pre-approved by Sonoma Water):</u>	
• <u>Airfare</u>	<u>Not to exceed \$800</u>
• <u>Per Diem</u>	<u>Not to exceed \$1,386</u>

# Exhibit C

## Estimated Breakdown of Costs

Original Agreement, Tasks 1-3									
Task	Prim engr VIII	Prim engr VII	Sr engr VI	Sr engr V	Engr IV	Engr III	Labor hours		
	287,294	202,711	171,441	146,660	139,277	186,871	Asso engr II	Prin tech spec VII	Admin
							87,350	175,530	101,171
1. Prepare draft Section 6	16				40		8	24	8
2. Prepare draft Section 7.5	16								9,018
3. Support review and refinement									22,979
Labor subtotal Tasks 1-3	32				40		8	24	4
Direct cost									24,647
Mileage	400	mi @	\$0.56/mi		(assumes 2 RT to SCWA office)				224
Other costs									0
Total									224
Total cost, Tasks 1-3									
Labor (includes all indirect cost, profit)									24,647
Direct cost									224
Total									24,871
First Amended Agreement, Tasks 4-9, 10									
Labor									
Task									
4. Technical Support	40								11,490
5. Participate in Steering Committee Meetings	16								4,596
6. Participate in Steering Committee	12								3,447
7. Teleconferences	40								11,490
8. Corps Policies and Programs Advisement	40								11,490
9. Mobility Study Report	40								17,308
Labor subtotal Tasks 4-9	148							40	48,330
Optional Task									20,000
Labor subtotal Tasks 4-9, 10									68,330
Direct cost									560
Mileage	1000	mi @	\$0.56/mi		(assumes 5 RT to SCWA office)				110
Other costs									670
Total									670
Total cost, Tasks 4-9, 10									
Labor									69,000
Task									
8. Mobility Study Report	40								11,490
9. Model Review Memo	4				120			40	23,679
Labor subtotal Tasks 8 and 9	44				120			40	35,169
Direct cost									35,169
Mileage	600	mi @	\$0.56/mi		(assumes 3 RT to SCWA office)				336
Other costs									164
Total									500
Total cost, Tasks 8-9									
Labor									35,669
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									149,947
Direct cost									0
Mileage	0	mi @	\$0.56/mi						0
Other costs									0
Total									0
Total cost, Tasks 10-12, 13									
Labor									149,947
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									149,947
Direct cost									0
Mileage	0	mi @	\$0.56/mi						0
Other costs									0
Total									0
Total cost, Tasks 10-12, 13									
Labor									149,947
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									149,947
Direct cost									0
Mileage	0	mi @	\$0.56/mi						0
Other costs									0
Total									0
Total cost, Tasks 10-12, 13									
Labor									149,947
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									149,947
Direct cost									0
Mileage	0	mi @	\$0.56/mi						0
Other costs									0
Total									0
Total cost, Tasks 10-12, 13									
Labor									149,947
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									149,947
Direct cost									0
Mileage	0	mi @	\$0.56/mi						0
Other costs									0
Total									0
Total cost, Tasks 10-12, 13									
Labor									149,947
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									149,947
Direct cost									0
Mileage	0	mi @	\$0.56/mi						0
Other costs									0
Total									0
Total cost, Tasks 10-12, 13									
Labor									149,947
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									149,947
Direct cost									0
Mileage	0	mi @	\$0.56/mi						0
Other costs									0
Total									0
Total cost, Tasks 10-12, 13									
Labor									149,947
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									149,947
Direct cost									0
Mileage	0	mi @	\$0.56/mi						0
Other costs									0
Total									0
Total cost, Tasks 10-12, 13									
Labor									149,947
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									149,947
Direct cost									0
Mileage	0	mi @	\$0.56/mi						0
Other costs									0
Total									0
Total cost, Tasks 10-12, 13									
Labor									149,947
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									149,947
Direct cost									0
Mileage	0	mi @	\$0.56/mi						0
Other costs									0
Total									0
Total cost, Tasks 10-12, 13									
Labor									149,947
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									149,947
Direct cost									0
Mileage	0	mi @	\$0.56/mi						0
Other costs									0
Total									0
Total cost, Tasks 10-12, 13									
Labor									149,947
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									149,947
Direct cost									0
Mileage	0	mi @	\$0.56/mi						0
Other costs									0
Total									0
Total cost, Tasks 10-12, 13									
Labor									149,947
Task									
10. Support PVA Summary Report Review and	56								30,059
Revision	80								22,979
11. Support for Major Deviation Request	40				248				74,908
Prepare HEC-RasSim Model	40								248
Labor subtotal Tasks 10-12	176				248				368
Optional Task - Additional Services									22,000
Labor subtotal Tasks 10-12, 13									

## Estimated Breakdown of Costs

Labor hours																
Original Agreement, Tasks 1-3	PM owner 100	PM owner 50	SC owner VI	SC owner V	PM owner IV	PM owner III	PM owner II	PM owner I	PM/tech team VI	SC/tech team VI	PM/tech team IV	PM/tech team II	Admin			
	287.24	229.77	173.49	128.86	119.37	108.87	87.33	68.44	279.33	143.49	118.49	107.77	83.77			
Task:														Cost	Revenue	
1 Prepare draft Section 6	24				40				8		8			12,302		
2 Prepare draft Section 7.9	24									24				8,028		
3 Support review and refinement					40						24		8	9,322		
Labor subtotal Tasks 1-3	48				80				8	24	40		8	30,652		
Direct cost:																
Materials	400	int @	\$0.56/mt	(assumes 2 RT to SCWA office)											224	
Other costs														0		
Total														224		
Total cost, Tasks 1-3																
Labor (includes all indirect cost, profit)														30,652		
Direct Cost														224		
Total														30,876	\$ 30,000	
Fifth Amended Agreement, Tasks 4-8																
Task:																
4 Technical Support	40													11,480		
5 Participate in Steering Committee Meetings	16													4,996		
6 Participate in Steering Committee Teleconferences	12													3,647		
7 Create Policies and Procedures Adjustment	40													11,480		
8 Verify Study Report	40										40			27,028		
Labor subtotal Tasks 4-8	136										40			38,631		
Labor subtotal Tasks 4-8, 17														38,631		
Direct cost:																
Materials	1000	int @	\$0.56/mt	(assumes 3 RT to SCWA office)											560	
Other costs														120		
Total														680		
Total cost, Tasks 4-8, 17																
Labor														38,631	\$ 40,000	
Direct Cost														680		
Total														39,311		
Seventh Amended Agreement, Task 9																
Task:																
9 Model Review Memo	44				120						40			39,149		
Labor subtotal Task 9	44				120						40			39,149		
Direct cost:																
Materials	400	int @	\$0.56/mt	(assumes 3 RT to SCWA office)											224	
Other costs														180		
Total														404		
Total cost, Task 9																
Labor														39,149	\$ 40,000	
Direct Cost														404		
Total														39,553		
Fourth Amended Agreement, Task 10-12																
Task:																
10 Support PDR Summary Report Review and Revision	56										120			30,089		
11 Support for Major Deviation Request	80													22,879		
12.08 Prepare LDC-Operation Manual	40				248						248			24,828		
Labor subtotal Tasks 10-12	176				248						368			327,847		
12.09 Develop Task - Additional Services														23,000		
Labor subtotal Tasks 10-12, 17														349,847		
Direct cost:																
Materials	0	int @	\$0.56/mt												0	
Other costs														0		
Total														0		
Total cost, Tasks 10-12																
Labor														349,847	\$ 350,000	
Direct Cost														0		
Total														349,847		
PM's Amended Agreement, Tasks 12C, 13-16																
Task:																
12C Ongoing development of the PDR DMS version 1.0	2			24							16			7,016.24		
13 Technical Interface	12			48							80			20,403.20		
14 Participate in PDR team meetings and calls	48			72										31,878.20		
15 Identify enhancements of the PDR DMS	8			24							8			4,292.22		
16 Develop a business plan for the PDR	16			24							16			23,526.22		
Labor subtotal for all tasks	112		0	212		0	0	0	0	0	140		0	91,771.58		
Direct cost:																
Materials Task 12 (Print Business to General Note)	212	int @	40.00/mt												18,560.00	
Materials Task 14 (Print Business to General Note)	424	int @	40.00/mt												37,120.00	
Materials Task 16 (Print Business to General Note)	212	int @	40.00/mt												18,560.00	
Per diem	8	int @	62.10/day												496.80	
Other Materials to Gen Devol	8	int @	820.00/mt												6,560.00	
Other costs														0.00		
Direct cost subtotal														74,736.80		
Total cost, Tasks 12C, 13-16																
Labor subtotal for all tasks														91,771.58	\$ 91,771.58	
Direct cost														74,736.80		
Total														166,508.38		
TOTAL																
Original Agreement and First, Second, Third, Fourth, and Fifth Amended Agreements															\$ 374,413	

## **Exhibit D**

### **Insurance Requirements**

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

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

#### **1. INSURANCE**

##### **1.1. Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.
- e. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

##### **1.2. General Liability Insurance**

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of Excess or 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 the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
  - ii. Certificate of Insurance.

#### 1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

#### 1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- 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 Insurance: Certificate of Insurance.

1.5. Standards for Insurance Companies

a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.6. Documentation

a. The Certificate of Insurance must include the following reference: TW 14/15-065.

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

c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, its officers, agents, and employees, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.

d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.

e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

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

1.8. Material Breach

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

## **Exhibit E**

### **Grant Award Documents**

(Appears on following page)

To be added to final PDF for signature