

Agreement for Engineering Design of SVCSD Sewer Trunk Main Replacement Phase 4C and Phase 5

This agreement ("Agreement") is by and between **Sonoma Valley County Sanitation District** ("District") and **Woodard & Curran, Inc.**, a Maine corporation ("Consultant"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Consultant certifies that it is a Maine 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 gravity pipeline design and related services.
- B. On June 10, 2015 the San Francisco Bay Regional Water Quality Control Board issued a Cease and Desist Order No. R2-2015-0032 (CDO) to District in response to reoccurring sanitary sewer overflows in the collection system.
- C. The CDO includes construction mandates which District must satisfy. District compliance with the mandates in the CDO is expected to greatly reduce or eliminate future sanitary sewer overflows in the collection system.
- D. Construction of the trunk main replacement Phase 4C and Phase 5 projects involve the replacement of deteriorating, undersized pipelines with larger pipelines to increase the capacity of the collection system and eliminate sanitary sewer overflows.
- E. To comply with the CDO mandates, construction of Phase 4C must be completed by October 31, 2022, and construction of Phase 5 must be completed by October 31, 2024.
- F. Sonoma County Water Agency operates and manages District under contract with District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of Districts.
- G. Concurrent Resolution No. 04-0547, dated June 8, 2004, authorizes Sonoma County Water Agency's General Manager to execute amendments to agreements related to the construction of projects (e.g., architectural design, engineering, inspection, etc.) so long as certain conditions are met, up to a maximum of \$50,000.

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: Phase 4C Schedule and Submittals
- c. Exhibit C: Phase 5 Schedule and Submittals
- d. Exhibit D: Services Not Included in Agreement
- e. Exhibit E: Schedule of Costs
- f. Exhibit F: Estimated Budget for Scope of Work
- g. Exhibit G: Insurance Requirements

3. **SCOPE OF SERVICES**

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

District	Consultant
Project Manager: James Griggs 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1924 Email: James.Griggs@scwa.ca.gov Construction Management Principal Engineer: Mike West Phone: 707-547-1984 Email: Mike.West@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, CA 95403-9019	Contact: Michael Matson 2175 N. California Blvd, Ste. 315 Walnut Creek, CA 94596 Phone: 925-627-4120 Email: mmatson@woodardcurran.com
Remit invoices to: Accounts Payable Same address as above or	Remit payments to: Woodard & Curran, Inc. P.O. Box 55008 Boston, MA 02205-5008 OR

District	Consultant
Email: ap_agreements@scwa.ca.gov	ACH Transfer: TD Bank Falmouth, ME Routing #211274450 Account #2427662596 Credit to: Woodard & Curran, Inc. 41 Hutchins Drive Portland, ME 04102

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

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from District.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by District to be key personnel whose services were a material inducement to District to enter into this Agreement, and without whose services District would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of District.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. **PAYMENT**

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$524,315.
- a. Total costs for Tasks 1-11 shall not exceed \$477,315.
 - b. Total costs for Optional Task 12, if requested in writing by District, shall not exceed \$47,000.
 - c. No more than \$471,883.50 will be paid until the 99% Design Submittal for Phase 4C 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 E (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit E. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by District. The bills shall show or include:
- a. Consultant name
 - b. Name of Agreement
 - c. District's Project-Activity Codes:
 - i. Phase 4C: V0142C001
 - ii. Phase 5: V0164C001
 - d. Task performed with an itemized description of services rendered by date
 - e. Summary of work performed by subconsultants, as described in Paragraph 15.4
 - f. Time in quarter hours devoted to the task
 - g. Hourly rate or rates of the persons performing the task
 - h. List of reimbursable materials and expenses
 - i. Copies of receipts for reimbursable materials and expenses
- 4.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 11 (2.11.b) of Exhibit A.
- 4.5. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit F (Estimated Budget for Scope of Work). Exhibit F will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.
- 4.6. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by District for services performed. Payments shall be

made only upon the satisfactory completion of the services as determined by District.

4.7. *Taxes Withheld by District:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, District shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Consultant does not qualify, as described in Paragraph 4.7.a, District requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.7.a, then District requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify District of any changes in the facts. Forms should be sent to District pursuant to Article 17 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide District with either a full or partial waiver from the State of California.

5. **TERM OF AGREEMENT AND COMMENCEMENT OF WORK**

- 5.1. *Term of Agreement:* This Agreement shall expire on December 31, 2022, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. **TERMINATION**

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

Consultant written notice of such termination, stating the reason for termination.

- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to District all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.10 and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by District, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if District terminates the Agreement for cause pursuant to Paragraph 6.3, District shall deduct from such amounts the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and Sonoma Valley County Sanitation District, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency and Sonoma Valley County Sanitation District, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that 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 or Sonoma Valley County Sanitation District's part, but, to the extent required by law, excluding liability due to Sonoma County Water Agency or Sonoma Valley County Sanitation District's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. California Civil Code 2782.8 is expressly incorporated herein and modifies this indemnity provision as required by law.

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 G (Insurance Requirements).

9. PROSECUTION OF WORK

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

10. EXTRA OR CHANGED WORK

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that District personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of District.

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* District policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a District managed or District funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and District's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 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 District 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 District's Web Site Accessibility Policy shall be the responsibility of Consultant. If District, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any District managed or District funded Web site does not comply with District Accessibility Standards, District will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to District, repair or replace the non-compliant materials within such period of time as specified by District in writing. If the required repair or replacement is not completed within the time specified, District shall have the right to do any or all of the following, without prejudice to District's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for District, District may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by District in connection with such changes or repairs.
- 11.6. *District's Rights Reserved*: Notwithstanding the foregoing, District may accept deliverables that are not strictly compliant with District Accessibility Standards if District, in its sole and absolute discretion, determines that acceptance of such products or services is in District's best interest.

12. 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 District and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant

expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

- 12.2. *Communication with District's Contractor:* All communication shall be between Consultant and District. Consultant shall have no authority to act on behalf of District, to stop work, to interpret conditions of the construction contract, or to give direction to District's contractor. Nothing in this provision shall serve to limit Consultant's responsibility to provide such engineering or related services as are required to complete other work or correct any errors or omissions of Consultant in the performance of services under this Agreement.
- 12.3. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 12.4. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish District with proof of payment of taxes on these earnings.
- 12.5. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to District for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.6. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by District, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with District within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

- 12.7. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.8. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.9. *Assignment of Rights:* Consultant assigns to District all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the 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 District in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. 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 District.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to District all such documents, which have not already been provided to District in such form or format as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or

generated in any way through this Agreement without the express written permission of District.

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

13. PREVAILING WAGES

- 13.1. *General:* Consultant shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at District and will be made available to any person upon request.
- 13.2. *Subcontracts:* Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- 13.3. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall

be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

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

14. DEMAND FOR ASSURANCE

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

15. ASSIGNMENT AND DELEGATION

- 15.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 15.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:

Name	Type of Services	Prevailing Wages Apply? Y/N
Bess Utility Solutions	Potholing	Y
McMillan Jacobs Associates	Geotechnical Investigation, Drilling	Y

- 15.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 15.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 15.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 15.2:
- a. Prior to entering into any contract with subconsultant, Consultant shall obtain District approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of District in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 15.4. *Summary of Subconsultants' Work:* Consultant shall provide District with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

16. MEDIATION OF DISPUTES

- 16.1. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, District and Consultant agree first to try in good faith to settle the dispute by mediation. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. If the dispute also involves claims against or by a construction contractor who has used or otherwise relied on any work product of Consultant, the Parties agree that the mediation required by this Article 16 will include the construction contractor as a participant. The cost of mediation shall be equally shared by the participating parties. Unless the participation of a construction contractor is required and that indispensable contractor is subject to an incompatible stipulation with District with regard to the same matters, the parties further agree that:
- a. The mediation shall be conducted in Santa Rosa, California.
 - b. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.

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

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

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

18. MISCELLANEOUS PROVISIONS

- 18.1. *Limitation of Damages:* Neither party shall be responsible or liable to the other for special, indirect or consequential damages. This provision is inapplicable to damages covered by Consultant's insurance coverage.
- 18.2. *No Bottled Water:* In accordance with District Board of Directors Resolution No. 09-0920, dated September 29, 2009, no District funding shall be used to purchase single-serving, disposable water bottles for use in District facilities or at District-sponsored events. This restriction shall not apply when potable water is not available.
- 18.3. *No Waiver of Breach:* The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 18.4. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be

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

- 18.5. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 18.6. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 18.7. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 18.8. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 18.9. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 18.10. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 18.11. *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 18/19-090

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

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel


Insurance Documentation is on file with
District

Date/TW Initials: 3/28/19 Imc

**Sonoma County Water Agency and Sonoma
Valley County Sanitation District**

Woodard & Curran, Inc., a Maine corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
April 16, 2019

By: 

Michael H. Matson
(Please print name here)

Title: Senior Vice President

Date: _____

Date: 3/29/2019

DIR Registration #: 1000046744

Exhibit A

Scope of Work

1. GENERAL

- 1.1. Consultant agrees to perform obligations described in this Agreement and to furnish necessary engineering skills, services, labor, supplies, supervision, and material required to perform and complete the Project, all in compliance with Sonoma County Water Agency's Design and Construction Standards for Sanitation Facilities.
- 1.2. By execution of this Agreement, Consultant warrants that it has carefully examined the Project site and has satisfied itself of local and any special conditions affecting this Scope of Work. Tests, survey results, geotechnical reports, or other data or information, whether furnished by District, or referenced in this Agreement, are for the Consultant's convenience. District does not guarantee that such tests or preliminary investigations or other data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. Consultant shall satisfy itself as to the accuracy or interpretation of such tests or survey results or other information or data.

2. TASKS

- 2.1. Task 1: Phase 5 Hazardous Waste Assessment
 - a. Complete a Phase I ESA consistent with the American Society for Testing and Materials (ASTM) International Standard for Phase I ESAs for the Site. The purpose of the Phase I ESA is to assess: (1) the presence or absence of recognized environmental conditions (RECs) and (2) the potential environmental liabilities associated with the Phase 5 proposed alignments. RECs are defined as "the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment."
 - b. Complete the Phase I ESA in general conformance with the ASTM International Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E 1527-13) and the United States Environmental Protection Agency (EPA) All Appropriate Inquiry (AAI) rule (40 CFR Part 312).
 - c. The following are assumptions pertaining to this task:
 - i. The investigation activities conducted at the Site will be conducted by Consultant expressly for the District. The evaluations, assessments, and findings contained in the report will represent Consultant's professional judgment and opinions based solely on the information collected made while completing this Phase I ESA.

- ii. Access to the Site will be provided by District on mutually agreed to time and date. Any limitations to our observations will be noted in the report.
- iii. In the event conditions differ from those described in the report, modify, as appropriate, the assessments and conclusions given in the report.
- iv. The information provided in the report prepared by Consultant is not suitable for any other use without adaptation for the specific use intended. Any such reuse of or reliance upon the information, assessments, or conclusions contained in any report prepared by Consultant without adaptation shall be at the sole liability of the party undertaking the reuse.

2.2. Task 2: Rights-of-Way

- a. District will acquire such permissions or rights necessary for Consultant and District to gain lawful entry into, across, over or upon property not owned by District, which are necessary for investigations, surveys, or studies required for Consultant to provide the services described in this Scope of Work. The acquisition of permissions and rights typically required for projects with services similar to those Consultant shall provide under this Scope of Work, and the activities (public information and outreach) that are occasionally desirable and necessary to facilitate those acquisitions, can be time consuming and lengthy processes. Therefore, at the project Kick-off meeting and thereafter, Consultant shall identify the necessary acquisitions, coordinate with District in a timely manner to allow District to obtain the permission or legal rights required, and shall set and adjust the schedule and timing of Consultant's services and activities required under this Scope of Work as needed.
- b. District will provide information to Consultant describing existing-sewer easements and rights-of-way for Phase 4C.
- c. Include representation of existing easements and rights-of-way on the Construction Drawings prepared under Task 6.
- d. Prepare easement and ROW sketches in AutoCAD format for recommended easement and ROW acquisitions for Phase 5.

2.3. Task 3: Cost Estimates

- a. Prepare a Statement of Probable Construction Costs broken down by bid item, and revise as required herein. Provide estimated quantities for unit priced items. Construction cost estimates will be prepared consistent with recommendations from AACE, International publication 56R-08 for the appropriate level of project development.

2.4. Task 4: Phase 4C Preliminary Design Services

- a. Preliminary Design:
 - i. Consult with District to define and clarify District's requirements for the Project and available data and documentation.

- ii. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Consultant including, but not limited to, County of Sonoma encroachment permit.
 - iii. Review proposed project solution and identify refinements to improve ability to permit, construct, and access for routine operations and maintenance activities. After consultation with District, recommend to District those solutions that in Consultant's judgment meet District's requirements for the Project.
 - iv. Identify key utility locations and identify utility conflicts, if any. Initiate a utility records information request using the USA North utility owner database and design inquiry. Contact utility owners to notify them of the project and to request available information on their utility improvements in the project vicinity (Utility 'A' letter). Provide follow-up notification (Utility 'B' letter) during the 30% design development work, including providing the utility owners with the design mapping depicting their utility locations based on information received in response to the Utility 'A' letter, and requesting confirmation that their utility facilities have been shown properly. Compile the utility information received and log correspondence with utility owners.
 - v. If sewer main damage is observed, attempt to determine and inform District's Project Manager of the Consultant's opinion of the likely cause.
 - vi. Following any investigation(s) at the Project site, return site to pre-existing conditions, including filling holes and excavations, and grading as required.
- b. Phase 4C Design Report:
- i. Prepare a design report for the Phase 4C Project (Phase 4C Design Report) that analyzes trunk sewer capacity improvement for Phase 4C and that includes the following:
 - a) Title page with name of Project, name of preparer, preparer's company name and address, and date
 - b) Table of Contents
 - c) A summary of results and findings
 - d) Design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternative solutions available to District that Consultant recommends
 - e) A description of the work performed, including methodology, a detailed description of the inspections performed, literature reviewed, documents and records reviewed, and individuals and agencies contacted
 - f) Construction cost estimate itemized by bid item, as described in paragraph 2.3
 - g) Appendix, including copies of documents, photographs, manufacturer's literature, and other records deemed appropriate

- h) Schematic drawings or sketches for alternative trenchless reaches, and tables, figures, or exhibits the Consultant deems necessary to illustrate the recommended Project
- i) Other information to support the recommendations
- ii. Submit draft of Design Report to District for review and approval. Prepare for and conduct a review workshop with the District to identify and address District comments on the draft Design Report.
- iii. Incorporate District comments on draft Design Report into final Design Report.

2.5. Task 5 – Phase 5 Preliminary Design Services

- a. Consult with District to define and clarify District's requirements for the Project and available data.
- b. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Consultant including, but not limited to, County of Sonoma encroachment permit.
- c. Identify and evaluate at least 3 alternative solutions available to District for Phase 5 and, after consultation with District, recommend to District those solutions that in Consultant's judgment meet District's requirements for the Project. Include at least the following alternatives: 1) remove and replace existing sewer; 2) parallel relief sewer; and 3) relocation of existing sewer.
- d. Identify key utility locations and identify utility conflicts, if any. Initiate a utility records information request using the USA North utility owner database and design inquiry. Compile the utility information received and log correspondence with utility owners.
- e. Conduct a geotechnical investigation for the proposed Phase 5 alignment including securing soil samples, performing laboratory testing, analyzing results and preparing recommendations for design of the Phase 5 Trunk Main project. Soil boring cuttings will be disposed of by spreading. If cuttings are suspected to be contaminated, they will be containerized for District handling and disposal.
- f. If sewer main damage is observed, attempt to determine and inform District's Project Manager of the Consultant's opinion of the likely cause.
- g. Following any investigation(s) at the Project site, return site to pre-existing conditions, including filling holes and excavations, and grading as required.
- h. Phase 5 Design Report:
 - i. Prepare a design report for the Phase 5 Project (Phase 5 Design Report) that analyzes alternative trunk sewer capacity improvement projects and that includes the following:
 - a) Title page with name of Project, name of preparer, preparer's company name and address, and date
 - b) Table of Contents

- c) A summary of results and findings
- d) Design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternative solutions available to District that Consultant recommends
- e) A description of the work performed, including methodology, a detailed description of the inspections performed, literature reviewed, documents and records reviewed, and individuals and agencies contacted
- f) Construction cost estimate itemized by bid item, as described in paragraph 2.3
- g) Appendix, including copies of documents, photographs, manufacturer's literature, Geotechnical Design Report, and other records deemed appropriate
- h) Schematic drawings, sketches, and exhibits as necessary to illustrate the recommended Project
- i) A map of location of proposed Phase 5 facilities using available GIS or scalable aerial imagery for background. Indicate preliminary project alignment.
- j) Other information to support the recommendations
- ii. Submit draft of Design Report to District for review and approval.
- iii. Incorporate District comments on draft Design Report into final Design Report.
- i. Meeting Information:
 - i. Arrange, attend, prepare agendas for, and conduct meetings at each design stage. A total of one kick-off meeting, one Design Workshop to review preliminary findings and recommendations prior to issuance of the draft Design Report.
 - ii. Prepare technical memorandum summarizing design parameters.
 - iii. At meetings, discuss the progress and direction of the design. Advise District in writing how District comments impact Project scheduling and cost.
 - iv. Prepare meeting minutes for each meeting.
 - v. Meetings shall be held at District's Office, 404 Aviation Boulevard, Santa Rosa, California.

2.6. Task 6 – Design of Trunk Main Phase 4C:

- i. Prepare Project design for Phase 4C, as recommended in District-approved Design Report.
- ii. Identify and perform sufficient site investigation(s) for purpose of developing Project design.
 - a) Pothole to locate underground utilities expected to be within one vertical foot or two horizontal feet of the designed facilities. Survey to three-dimensionally locate the potholed utilities will be performed by

the District and provided to the Consultant in Microsoft Excel tabulation format and as an update to the project mapping files. Up to 15 potholes will be performed along the Phase 4C alignment. Document pothole data in a pothole report, including description of the potholed utility, size, depth, photos.

- b) Following any investigation(s) at the Project site, return site to pre-existing conditions, including filling holes and excavations, and grading as required by encroachment permit. Soil derived from field investigations will be disposed of by spreading at a District-approved location. If soil is suspected as being contaminated, it will be containerized and Consultant shall request from the District an appropriate location for transporting containerized soil.
- iii. Prepare a Design Notebook. The Design Notebook shall be a loose-leaf notebook containing, as appropriate, copies of the Design Report, stamped and signed design calculations, conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, engineering sketches, schematic layouts, product and material selection evaluation, alternate solutions available to District that Consultant recommends, and supporting information pertaining to the design of the Project. The design calculations and engineering sketches shall be in sufficient detail to design the Project with its appurtenances. The Design Notebook shall include a technical memorandum summarizing the design parameters. The format of the Design Notebook will be updates and modifications to the Design Report.
- iv. Prepare a detailed construction cost estimate for the Project as described in paragraph 2.3.
- v. Prepare a preliminary construction schedule using MS Project showing the anticipated timeframe for completing construction of major units. Use a simple bar chart approach for each item and indicate the anticipated critical path of construction.
- b. Additional Requirements:
 - i. Obtain encroachment permits as required for inclusion in the Project specifications from the County of Sonoma Permit and Resource Management Department.
 - a) Initiate the permit application and obtain preliminary permit requirements.
 - ii. Obtain construction requirements from utility owners. Prepare utility mapping from obtained utility owner records and using District-provided base mapping.
 - iii. Identify requirements, if any, which District may not have identified. Applicable requirements include, but are not limited to, provisions in the permits (where applicable), easements, and local ordinances.
 - iv. Incorporate known applicable requirements into Project.

- c. Design Stages and Meetings:
 - i. Advance the design in the following stages and ensure that the each stage includes the listed elements:
 - a) Kick Off Meeting: Discuss Project scope and schedule and District expectations. Accompany the District on a field walk of the alignment.
 - b) Design Workshop: Prior to completion of the draft Design Report, present assumptions and preliminary conclusions to be included in the draft Design Report. District may direct the Consultant regarding the assumptions made that may alter the conclusions.
 - c) 30%: Project parameters shall be fully defined; calculations, including sizing of Project components, shall be complete; and preliminary sketches and drawings shall be available, including preliminary plan and profile drawings identifying the proposed alignment and a preliminary profile using District-provided AutoCAD mapping files containing existing Project survey data. Indicate topography, property boundaries, USA mark-out, and recommended potholing locations. Describe surveying efforts needed from the District for the 60% design submittal and the timing needs for that support.
 - d) 60%: Draft drawings shall describe the general size, nature, and complexity of the Project and indicate right-of-way; alignment and location of facilities should be final; draft specifications shall be completed with sufficient detail to allow District review and comment. Include depiction of permanent easements needed for construction, maintenance, and operation of the Project, together with such temporary construction easements that will be required for construction, staging of materials and equipment, and construction of any side connections.
 - e) 90%: Prepare drawings indicating the scope, extent, and character of the work to be provided by the contractor. Specifications and drawings, all-inclusive and in their entirety, shall be 90% completed and rights-of-way, permits, and regulatory considerations shall be incorporated.
 - f) 99%: Changes and modifications from District shall be incorporated, any outstanding issues resolved, and specifications and drawings essentially complete.
 - d. Meeting Information:
 - i. Arrange, attend, prepare agendas for, and conduct meetings at each design stage. A total of one kick-off meeting, one Design Workshop to review preliminary findings and recommendations prior to issuance of the draft Design Report and four design review meetings shall be conducted to review deliverables (6 total).
 - ii. Prepare Design Report technical memorandum summarizing design parameters.

- iii. At meetings, discuss the progress and direction of the design. Advise District in writing how District comments impact Project scheduling and cost.
- iv. Prepare meeting minutes for each meeting.
- v. Meetings shall be held at District's Office, 404 Aviation Boulevard, Santa Rosa, California.

2.7. Task 7: Drafting Services

- a. Prepare drawings necessary for bidding and construction of the Project using current District AutoCAD standard at time of Agreement execution. Earlier compatible versions or alternate compatible AutoDesk vertical products may only be used upon written approval of District. Include the following with sufficient detail to describe construction of the Project for Project advertisement and bidding purposes:
 - i. Title sheet with location map, vicinity map, index to drawings, and legend (abbreviations, symbols, etc.)
 - ii. Right-of-way drawings
 - iii. Plans
 - iv. Profiles (where applicable)
 - v. Sections
 - vi. Construction details
 - vii. Other drawings as may be needed for construction
- b. Include the following features on each plan and profile drawing:
 - i. Location of control points with point number identification, elevation, and description
 - ii. Graphic scale
 - iii. North arrow
 - iv. Grid ticks on 400-foot centers with at least two ticks labeled with coordinates
 - v. Key map
 - vi. Elevations of and labels for existing features, structures, utilities, manholes, and drainage facilities.
 - vii. Building street addresses.
 - viii. Mapping showing streets, edges of pavement, ditch flowlines, and top of curb, to be provided by District.
- c. Use District-provided template drawings, title blocks, and border drawings. Basic layers and line types are part of template drawings and are recommended where applicable.
- d. Prepare plan and profile drawings using the primary scale of: horizontal 1" = 40' and vertical 1" = 4'. Obtain prior District approval before preparing plan and profile drawings in any other scale.

- e. Prepare finished contract drawings and maps on a durable, dimensionally stable vellum 22" x 34" gross size. A 1½" blank margin shall be left on edges of the sheets. No hand-drawn media is allowed.
 - i. Finished contract drawings shall also be supplied in native AutoCAD format as specified in 2.7.a along with supporting files such as fonts, Xref and image files, point data, plotter and/or pen style table configuration files.
 - ii. Electronic drawing file names shall be at the direction of District's Drafting/GIS Section. Xref files shall have filename with an "X" prefix (i.e., X_ExTopo for original existing topographic file used as base reference file).
 - iii. Existing and design features shall be represented spatially accurate in "real world model space" in the CAD files. Coordinate information shall be preserved in its true and original orientation in real world space (X axis= East Coordinates, Y axis = North Coordinates, Z axis =Elevation; all in US Survey Feet Units; Scale 1:1). Any movement or rotation (i.e., Dview, twist), for any purpose, such as alignment or northing adjustment to page is to be handled in the paper or layout space view. Data files, such as topo files and point files, may be "Xrefed" provided the Xref file is inserted at 0,0,0 and no rotation is imposed on the file.
 - iv. District existing non-editable data shall be in an "Xref" file. "Xrefed" drawing files shall have filenames with an "X-9999" prefix, where the "X" clearly identifies the file as an "Xref" support file and the "9999" is an District-provided project file number (for example: X-9999-Extopo.dwg would represent an "Xref" file for project "9999" that is existing, non-editable, topography).
 - v. Each drawing file shall contain a layer named "CadNotes." This layer shall be a non-plot layer and shall contain pertinent "metadata" that includes, but is not limited to, the following:
 - a) Coordinate or projection basis
 - b) Relevant survey, data dates
 - c) Data sources, references
 - d) Design notes, assumptions, or other relevant information useful to design review
 - vi. Prepare construction detail drawings in the same manner as described in this paragraph 2.7.e such that each detail item is represented in its full size in model space and is represented in a scale and orientation to appropriately and adequately convey the necessary information for construction on layout space.
 - vii. District will accept electronic drawing files with multiple "drawings" or "Sheet" layouts. Tab layouts are to be setup as follows:
 - a) Each layout tab's label shall be the drawing name (i.e. C1, G1, D1, P1, etc.) and therefore only include one sheet per layout tab. The layouts shall be set to the standard 22" x 34" sheet at a 1:1 scale.

- f. Minimize the use of notes on drawings. Specifications of any type shall be written in the specifications and shall not be added to drawings.
- g. Use match lines with appropriate sheet numbers.
- h. Use lettering size no smaller than a 0.12-inch tall and 0.010-inch (0.25 mm) pen diameter for construction notes and data.
- i. Ensure that drawings are easily readable when reduced to 11" x 17."
- j. Reconcile drawings with specifications to minimize redundancies and avoid conflicts.
- k. If requested by District, provide conformed drawings. District's standard will be provided by District's Project Manager.

2.8. Task 8: Specifications Preparation

- a. Assist District's Project Manager in completing District's Project Manual Initiation Questionnaire.
- b. Prepare Divisions 2 through 49 (Technical Specifications), as appropriate, of the Project Manual as necessary for construction of the Project in conformance with the Project Manual concept of the Construction Specification Institute (CSI), using District-provided templates, CSI's Project Resource Manual, and the 2018 edition of CSI's MasterFormat, including SectionFormat and PageFormat.
- c. Comply with applicable provisions of the Public Contract Code including, but not limited to, formal and informal bid procedures and the avoidance of closed proprietary specifications (where no substitutions are allowed).
- d. Assist District to develop justification memos for any proposed single-source products or materials; for special qualification of bidders, manufacturers, installers, or other professionals performing construction work for the Project; and for other special circumstances that require justification to District's Board of Directors.
- e. Provide bid item descriptions for inclusion in Division 1. Ensure that method of payment for materials, equipment, and work required to complete Project is described clearly.
- f. In coordination with District's Project Manager, reconcile redundancies and conflicts with District-prepared Division 0 and Division 1 requirements.

2.9. Task 9: Assistance During Phase 4C Bidding

- a. Answer questions submitted by District ("questions") during bid advertisement period.
- b. Communicate only through District.
- c. Immediately hand-deliver or email copies of bidder questions (non-District questions) directed to Consultant to District.
- d. Alert District to potential impacts, if any, associated with questions including, but not limited to, impacts on schedule and cost.

- e. Upon request from District, prepare addenda to clarify, correct, or change the technical specifications or drawings in accordance with the following:
 - i. Paragraphs 2.7 and 2.8.
 - ii. District-provided drafting standards and standard form for addenda
- 2.10. Task 10: Assistance During Phase 4C Construction:
- a. Assist District by providing engineering and related services after the receipt of construction bids as requested by District.
 - b. Attend preconstruction conference.
 - c. Assist District by answering request(s) for information (RFIs), as requested by District (up to 30 RFIs).
 - d. Submittal Review:
 - i. Review contractor's submittals of information and shop drawings for the Project (up to 25, including resubmittals) and either mark "No Exceptions Taken," "Make Corrections Noted," "Revise and Resubmit," or "Rejected" on each submittal. Provide District with a brief written narrative of what is required from the contractor for items Consultant marks on each submittal response.
 - ii. Ensure that copies of submittals reviewed are stamped, dated, and signed by the person performing the review.
 - iii. Review items that have been submitted by the contractor as a substitution or an "approved equal" for specified items. Determine if that each substituted item meets the performance requirements specified in the Project specifications, and determine if it is compatible with other components of the operating system (electrical connections, size). Consult with District's Project Manager regarding acceptability of the proposed substitution.
 - iv. Upon completion of review, return the submittals with any written narratives to District.
 - e. Upon request from District, provide construction site visits (up to 5). Write summary memo of each site visit requested and provide to District 2 working days after date of site visit.
 - f. Review and comment on proposed change order(s), if any (up to 3). Provide comments to District in writing within 2 working days after receipt of the proposed change order(s).
 - g. Owner will utilize a computerized construction management system (a cloud-based enterprise content management system) to monitor the generation, status, and filing of documents. RFIs responses and Submittal reviews shall be submitted electronically by Consultant using the computerized construction management system.

- 2.11. Task 11: Project Management, Schedule and Submittal of Documents
- a. Project Set Up and Preliminary Schedule: Establish the project record file structure and budget in accordance with this Scope of Services, including subcontracting with subconsultants.
 - b. Project Monitoring and Progress Reporting: Monitor project progress against scope and budget and report to District monthly.
 - i. Prepare monthly progress reports. Submit one copy to District in accordance with the date listed for this deliverable.
 - ii. Schedule monthly teleconference call. Review progress with District and discuss and resolve issues.
 - iii. Include the following in each monthly progress:
 - a) A detailed list of work performed
 - b) Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
 - c) Other information as appropriate or as requested by District
 - c. Quality Assurance and Quality Control: Implement QA/QC procedures for this Project that include an initial senior-level scope and approach review workshop, deliverable quality control reviews performed by experienced and senior design staff and District comment, and response logs to document actions taken to address District comments on deliverables.
 - d. Perform services and submit documents to District for review and approval in accordance with the schedule included in Exhibit B (Phase 4C Schedule and Submittals) and Exhibit C (Phase 5 Schedule and Submittals).
 - e. Submittal requirements:
 - i. Submit one electronic copy in PDF format (emailed, on CD, or via internet) and three hard copies of each final deliverable to District, unless noted otherwise.
 - ii. Comply with requirements of Article 11 (Content Online Accessibility).
 - iii. Provide full-sized hard copy and electronic copy in PDF format as well as native AutoCAD dwg format at each design phase as described in Exhibits B and C. Include CTB or STB plot configuration file with electronic submittal to ensure correct and intended image quality when plotting from file.
 - iv. If changes that District has not previously approved are made to the drawings or specifications after the 99% design review meeting, submit drawing(s) or specifications to District for approval prior to preparing the final submittal.
 - f. Electronic media formats:
 - i. Survey information and drawings: Provide in electronic media format compatible with current District AutoCAD standard in drawing format (.DWG). To ensure there are no discrepancies between electronic and hard copies, provide plot style tables files.

- ii. Technical Specification modifications (including tables, charts, and drawings): Provide in electronic media format compatible with Microsoft® Word 2013. Ensure that there are no discrepancies between electronic and hard copies.
 - g. Final Drawing Submittal Requirements:
 - i. Prepare finished contract drawings and maps on vellum, 22" x 34" gross size. Drawings shall be "wet" stamped and signed by the appropriate California licensed professional engineer.
 - ii. The final (100%) AutoCAD submittal shall consist of files with filenames specified by District's Drafting/GIS Section and include embedded digital professional stamps and signatures. Drawings shall have filenames displayed per District-provided standards. Final submittal shall also include a composite PDF document of the drawing files formatted for half size (11" x 17") as well as full size (22" x 34"). Transmit to District via AutoCAD ETRANSMIT.
 - h. The schedule in Exhibit B (Phase 4 C Schedule and Submittals) and Exhibit C (Phase 5 Schedule and Submittals) are based upon timely review and decision making by District. Allow 14 days for District review. Delays in the schedule caused by District will be cause for consideration of time extensions.
- 2.12. Optional Task 12: Additional Services
- a. Do not proceed with this task unless requested in writing by District.
 - b. Perform additional services as requested by District to support the design effort. The additional services will be agreed to by Consultant and District and described in writing by District.
- 2.13. Optional Task 13: Additional Services
- a. Do not proceed with this task unless requested in writing by District's Project Manager.
 - b. Perform additional services as requested by District to support the design and construction effort. The additional services and costs will be agreed to by Consultant and District and described in writing by District.

Exhibit B

Phase 4C Schedule and Submittals

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
Notice to Proceed with Design	-	immediately upon execution of this agreement
Kick-off Meeting Submittal	<ul style="list-style-type: none"> 10 copies of Kick-off meeting agenda 	7 calendar days prior to Kick-off meeting
Kick-off Meeting	-	within 14 calendar days following Notice to Proceed with Design
Kick-off Meeting Minutes	One electronic copy of meeting minutes	within 4 calendar days of Kick-off Meeting
Design Workshop Submittal	<ul style="list-style-type: none"> Assumptions and preliminary conclusions to be included in the draft Design Report 10 copies of Design Workshop agenda 	within 28calendar days after Kick-off meeting
Design Workshop	-	within 35calendar days after Kick-off meeting
Design Workshop Minutes	One electronic copy of meeting minutes	within 4 calendar days of Design Workshop
Draft Design Report	<ul style="list-style-type: none"> Draft Design Report 	14 calendar days after Design Workshop
District comments on draft Design Report, if any	-	within 14 calendar days after receipt of draft Design Report
Resubmittal of Design Report	<ul style="list-style-type: none"> Revised Design Report 	within 7 calendar days of receipt of District comments
Final Design Report	<ul style="list-style-type: none"> Final Design Report 	within 7 calendar days of District's approval of Design Report
30% Design Submittal	<ul style="list-style-type: none"> 8 sets of half-size hard copy drawings Technical memorandum summarizing design parameters Construction cost estimate Preliminary Statement of Probable Construction Costs Design Notebook Draft Table of Contents for specifications 10 copies of 30% design review meeting agenda 	56 calendar days after final Design Report submittal

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
30% Design Review Meeting	-	within 14 calendar days after 30% Design Submittal
30% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 4 calendar days of 30% Design Review Meeting
60% Design Submittal	<ul style="list-style-type: none"> • 8 sets of half-size hard copy drawings • Technical specifications • Bid item descriptions • Technical memorandum summarizing design parameters • Preliminary construction schedule • Revised Preliminary Statement of Probable Construction Costs • Updated Design Notebook • 10 copies of 60% design review meeting agenda 	49 calendar days after 30% Design Review Meeting
60% Design Review Meeting	-	within 14 calendar days after 60% Design Submittal
60% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 4 calendar days of 60% Design Review Meeting
90% Design Submittal	<ul style="list-style-type: none"> • 8 sets of half-size hard copy drawings • Technical specifications • Bid item descriptions • Technical memorandum summarizing design parameters and submittal content • Revised Preliminary Statement of Probable Construction Costs • Updated Design Notebook • 10 copies of 90% design review meeting agenda 	42 calendar days after 60% Design Review Meeting
90% Design Review Meeting	-	within 14 calendar days after 90% Design Submittal
90% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 4 calendar days of 90% Design Review Meeting

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
99% Design Submittal	<ul style="list-style-type: none"> • 8 sets of half-size hard copy revised drawings • Draft final technical specifications • Draft final bid item descriptions • Technical memorandum summarizing design parameters and submittal content • Revised Statement of Probable Construction Costs • Updated Design Notebook • 10 copies of 99% design review meeting agenda 	within 21 calendar days after 90% Design Review Meeting
99% Design Review Meeting	-	49 calendar days after 99% Design Submittal
99% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 4 calendar days of 99% Design Review Meeting
Final Submittal	<ul style="list-style-type: none"> • Complete set of revised and final stamped and wet signed original drawings • Complete set of electronic files with supporting files, plus full and half-size PDFs • Complete set of revised and final technical specifications • Stamped and signed Section 00007 (Seals Page) • Statement of Probable Construction Costs • Updated Design Notebook 	within 14 calendar days after 99% Design Review Meeting
Draft Addenda submittals, if applicable	as appropriate	At least 8 calendar days prior to Project bid opening
Final Addenda submittals, if applicable	as appropriate, submit original drawing(s)	At least 7 calendar days prior to Project bid opening

Exhibit C

Phase 5 Schedule and Submittals

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
Notice to Proceed with Design	-	immediately upon execution of this agreement
Kick-off Meeting Submittal	<ul style="list-style-type: none"> 10 copies of Kick-off meeting agenda 	7 calendar days prior to Kick-off meeting
Kick-off Meeting	-	within 14 calendar days following Notice to Proceed with Design
Kick-off Meeting Minutes	One electronic copy of meeting minutes	within 4 calendar days of Kick-off Meeting
Design Workshop Submittal	<ul style="list-style-type: none"> Assumptions and preliminary conclusions to be included in the draft Design Report 10 copies of Design Workshop agenda 	within 120 calendar days after Kick-off meeting
Design Workshop	-	within 127 calendar days after Kick-off meeting
Design Workshop Minutes	One electronic copy of meeting minutes	within 4 calendar days of Design Workshop
Draft Design Report	<ul style="list-style-type: none"> Draft Design Report Draft Phase 5 Geotechnical Design Report Draft Phase 1 ESA Recommended easement/right-of-way diagrams 	14 calendar days after Design Workshop
District comments on draft Design Report, if any	-	within 14 calendar days after receipt of draft Design Report
Resubmittal of Design Report	<ul style="list-style-type: none"> Revised Design Report 	within 7 calendar days of receipt of District comments
Final Design Report	<ul style="list-style-type: none"> Final Design Report 	within 7 calendar days of District's approval of Design Report

Exhibit D

Services Not Included in Agreement

1. SERVICES NOT INCLUDED IN AGREEMENT

- 1.1 Consultant shall not be responsible for the following:
- a. California Environmental Quality Act (CEQA):
 - i. Preparation of appropriate environmental documents under the requirements of CEQA.
 - b. Phase 1 ESA:
 - i. Certified Title Search, compliance audit, legal description, or zoning.
 - ii. Asbestos-containing building materials, biological agents, cultural and historic risks, ecological resources, endangered species, health and safety, indoor air quality unrelated to releases of hazardous substances or petroleum products into the environment, industrial hygiene, lead based paint, lead in drinking water, mold, radon, regulatory compliance, and wetlands (E 1527-13).
 - iii. The determination of compliance with activity and use limitations, if present on the Site.
 - iv. Environmental sampling or analysis of soil, groundwater, surface water, building materials, or air samples.
 - c. Design:
 - i. Design survey.
 - a) District will perform survey and mapping required for the project, including locating surface utility features, pothole locations, soil boring locations, dipping manhole and drainage inlet inverts, measuring depth to water isolation valve operating nuts from valve cans and compiling the survey data into a topographic mapping file suitable for presenting the project design.
 - b) The mapping file will be in AutoCAD 2016 or later format with points tagged with x, y and z coordinates and will include the appropriate TIN and DTM model files needed for preparing the design drawings using Civil3D.
 - ii. Coordination of utility relocations.
 - d. Right-of-Way:
 - i. Right-of-way appraisals, negotiations, prepare property descriptions, acquisition of required right-of-way, and providing access.
 - e. Project Manual:
 - i. Except as provided for in Paragraph 2.8 (Task 8: Specifications Preparation) of Exhibit A:
 - c) Preparation of Bidding, Procurement, Contracting, and General Requirements for the Project Manual

- d) Compilation of final Project Manual (Bidding Documents)
- f. Construction Staking.
- g. Construction Management:
 - i. Administration of the construction contract
 - ii. Construction inspection

Exhibit E

Schedule of Costs

PERSONNEL	
Title	Hourly Rates not Subject to Prevailing Wage
National Practice Leader	\$320
Senior Technical Practice Leader	\$310
Senior Project Manager	\$282
Project Engineer 1	\$221
Engineer 3	\$212
Engineer 2	\$187
Engineer 1	\$162
Senior Designer	\$165
Designer 3	\$160
Project Assistant	\$110
PREVAILING WAGES	
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.	
EXPENSES	
Item	Cost
Geotechnical Subconsultant: McMillian Jacobs Associates <ul style="list-style-type: none"> Principal Sr. Associate Project Engineer 	Not to exceed \$99,411 plus 10% markup <ul style="list-style-type: none"> \$310 per hour \$270 per hour \$190 per hour
Potholing Subconsultant: Bess Utility Solutions	not to exceed \$20,250 plus 10% markup
EDR Service for Phase 1 ESA	\$350 + 10%
Copies	\$0.10 per page
Permits	at cost + 10%

Postage	at cost + 10%
Overnight mail	at cost + 10%
Mileage for personal car	Current IRS rate + 10%

Exhibit F

Estimated Budget for Scope of Work

Tasks	2019 Rates	Labor										Outside Services				ODCs	Total
		PM	Project Manager	Senior Engineer	Project Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Senior Engineer	Material	Technical	Post-11th Schedule	Post-11th Schedule		
Task 1: Phase 4: Mainline Water Assessment																	
1.1 Conduct Site Visit																	
1.2 Conduct Site Visit																	
1.3 Prepare Final Phase 4 EIS																	
1.4 Prepare Final Phase 4 EIS																	
Task 2: Right-of-Way																	
2.1 Identify Phase 4 ROW and Easement Requirements																	
2.2 Coordinate with District ROW Acquisition Process Phase 4C																	
Task 3: Cost Estimates																	
3.1 Phase 4C Design Report Cost Estimate																	
3.2 Phase 4C ROW Design Report Cost Estimate																	
3.3 Phase 4C ROW Design Report Cost Estimate																	
3.4 Phase 4C ROW Design Report Cost Estimate																	
3.5 Phase 4C ROW Design Report Cost Estimate																	
3.6 Phase 4C ROW Design Report Cost Estimate																	
Task 4: Phase 4C Preliminary Design Services																	
4.1 Conduct and Review Available Data from District																	
4.2 Identify Permit Requirements																	
4.3 Identify Permit Requirements																	
4.4 Review Geotechnical Recommendations																	
4.5 Utility Research																	
4.6 Initial Assessment																	
4.7 Prepare Final Design Report																	
Task 5: Phase 4C Preliminary Design																	
5.1 Conduct and Review Available Data from District																	
5.2 Identify Permit Requirements																	
5.3 Identify Permit Requirements																	
5.4 Utility Research																	
5.5 Prepare Final Design Report																	
Task 6: Final Design (Phase 4C)																	
6.1 Perform Initial Investigations																	
6.2 Utility Research																	
6.3 Prepare and Review Available Data from District																	
6.4 Identify and Document Additional Requirements (Assessment: ROW, address permits)																	
6.5 Conduct Review Workshops (Frequency: 30%/60%/90%)																	
6.6 Prepare Final Design Report																	
6.7 Prepare Final Design Report																	
6.8 Prepare Final Design Report																	
6.9 Prepare Final Design Report																	
Task 7: Final Design Services																	
7.1 Phase 4C Preliminary CAD Services																	
7.2 Phase 4C Design Report CAD Services																	
7.3 Phase 4C Design Report CAD Services																	
7.4 Phase 4C Final Design CAD Services																	
Task 8: Specifications Preparation																	
8.1 Phase 4C Final Design Specs Included in Task 6																	
Task 9: Assistance during Bidding Phase 4C																	
9.1 Respond to Bids																	
9.2 Prepare Bid Review																	
Task 10: Assistance during Construction Phase 4C																	
10.1 Attend Representative Conference																	
10.2 Attend Representative Conference																	
10.3 Attend Representative Conference																	
10.4 Prepare SR Value (5)																	
10.5 Review Construction Change Orders (5)																	
10.6 Attend with final inspection																	
Task 11: Project Management, Schedule and Submit of Documents																	
11.1 Kickoff Meeting																	
11.2 Prepare and Submit Documents																	
11.3 Prepare and Submit Documents																	
11.4 Quality Assurance and Quality Control																	
11.5 Project Deliverables																	
Task 12: Additional Services, as Requested by District																	
12.1 Additional Services, as Requested by District																	
OPTIONAL TASK 13: Additional Services																	
13.1 Additional Services, as Requested by District																	
TOTAL, with Optional Tasks																	

Exhibit G

Insurance Requirements

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

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

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

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

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- 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 District. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving District.

- d. Sonoma County Water Agency and Sonoma Valley County Sanitation District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

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

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by District.

- c. If Consultant's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

1.5. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Consultant maintains higher limits than the specified minimum limits, District 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 District. Consultant is responsible for any deductible or self-insured retention and shall fund it upon District's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving District.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Coverage shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the Work.
- e. Sonoma County Water Agency and Sonoma Valley County Sanitation District, their officers, agents, and employees, shall be additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the work.

- f. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.
- 1.6. Standards for Insurance Companies
 - a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.7. Documentation
 - a. The Certificate of Insurance must include the following reference: TW 18/19-090.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with District for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, 1.4, or 1.5 above.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma Valley County Sanitation District, c/o Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- 1.8. Policy Obligations
 - a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.9. Material Breach
 - a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to Consultant, District may deduct from sums due to Consultant any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.



WOOD&CU-01

VSANTOSUOSSO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/28/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 E-MAIL ADDRESS: boston@amesgough.com FAX (A/C, No): (617) 328-6888														
INSURED Woodard & Curran, Inc. 2175 N. California Blvd., Suite 315 Walnut Creek, CA 94596	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Continental Casualty Company (CNA) A, XV</td><td>20443</td></tr><tr><td>INSURER B : Continental Insurance Company A(XV)</td><td>35289</td></tr><tr><td>INSURER C : Transportation Insurance Company A(XV)</td><td>20494</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company (CNA) A, XV	20443	INSURER B : Continental Insurance Company A(XV)	35289	INSURER C : Transportation Insurance Company A(XV)	20494	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	X		6014561812	2/23/2019	2/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6014561843	2/23/2019	2/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			6014561826	2/23/2019	2/23/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	6076061276	2/23/2019	2/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof & Poll Liab	X		114135520	2/23/2019	2/23/2020	Per Claim/Aggregate \$ 1,000,000
A	CYBER LIABILITY			596583524	2/23/2018	4/23/2019	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If AI box is checked, GL Endorsement Form# CNA75079XX, Auto Endt Form# CNA71527XX to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

Retro Active Date: Full Prior Acts

Project: TW 18/19-090

Sonoma County Water Agency and Sonoma Valley County Sanitation District, their officers, agents, and employees shall be included as additional insured with respects to General and Pollution Liability where required by written contract. General Liability is primary and Non-contributory as required per written contract. A 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER

CANCELLATION

Sonoma Valley County Sanitation District c/o Sonoma County Water Agency 404 Aviation Boulevard Santa Rosa, CA 95403-9019	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Michael Healy</i>
--	---



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if: 1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law; then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or B. a higher limit of insurance than required by the **written contract**.
- IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement: **A.** is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or
2. the offense that caused the **personal and advertising injury**; for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Policy # 6014561812 General Liability
Eff: 2/23/2019

Notice of Cancellation to Certificateholders

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective. The number of days for such notice for nonpayment of premium will be 10 days.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



Policy# 6014561843 BAUTO
Eff: 2/23/2019

Notice of Cancellation to Certificateholders

It is understood and agreed that:

If the Named Insured has agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if the Insurer cancels a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificate holders at least 30 days in advance of the date cancellation is effective. The number of days for such notice for nonpayment of premium will be 10 days.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificate holder on file with the Agent of Record will be sufficient to prove notice.

Any failure by the Insurer to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon the Insurer or the Agent of Record.



1. a **wrongful act** that took place prior to the end of the **policy term** that is otherwise covered by this Policy; or
2. activities that took place prior to the end of the **policy term** that result in a **pollution incident** that is otherwise covered by this Policy.

Fungi means any form of fungus including but not limited to yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of **fungi**.

Hostile fire means a fire that becomes uncontrollable or breaks out from where it was intended to be.

Insured means the **Named Insured**, a **newly acquired subsidiary** and:

1. any past or present partner, officer, director, member, stockholder or employee of the **Named Insured** or **newly acquired subsidiary** or leased personnel under the direct supervision of the **Named Insured** or **newly acquired subsidiary**, but only while acting within the scope of their duties for the **Named Insured** or **newly acquired subsidiary**;
2. a retired partner, officer, director, member, stockholder or employee of the **Named Insured** or **newly acquired subsidiary**, but only for **professional services** or activities performed for or on behalf of, at the request of, and for the benefit of the **Named Insured** or **newly acquired subsidiary**.

Insured does not include the estates, heirs, legal representatives, assigns, spouses, and any **domestic partner** of any natural person within the definition of **Insured**. However, coverage is afforded to such persons or entities under this Policy as provided in the Section of the Policy entitled **CONDITIONS**, the condition entitled Estates, Legal Representatives and Spouses.

Insured client means a client for whom the **Named Insured** performs activities, but only if there is in place an **insured client contract**.

Insured client contract means a written contract or agreement that is in effect between the **Named Insured** and a client under which the **Named Insured** assumes the tort liability of the client or owner of the project to pay compensatory damages to a third party for a **pollution incident**, but only to the extent that such **pollution incident** is caused by the **Named Insured's** activities, or the activities of any person or entity for whom the **Named Insured** is liable, and provided that such written contract or agreement is placed in effect prior to the **pollution incident** and:

1. incorporates an enforceable indemnity provision pertinent to the **pollution incident**; or
2. requires the client or the owner of the project to be made an additional insured under the Policy that insures the **Named Insured** against **pollution incidents**.

For purposes of this definition only, "tort liability" means liability for a civil or private wrong imposed by law in the absence of any contract or agreement.

Knowledge date means the date set forth on the Declarations as the Knowledge Date.

Microbe means any non-fungal microorganism or non-fungal, colony-form organism that causes infection or disease. **Microbe** includes any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of current or past presence of **microbes**. But **microbe** does not mean **microbes** that were transmitted directly from person to person.

Named Insured means the persons or entities identified on the Declarations as the Named Insured.

Newly acquired subsidiary means any entity, newly formed or acquired by a **Named Insured** during the **policy term**, in which such **Named Insured** has more than a 50% legal or beneficial interest. However, no such entity will be deemed a **newly acquired subsidiary** beyond 90 days after the **Named Insured** acquires or forms it. For coverage to continue beyond the first 90 days, the following conditions apply:

1. within 90 days of such formation or acquisition, the **Named Insured** must provide the Insurer with full particulars of such **newly acquired subsidiary**;



Professional Liability and Pollution Incident Liability Insurance
Policy Endorsement

**NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS
WHERE REQUIRED BY WRITTEN CONTRACT**

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

- (1) thirty (30) days' notice; or
- (2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

- (1) sixty (60) days' notice; or
- (2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.