

Agreement for Engineering, Design, and Environmental Services for Laguna-Mark West Watershed Master Restoration Planning Project

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **FlowWest LLC**, a limited liability company ("Consultant"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Consultant represents that it is a duly qualified and licensed engineering firm, experienced in engineering and design of watershed restoration, environmental compliance, and related services.
- B. Sonoma Water was selected by the California Department of Fish and Wildlife (CDFW) to receive \$517,000 to help fund the preparation of the Laguna-Mark West Creek Watershed Master Restoration Planning Project (Planning Project), which includes development of a comprehensive Master Restoration Plan (Restoration Plan) for the Laguna-Mark West Creek watershed and identification of up to two High Priority Projects for design and permitting. This agreement is to provide design plans, a California Environmental Quality Act (CEQA) compliance document, and permit applications for the identified High Priority Project(s) (Project).
- C. This Project is financed under Proposition 1 (Water Quality, Supply, and Infrastructure Improvement Act of 2014) Watershed Restoration Grants Program, administered by the CDFW.
- D. The scope of work under this Agreement derives from the CDFW Grant Agreement for P1796008 00 Laguna-Mark West Creek Watershed Master Restoration Planning Project (Grant Agreement) and discussions with Sonoma Water.
- E. The Laguna de Santa Rosa Wetland Complex (Laguna de Santa Rosa) has been designated as an impaired waterbody under the Clean Water Act. The ultimate goal of the Planning Project is to restore ecological functions to this wetland complex. This Planning Project includes development of: (1) a Restoration Plan for the Laguna-Mark West Creek watershed; and, (2) Conceptual and intermediate design plans, a CEQA compliance document, and permit applications for up to two High Priority Projects.
- F. Under this Agreement, Consultant shall provide the conceptual and intermediate design plans, a CEQA compliance document, and permit applications for the selected High Priority Project(s). Work could include assessing habitat enhancement project alternatives, producing conceptual and intermediate design plans, and providing a CEQA compliance document, and regulatory (for example, Clean Water Act, Endangered Species Act, Porter-Cologne Act, and Fish and Game Code) permit applications for subsequent implementation.

- G. Sonoma County Water Agency owns, operates, and maintains flood protection projects and provides flood protection services for the following watersheds: Laguna de Santa Rosa/Mark West Creek (Zone 1A) (Flood Protection Zone).

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
- a. Exhibit A: Scope of Work
 - b. Exhibit B: Schedule of Costs
 - c. Exhibit C: Estimated Budget for Scope of Work
 - d. Exhibit D: Public Entities General Grant Provisions
 - e. Exhibit E: Map
 - f. Exhibit F: Insurance Requirements

3. SCOPE OF SERVICES

- 3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Consultant
Project Manager: Neil Lassetre Phone: 707-547-1951 Email: Neil.Lassetre@scwa.ca.gov	Contact: Anthony Falzone 1624 Franklin Street, Suite 901 Oakland, California 94612 Office Phone: 510 454 9378 ext 106 Cell: 415 713 5855 Email: afalzone@flowwest.com

Sonoma Water	Consultant
Grant Manager: Joan Hultberg Phone: 707-547-1902 Email: joan.hultberg@scwa.ca.gov	
404 Aviation Boulevard Santa Rosa, CA 95403-9019	
Remit invoices to: Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Remit payments to: Same address as above Attn: Accounts Receivable

- 3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.
- 3.4. *Assigned Personnel:*
- Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
 - Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace,

substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.

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

4. PAYMENT

4.1. *Total Costs:*

- a. Total costs under this Agreement shall not exceed \$200,000.
- b. No more than \$180,000 will be paid until the draft report is submitted.

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

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

- a. Consultant name
- b. Name of Agreement
- c. Sonoma Water's Project-Activity Code F0386C001
- d. Task performed with an itemized description of services rendered by date
- e. Summary of work performed by subconsultants, as described in Paragraph 14.4
- f. Time in quarter hours devoted to the task
- g. Hourly rate or rates of the persons performing the task
- h. List of reimbursable materials and expenses
- i. Copies of receipts for reimbursable materials and expenses

4.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 1.1 of Exhibit A.

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

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

4.7. *Taxes Withheld by Sonoma Water:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Consultant does not qualify, as described in Paragraph 4.7.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.7.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 16 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

- 4.8. *State or Grant Funding:* Consultant is informed and aware that this Agreement is funded by a grant from California Department of Fish and Wildlife (Watershed Restoration Grants Program Agreement Number P17960008), which grant is conditioned upon various terms that apply to Consultant. Consultant has reviewed the grant award documents attached hereto as Exhibit E (Public Entities General Grant Provisions) and hereby agrees to comply with them to the extent they apply to a subrecipient.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

- 5.1. *Term of Agreement:* This Agreement shall expire on December 31, 2020, 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:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right,

in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.12 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.
- 6.6. *Change in Funding:* Consultant understands and agrees that Sonoma Water shall have the right to terminate this Agreement immediately upon written notice to Consultant in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which Sonoma Water anticipated using to pay Consultant for services provided under this Agreement or (2) Sonoma Water has exhausted all funds legally available for payments due under this Agreement.

7. INDEMNIFICATION

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to defend, indemnify, hold

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

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

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water'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 Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
 - a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such

event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.

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

12. REPRESENTATIONS OF CONSULTANT

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *Communication with Sonoma Water's Contractor:* All communication shall be between Consultant and Sonoma Water. Consultant shall have no authority to act on behalf of Sonoma Water, to stop work, to interpret conditions of the construction contract, or to give direction to Sonoma Water'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 Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any

withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.

- 12.5. *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 Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.6. *Accounting and Audits:* Consultant shall maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Consultant agrees that Sonoma Water, CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Consultant agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Consultant agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records at least three (3) years after project completion or final billing, whichever comes later.
- 12.7. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.8. *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.

- 12.9. *Nondiscrimination*: During the performance of this Agreement, Consultant and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medial and family care leave or pregnancy disability leave. Consultant and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and its contractors or subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, §7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code §12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Consultant and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- 12.10. *Drug-Free Workplace Certification (Certification of Compliance)*: By signing this Agreement, Consultant, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
 - b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Consultant's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and

- iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of Consultant's drug-free policy statement, and
 - ii. Will agree to abide by terms of Consultant's condition of employment, contract or subcontract.
- 12.11. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 12.12. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.
- 12.13. *Disclosure Requirements:* Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

12.14. *Zone Liability:* The term “Zone” or “Zones” as used in this Paragraph 12.14 shall mean any applicable Flood Protection Zone, as described in Recital G of this Agreement. To the extent any work under this agreements relates to Zone activities, Consultant shall be paid exclusively from Zone funds. Consultant agrees that Consultant shall make no claim for compensation for Consultant’s services against other funds available to Sonoma County Water Agency and Consultant expressly waives any right to be compensated from other funds available to Sonoma County Water Agency. In addition, Consultant acknowledges that West’s Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma County Water Agency based on causes of action arising from Zone activities may be made only from funds of that Zone.

13. DEMAND FOR ASSURANCE

13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. “Commercially reasonable” includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Sonoma Water’s right to terminate this Agreement pursuant to Article 6 (Termination).

14. ASSIGNMENT AND DELEGATION

14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the

performance of the work specified in this Agreement. Approved subconsultants are as follows:

Name	Type of Services	Prevailing Wages Apply? Y/N
Applied Technology & Science (ATS)	Biological surveys and wetland delineation	N

14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (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.

14.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

15. **MEDIATION OF DISPUTES**

15.1. 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, Sonoma Water 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 15 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 Sonoma Water 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.

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

- 16.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 16.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 16.

17. MISCELLANEOUS PROVISIONS

- 17.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 17.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any

violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 17.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 17.5. *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.
- 17.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 17.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 17.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 17.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 17.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

/

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 18/19-113

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
Sonoma Water

Date/TW Initials: 5/31/19 lmc

Sonoma County Water Agency

FlowWest LLC, a limited liability company

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
July 9, 2019

By: _____
Anthony Falzone

Title: Founding Partner

Date: _____

Date: _____

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 High Priority Project(s) (Project).
- 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 Sonoma Water, or referenced in this Agreement, are for the Consultant's convenience. Sonoma Water 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.

1. **TASK 1: HIGH-PRIORITY PROJECT DESIGN**

- 1.1. Monthly Progress Reports:
 - a. Prepare monthly progress reports. Submit one copy to Sonoma Water in accordance with the date listed for this deliverable.
 - b. Include the following in each monthly progress report:
 - i. A detailed list of work performed
 - ii. Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
 - iii. Other information as appropriate or as requested by Sonoma Water

Deliverable	Due Date
Monthly Progress Report	Monthly with invoices

- 1.2. Meetings:
 - a. Arrange, attend, prepare agendas for, and conduct meetings at each design stage.
 - b. At meetings, discuss the progress and direction of the design. Advise Sonoma Water in writing how Sonoma Water comments impact Project scheduling and cost.
 - c. Prepare meeting minutes for each meeting.
 - d. Meetings shall be held either at Sonoma Water's Office, 404 Aviation Boulevard, Santa Rosa, California, or via phone conference.

- 1.3. Site Evaluation and Design Alternatives Report:
- a. General:
 - i. Consult with Sonoma Water to define and clarify Sonoma Water's requirements for the Project and available data.
 - ii. Following any investigation(s) at the Project site, return site to pre-existing conditions, including filling holes and excavations, and grading as required.
 - iii. Conduct meetings and phone calls as necessary to discuss progress, deliverables, and outcomes of the Project.
 - b. Assess the physical functioning of the selected High-Priority Project to evaluate site opportunities for restoration and habitat creation. Activities for this sub-task may include, but are not limited to collecting, modeling, and synthesizing data to evaluate the feasibility of design alternatives, as determined necessary by Sonoma Water.
 - c. Activities for the development of the Site Evaluation and Design Alternatives Report may include, but are not limited to:
 - i. Investigating the general geology of the area (including depth to consolidated rock, known faults, etc.)
 - ii. Investigating groundwater depth and connection to the stream
 - iii. Investigating general soil types
 - iv. Investigating site maps using existing LiDAR data
 - v. Investigating supplemental topographic and bathymetric survey where LiDAR data is insufficient to adequately depict features critical to model and design development
 - vi. Developing hydrographs and a hydraulic model of existing conditions
 - vii. Analyzing hydraulic model results to quantify anticipated restoration outcomes
 - d. Develop habitat enhancement alternatives at the site based upon concepts developed by Sonoma Water or the San Francisco Estuary Institute (SFEI) that will target landscape-scale restoration goals, integrate with existing land uses, and are feasible in the near term.
 - e. Meet with Sonoma Water to present findings and design alternatives. Sonoma Water will select the preferred alternative for the Project.
 - f. Site Evaluation and Design Alternatives Report:
 - i. Contents. Prepare Site Evaluation and Design Alternatives Report for the Project that includes but is not limited to the items below.
 - 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
 - d) Site assessment criteria

- e) Goals and objectives
- f) Maps, data collected, model results
- g) Synthesis of analysis
- h) Design alternatives and summaries
- ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare the Site Evaluation and Design Alternatives Report in draft form and submit to Sonoma Water for review and approval in accordance with the dates provided below for this deliverable. Sonoma Water will return 1 copy of the draft Site Evaluation and Design Alternatives Report to Consultant with comments or approval in writing within 14 calendar days.
 - b) Subsequent Drafts: Incorporate Sonoma Water comments on draft Design Report into final Site Evaluation and Design Alternatives Report to be submitted to CDFW.

Deliverable	Due Date
Draft Site Evaluation and Design Alternative Report	September 27, 2019
Final Site Evaluation and Design Alternative Report	October 29, 2019

1.4. Conceptual (30%) Design Plans:

- a. Prepare Draft and Final Conceptual (30%) Design Plans for the project identified in 1.2 that include, but are not limited to:
 - i. Geotechnical evaluation of sites including construction road access and potential staging areas
 - ii. Preliminary design of site specific restoration elements
 - iii. Title sheet, plan view, and cross sections
 - iv. Hydraulic extents
 - v. Modeling of concept designs to analyze function and habitat suitability
 - vi. Preliminary Basis of Design memo to document alternative analysis and design concepts
- b. Review. Submit to Sonoma Water for review in accordance with the dates listed for this deliverable.
 - i. First Draft: Prepare the Conceptual (30%) Design Plans in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will submit to CDFW and Technical Advisory Committee (TAC), for a minimum thirty (30) day review and comment period in accordance with the dates provided below.
 - ii. Subsequent Draft(s): After the minimum 30 day CDFW and TAC review of the draft Conceptual (30%) Design Plans and Preliminary Basis of Design memo, revise the Conceptual (30%) Design Plans and Preliminary Basis of

Design memo to address CDFW and TAC comments and resubmit an electronic copy of the Conceptual (30%) Design Plans and Preliminary Basis of Design memo for Sonoma Water approval.

- iii. Sonoma Water will resubmit the Conceptual (30%) Design Plans and Preliminary Basis of Design memo to CDFW and TAC in accordance with the dates provided below (Final Conceptual (30%) Design Plans and Preliminary Basis of Design Memo).
- iv. Proceed to work the Intermediate (65%) Design Plans once CDFW engineering staff has approved the Final Conceptual (30%) Design Plans.
- v. Following Sonoma Water approval, submit the final Conceptual (30%) Design Plans to Sonoma Water in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Conceptual (30%) Design Plans and Preliminary Basis of Design Memo	August 27, 2019
Final Conceptual (30%) Design Plans and Preliminary Basis of Design Memo	November 25, 2019

1.5. Intermediate (65%) Design Plans:

- a. Develop Intermediate (65%) Design Plans based on CDFW, TAC, and Sonoma Water comments on the Conceptual (30%) Design Plans, refine restoration design elements, and begin evaluation of construction-related design elements (access, dewatering, tree removal, spoils removals).
- b. Prepare and submit Draft Intermediate (65%) Design Plans that include, but are not limited to:
 - i. Title sheet
 - ii. Project site plans with preliminary grading
 - iii. Longitudinal profiles and typical sections
- c. Review. Submit to Sonoma Water for review in accordance with the dates listed below.
 - i. First Draft: Prepare the Intermediate (65%) Design Plans in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable.
 - a) Sonoma Water will submit to CDFW for a minimum thirty (30) day review and comment period in accordance with the dates provided herein.
 - ii. Subsequent Draft(s): After the minimum 30 day CDFW review, revise the Intermediate (65%) Design Plans to address CDFW comments and resubmit an electronic copy of the Intermediate (65%) Design Plans for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved

Intermediate (65%) Design Plans to Sonoma Water in accordance with the date listed for this deliverable.

- a) Sonoma Water will submit the Final Intermediate (65%) Design Plans to CDFW in accordance with the dates provided below.

Deliverable	Due Date
Sonoma Water Draft Intermediate (65%) Design Plans	January 14, 2020
CDFW Draft Intermediate (65%) Design Plans	January 27, 2020
CDFW Final Intermediate (65%) Design Plans	April 27, 2020

1.6. Basis of Design Report:

- a. Prepare a Basis of Design Report (Design Report) for the Project identified in 1.4 that includes, but is not limited to:
 - i. Title page with name of Project, name of preparer, preparer's company name and address, and date
 - ii. Table of Contents
 - iii. A summary of results
 - iv. Analysis and description of existing site physiography and biotic conditions
 - v. Existing site physiography and biotic conditions
 - vi. Hydrology and hydraulics
 - vii. Habitat restoration elements
 - viii. Final analysis of habitat suitability and improvements based on the model results
 - ix. Descriptions and/or calculations related to engineered components (such as dewatering)
 - x. Sediment transport and scour estimates
 - xi. Site stability and longevity
 - xii. Excavation design components
 - xiii. Project effectiveness monitoring recommendations
 - xiv. Other information to support the recommendations
- b. Submit draft Basis of Design Report to Sonoma Water for review and approval in accordance with the dates provided below. Sonoma Water will return 1 copy of the report within 14 calendar days or approval in writing.
- c. Incorporate Sonoma Water comments on draft Basis of Design Report into final Basis of Design Report.

Deliverable	Due Date
Sonoma Water Draft Basis-of-Design Report	March 31, 2020
Draft Basis-of-Design Report	April 27, 2020

CDFW/TAC comments on CDFW Draft Basis of Design Report	After minimum 30 day review by CDFW/TAC, per agreement with Sonoma Water and CDFW
Final Basis-of-Design Report	July 26, 2020

1.7. Drafting Services

- a. Prepare drawings necessary for Sonoma Water to implement the Project using current Sonoma Water AutoCAD standard at time of Agreement execution. Earlier compatible versions or alternate compatible AutoDesk vertical products may only be used upon written approval of Sonoma Water.
- b. Ensure that drawings are easily readable when reduced to 11" x 17."

2. **TASK 2: ENVIRONMENTAL PERMITTING AND COMPLIANCE**

2.1. Wildlife and Plant Resource Survey and Report

- a. Conduct surveys in collaboration with Sonoma Water, including but not limited to:
 - i. Special status plant species surveys
 - ii. Salmonid surveys
 - iii. California tiger salamander surveys as needed for the selected Project site
- b. Report:
 - i. Contents. Prepare a report of survey results that includes, but is not limited to, the items below.
 - b) Table of Contents
 - c) Goals and objectives
 - d) A map of survey locations
 - e) Species list
 - f) Survey protocols used
 - g) Survey results
 - h) Other information to support the study or as requested by Sonoma Water
 - ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare the report in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft report to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit an electronic copy of the report for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved

report to Sonoma Water in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Wildlife and Plant Resource Survey Reports	September 27, 2019
Final Wildlife and Plant Resource Survey Reports	November 29, 2019

2.2. Wetland Delineation Report:

- a. Conduct wetland delineation(s) for the Project.
- b. Prepare a draft Jurisdictional Wetland Delineation Report to be submitted to the U.S. Army Corps of Engineers (USACE) for verification in accordance with the dates listed for this deliverable.
- c. In collaboration with Sonoma Water, submit the approved Jurisdictional Wetland Delineation Report to Sonoma Water upon approval by USACE in accordance with the dates listed for this deliverable.

Deliverable	Due Date
Draft Jurisdictional Wetland Delineation Report	September 27, 2019
Final Jurisdictional Wetland Delineation Report	November 29, 2019

2.3. CEQA Document:

- a. General:
 - i. Conduct up to 3 meetings with Sonoma Water.
 - ii. Confirm with Sonoma Water that preparation of an Initial Study and Mitigated Negative Declaration (IS/MND) to support the CEQA impact analysis for the Project is the appropriate level of documentation needed.
- b. Administrative Draft IS/MND:
 - i. Contents: Prepare the Administrative Draft IS/MND that includes, but is not limited to, the items below.
 - a) Table of Contents
 - b) Introduction: Purpose of Initial Study
 - c) Project Description:
 - i.) Project Background
 - ii.) Project Purpose and Need
 - iii.) Project Location
 - iv.) Proposed Project
 - v.) Project Implementation
 - vi.) Construction Techniques
 - vii.) Construction Equipment
 - viii.) Duration of Construction

- ix.) Construction Staging Areas
- x.) Project Incorporated Best Management Practices
- xi.) Project Operation and Maintenance
- xii.) Project Financing
- xiii.) Right-of-Way Issues
- xiv.) Jurisdictional/Permitting Agencies
- xv.) Historical and Present Land Use
- xvi.) Conformance with the General Plan
- xvii.) Project Alternatives
- d) Setting, Impact Analysis and Mitigation, including:
 - i.) Description of the existing environmental setting for the proposed Project under each CEQA Guidelines Appendix G resource topic
 - ii.) Analysis under each CEQA Guidelines Appendix G resource topic to identify whether the proposed Project would result in impacts with respect to the environment
 - iii.) Preliminary assessment of potential impact significance in each area of CEQA Guidelines Appendix G based on the available information, including an explanation about why there could or could not be a significant impact and identify measures to mitigate significant effects
 - iv.) Analysis of consistency with existing local and regional planning and zoning documents, as well as the Mandatory Findings of Significance
- e) References and sources
- f) Graphics and appendices
- ii. Review: Submit to Sonoma Water for review in accordance with the dates for this deliverable.
 - a) First Draft: Prepare the Administrative Draft IS/MND in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft Administrative Draft IS/MND to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft Administrative Draft IS/MND and resubmit an electronic copy of the Administrative Draft IS/MND for Sonoma Water approval.
- iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved Administrative Draft IS/MND as the screencheck Public Draft IS/MND described in 2.3.c below.

- c. Public Draft IS/MND:
 - i. Screencheck Public Draft IS/MND: Submit to Sonoma Water for review and approval electronic copies, in MSWord format and PDF, of the Public Draft IS/MND. Submit in accordance with the date listed for this deliverable. Sonoma Water will return the Screencheck Public Draft IS/MND to Consultant with consolidated comments or approval in an electronic MSWord format document.
 - ii. Subsequent Review: If Sonoma Water requests revisions, revise the Screencheck Public Draft IS/MND and resubmit an electronic copy in MSWord format document and PDF for Sonoma Water approval.
 - iii. Following Sonoma Water approval, submit draft approved Public Draft IS/MND to Sonoma Water in accordance with the date listed for this deliverable, and in MS Word and Adobe PDF format.
- d. Prepare State Clearing House Summary Form. Submit an electronic MSWord format document to Sonoma Water for review and approval in accordance with the date listed for this deliverable.
- e. Notice of Completion and Notice of Availability:
 - i. Draft: Submit electronic MSWord format documents to Sonoma Water for review and approval in accordance with the date listed for this deliverable.
 - ii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance, submit final versions of Notice of Completion and Notice of Availability.
- f. Response to Comments Technical Memorandum:
 - i. Organize and summarize comments received during the public review period.
 - ii. Coordinate with Sonoma Water, as necessary, to discuss response strategies and responsibilities.
 - iii. Contents: Prepare a Response to Comments Technical Memorandum that includes copies of comments received, summary of each comment, and a response to each comment.
 - iv. Review: Submit to Sonoma Water for review.
 - a) First Draft: Prepare the Response to Comments Technical Memorandum in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 copy of the draft Response to Comments Technical Memorandum to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft Response to Comments Technical Memorandum and resubmit an electronic copy in MS Word format of the Response to Comments Technical Memorandum for Sonoma Water approval.

- v. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved Response to Comments Technical Memorandum to Sonoma Water in accordance with the date listed for this deliverable.
- g. Prepare draft Notice of Determination for Sonoma Water to file upon adoption of the Mitigated Negative Declaration and Project approval. Submit an electronic MSWord format document to Sonoma Water for review and approval in accordance with the date listed for this deliverable.
- h. Mitigation Monitoring and Reporting Program:
 - i. Prepare Mitigation Monitoring and Reporting Program (MMRP).
 - ii. Define details on the implementation procedures for mitigation measures included in the Public Draft and Final IS/MND.
- i. Final IS/MND:
 - i. Contents: Prepare the Final IS/MND that includes, but is not limited to, the items below.
 - a) Final Public IS/MND
 - b) Response to Comments Technical Memorandum
 - ii. Review: Submit to Sonoma Water for review.
 - a) First Draft: Prepare the IS/MND in draft form and submit an electronic MSWord format document to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of the draft to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft IS/MND and resubmit an electronic copy in MS Word format of the IS/MND for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved IS/MND to Sonoma Water in accordance with the date listed for this deliverable.
- j. Environmental Consultation/References and Administrative Record, including the following:
 - i. Books, documents, research papers, periodicals, professional journals, or other materials used in conducting analyses presented in or cited in the IS/MND.
 - ii. Printed pages of the website (include all pages) to PDF on the access date when any website is consulted or referenced.
 - iii. Copies of any externally referenced maps or graphics.
 - iv. Other supporting information as needed or requested by Sonoma Water.

Deliverable	Due Date
Draft Administrative IS/MND	October 29, 2019

Deliverable	Due Date
Screencheck Draft Public/Agency Review IS/MND	December 30, 2019
Final Public/Agency Review Draft IS/MND	January 31, 2020
Final Administrative Record	January 31, 2020
State Clearinghouse Summary Form	January 31, 2020
Draft Notice of Completion	January 31, 2020
Notice of Completion	January 31, 2020
Draft Notice of Availability	January 31, 2020
Notice of Availability	January 31, 2020
Draft Response to Comments Technical Memorandum	Within 14 calendar days of closure of public/agency comment period
Notice of Determination	Within 7 calendar days of Sonoma Water approval of draft RTC
Final Response to Comments Technical Memorandum	Within 7 calendar days of Sonoma Water approval of draft RTC
Draft IS/MND	Within 7 calendar days of Sonoma Water approval of draft RTC
Final IS/MND	Within 14 calendar days of Sonoma Water approval of draft

2.4. Permit Applications:

- a. Prepare permit applications for the Project, as needed, for implementation of the Project. Applications may include:
 - i. US Army Corp of Engineers 404 Clean Water Act, including any necessary Section 106 (National Historic Preservation Act) compliance information
 - ii. CDFW Lake and Streambed Alteration 1602 Agreement
 - iii. CDFW California Endangered Species Act 2080.1 Consistency Determination
 - iv. Regional Water Quality Control Board 401 Water Quality Certification and Waste Discharge Requirement.

Deliverable	Due Date
Completed permit applications	July 31, 2020

3. TASK 3: SUBMITTAL OF DELIVERABLES

- 3.1. Perform services and submit documents to Sonoma Water for review and approval in accordance with the schedule included for this deliverable.
 - a. Submittal requirements:

- i. Submit one electronic copy in both MS Word and PDF formats (emailed, on CD, or via internet) of each final document deliverable to Sonoma Water, 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 herein. 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 Sonoma Water has not previously approved are made to the drawings or specifications after the 65% design review meeting, submit drawing(s) or specifications to Sonoma Water for approval prior to preparing the final submittal.
- b. Electronic media formats:
 - i. Survey information and drawings: Provide in electronic media format compatible with current Sonoma Water AutoCAD standard in drawing format (.DWG). To ensure there are no discrepancies between electronic and hard copies, provide plot style tables files.
- c. Final Drawing Submittal Requirements:
 - i. Prepare finished contract drawings and maps on bond, 22" x 34" gross size. Drawings shall be "wet" stamped and signed by the appropriate disciplined professional.
 - ii. The final (100%) AutoCAD submittal shall consist of files with filenames specified by Sonoma Water's Drafting/GIS Section. Drawings shall have filenames displayed per Sonoma Water-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 Sonoma Water via AutoCAD ETRANSMIT.
- d. The due dates provided herein are based upon timely review and decision making by Sonoma Water. Delays in the schedule caused by Sonoma Water will be cause for consideration of time extensions.

4. DELIVERABLES

- 4.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Sonoma Water.
- 4.2. Comply with requirements of Article 11 (Content Online Accessibility).

Exhibit B

Schedule of Costs

PERSONNEL	
Title	Hourly Rates
Partner, Principal Engineering Geomorphologist	\$225.00
Partner, Principal Geomorphologist	\$200.00
Partner, Principal Engineer	\$200.00
Senior Environmental Planner	\$200.00
Senior Water Resources Engineer	\$175.00
Water Resources Engineer	\$150.00
Water Resources Engineer/CAD	\$125.00
Environmental Planner	\$120.00
Junior Engineer	\$115.00
Administrative	\$90.00
EXPENSES	
Item	Cost
Subconsultant: Applied Technology & Science	at cost, not to exceed \$31,839.00
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Survey Rental Equipment	at cost
Mileage for personal car	Current IRS rate
Midsize rental car	daily rate, at cost
Maximum expenses per day	\$720.00

Exhibit C

Estimated Budget for Scope of Work


LABOR HOURS AND COSTS				<div>FlowWest</div>										
Task No.	Task Description	Total Cost	Total Hours	Mark Tompkins	Anthony Falzone	Paul Frank	Mike Urkov	Colin Hanley	Bethany Hackenjos	Anna Kladzyk	Matt Ormandy	Christine Day	Anne de Graaf	Louise Ullrich
				Partner, Principal Engineering Geomorphologist	Partner, Principal Geomorphologist	Partner, Principal Engineer	Senior Environmental Planner	Senior Water Resources Engineer	Water Resources Engineer	Water Resources Engineer	Water Resources Engineer / CAD	Environmental Planner	Junior Engineer	Administrative
				\$ 225.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 175.00	\$ 150.00	\$ 150.00	\$ 125.00	\$ 120.00	\$ 115.00	\$ 90.00
6	High Priority Project Design	\$ 77,750	550											
6.1	Site Evaluation and Design Alternatives	\$ 10,520	80		4	4		4			40			28
6.2	Conceptual (30%) Design Plans	\$ 25,800	184	2	4	8		20	40		80			30
6.3	Intermediate (65%) Design Plans	\$ 25,350	178	2	8	8	4	20	16	16	64			40
6.4	Basis of Design Report	\$ 16,080	108	2	8	2	2	20	24	8	24	2	10	6
		\$ -	0											
7	Environmental Permitting and Compliance	\$ 87,750	635											
7.1	Wildlife and Plant Resource Survey	\$ 3,240	19		8		4					7		
7.2	Wetland Delienation	\$ 7,480	57		4		4					49		
7.3	CEQA Documentation	\$ 67,350	485		32	8	40	20	40	40	40	165	82	18
7.4	Permit Applications	\$ 9,680	74		4		4	4				60		2
		\$ -	0											
TOTAL LABOR COSTS AND HOURS:		\$ 165,500	1185	6	72	30	58	88	120	64	248	283	190	26
				\$ 1,350	\$ 14,400	\$ 6,000	\$ 11,600	\$ 15,400	\$ 18,000	\$ 9,600	\$ 31,000	\$ 33,960	\$ 21,850	\$ 2,340

Exhibit D

Public Entities General Grant Provisions

California Department of Fish and Wildlife

Exhibit 1.a – Public Entities General Grant Provisions

Agreement Number: P17960008

Grantee Name: Sonoma County Water Agency

Page 1 of 6

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the California Department of Fish and Wildlife (CDFW). Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Grantee agrees that the CDFW, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code, CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State of California, CDFW, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all of Grantee's employees or agents, contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

The State of California shall defend, indemnify and hold the Grantee, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the State of California, or its agencies, their respective officers, agents or employees.
6. **DISPUTES:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
7. **INDEPENDENT CONTRACTOR:** Grantee, and the agents and employees of Grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State. Grantee acknowledges and promises that CDFW is not acting as an employer to any individuals furnishing services or work pursuant to this Agreement.

(Rev. 05/12/15)

**Exhibit 1.a – Public Entities
General Grant Provisions**Agreement Number: P17960008Grantee Name: Sonoma County Water Agency

Page 2 of 6

8. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

9. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
10. **LICENSES AND PERMITS (If Applicable):** The Grantee is responsible for obtaining all licenses and permits required by law for accomplishing any work required in connection with this Agreement. Costs associated with permitting may be reimbursed under this Grant Agreement only if approved in the budget detail and payment provisions section.
11. **RIGHTS IN DATA:** The Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Agreement, are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Grantee may copyright the same, except that, as to any work which is copyrighted by the Grantee, the State reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.
12. **CONTINGENT FUNDING:** It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of State appropriation of funds for the mutual benefit of both parties in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

(Rev. 05/12/15)

**Exhibit 1.a – Public Entities
General Grant Provisions**Agreement Number: P17960008Grantee Name: Sonoma County Water Agency

Page 3 of 6

This Agreement is valid and enforceable only if sufficient funds are made available pursuant to the California State Budget Act for the fiscal year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Legislature of any statute enacted by the Legislature which may affect the provisions, terms or funding of this Agreement in any manner.

It is mutually agreed that if the Legislature does not appropriate sufficient funds for the Agreement, the State has the option to terminate the Agreement under the termination clause or to amend the Agreement to reflect any reduction of funds. CDFW has the option to invalidate the contract under the 30-day cancellation clause or to amend the Agreement to reflect any reduction in funds.

13. RIGHT TO TERMINATE:

- a. This agreement may be terminated by mutual consent of both parties or by any party upon thirty (30) days written notice and delivered by USPS First Class or in person.
- b. In the event of termination of this Agreement, Grant Recipient shall immediately provide CDFW an accounting of all funds received under the Agreement and return to CDFW all funds received under this Agreement which have not been previously expended to provide the services outlined within this agreement.
- c. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination. CDFW shall reimburse Grantee for all allowable and reasonable costs incurred by it for the Project, including foreseeable and uncancellable obligations. Upon notification of termination from CDFW, Grantee shall use its reasonable efforts to limit any outstanding financial commitments.

- 14. CONFIDENTIALITY OF DATA:** The Grantee shall protect from disclosure all information made available by CDFW. The Grantee shall not be required to keep confidential any data or information which is publicly available, independently developed by the Grantee, or lawfully obtained from third parties. Written consent of CDFW must be obtained prior to disclosing information under this Agreement.

- 15. DISCLOSURE REQUIREMENTS:** Any document or written report prepared in whole or in part pursuant to this Agreement shall contain a disclosure statement indicating that the document or written report was prepared through an Agreement with the State. The disclosure statement shall include the Agreement number and dollar amount of all Agreements and subcontracts relating to the preparation of such documents or written reports. The disclosure statement shall be contained in a separate section of the document or written report.

If the Grantee or any subcontractor(s) are required to prepare multiple documents or written reports, the disclosure statement may also contain a statement indicating that the total Agreement amount represents compensation for multiple documents or written reports. The Grantee shall include in each of its subcontracts for work under this Agreement, a provision which incorporates the requirements stated within this section.

(Rev. 05/12/15)

16. USE OF SUBCONTRACTOR(S): If the Grantee desires to accomplish part of the services through the use of one (1) or more subcontractors, the following conditions must be met:

- a. The Grantee shall submit any subcontracts to the State for inclusion in the grant file;
- b. The Agreement between the primary Grantee and the subcontractor must be in writing;
- c. The subcontract must include specific language which establishes the rights of the auditors of the State to examine the records of the subcontractor relative to the services and materials provided under the Agreement; and
- d. Upon termination of any subcontract, the State shall be notified immediately, in writing.

The Grantee shall ensure that any subcontract in excess of \$100,000 entered into as a result of this Agreement contains all applicable provisions stipulated in this Agreement.

17. POTENTIAL SUBCONTRACTOR(S): Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractor(s) and no subcontract shall relieve the Grantee of its responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its subcontractor(s) and of persons directly employed or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractor(s) is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

18. TRAVEL AND PER DIEM (if applicable): The Grantee agrees to pay reasonable travel and per diem to its employees under this Agreement. The reimbursement rates shall not exceed those amounts identified in the Department of Personnel Administration and/or Universities of California travel reimbursement guidelines.

19. LIABILITY INSURANCE (as applicable): Unless otherwise specified in the Grant Agreement, when the Grantee submits a signed Agreement to the State, the Grantee shall also furnish to the State either proof of self-insurance or a certificate of insurance stating that there is liability insurance presently in effect for the Grantee of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. Grantee agrees to make the entire insurance policy available to the State upon request.

The certificate of insurance will include provisions a, b, and c, in their entirety:

- a. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State;
- b. The State of California, its officers, agents, employees, and servants are included as additional insured, by insofar as the operations under this Agreement are concerned; and
- c. The State will not be responsible for any premiums or assessments on the policy.

(Rev. 05/12/15)

**Exhibit 1.a – Public Entities
General Grant Provisions**Agreement Number: P17960008Grantee Name: Sonoma County Water Agency

Page 5 of 6

The Grantee agrees that the bodily injury liability insurance herein provided for, shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Grantee agrees to provide, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and the Grantee agrees that no work or services shall be performed prior to giving of such approval. In the event the Grantee fails to keep in effect, at all times, insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

CDFW will not provide for, nor compensate the Grantee for any insurance premiums or costs for any type or amount of insurance. The insurance required above, shall cover all Grantee supplied personnel and equipment used in the performance of this Agreement. When applicable, if subcontractors performing work under this Agreement do not have insurance equivalent to the above, the Grantee's liability shall provide such coverage for the subcontractor, except for coverage for error, mistake, omissions, or malpractice, which shall be provided by the subcontractor if such insurance is required by the State.

20. GRANTEE STAFF REQUIREMENTS: The Grantee represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CDFW or any other California State entity.

21. PROPERTY ACQUISITIONS AND EQUIPMENT PURCHASES: Property, exclusive of real property, as used in this exhibit shall include the following:

- a. Equipment – Tangible property (including furniture and electronics) with a unit cost of \$5,000 or more and a useful life of four (4) years or more. Actual cost includes the purchase price plus all costs to acquire, install, and prepare the equipment for its intended use.
- b. Furniture, including standard office furnishings including desks, chairs, bookcases, credenzas, tables, etc.
- c. Portable Assets, including items considered 'highly desirable' because of their portability and value, e.g., calculators, computers, printers, scanners, shredders, cameras, etc.
- d. Electronic Data Processing (EDP) Equipment, including all computerized and auxiliary automated information handling, including system design and analysis; conversion of data; computer programming; information storage and retrieval; voice, video and data communications; requisite system controls; simulation and all related interactions between people and machines.

The Grantee may purchase property under this Grant Agreement only if specified in the budget detail and payment provisions section. All property purchased by Grantee is owned by the

(Rev. 05/12/15)

**Exhibit 1.a – Public Entities
General Grant Provisions**

Agreement Number: P17960008

Grantee Name: Sonoma County Water Agency

Page 6 of 6

Grantee. CDFW does not claim title or ownership to the property, but requires Grantee to maintain accountability for all property purchased with grant funds.

Title or ownership to property with a unit cost of \$5,000 or more may be retained by Grantee or Grantor upon end of the grant cycle; final disposition will be coordinated by CDFW's Grant Manager.

Before property purchases made by the Grantee are reimbursed by CDFW, the Grantee shall submit paid Grantee receipts identifying the Grant Agreement Number, purchase price, description of the item (s), serial number(s), model number(s), and location, including street address where property will be used during the term of this Grant Agreement. Said paid receipts shall be attached to the Grantee's invoice(s).

The Grantee shall keep, and make available to Grantor, adequate and appropriate records of all property purchased with the Grant Agreement funds.

Prior written authorization by the CDFW Grant Manager shall be required before the Grantee will be reimbursed for any property purchases not specified in the budget. The Grantee shall provide to CDFW Grant Manager, all particulars regarding the necessity for such property and the reasonableness of the cost.

Property will only be considered for purchase approval if no other equipment owned by the applicant is available and suitable for the project.

Grant funds cannot be used to reimburse the project for equipment obtained prior to the beginning of the grant term.

Grant funds cannot be used for property if specifically prohibited in the authorizing legislation or restricted in the terms of the program.

Should this Grant Agreement be cancelled for any reason, any property purchased with grant funds shall be returned to Grantor.

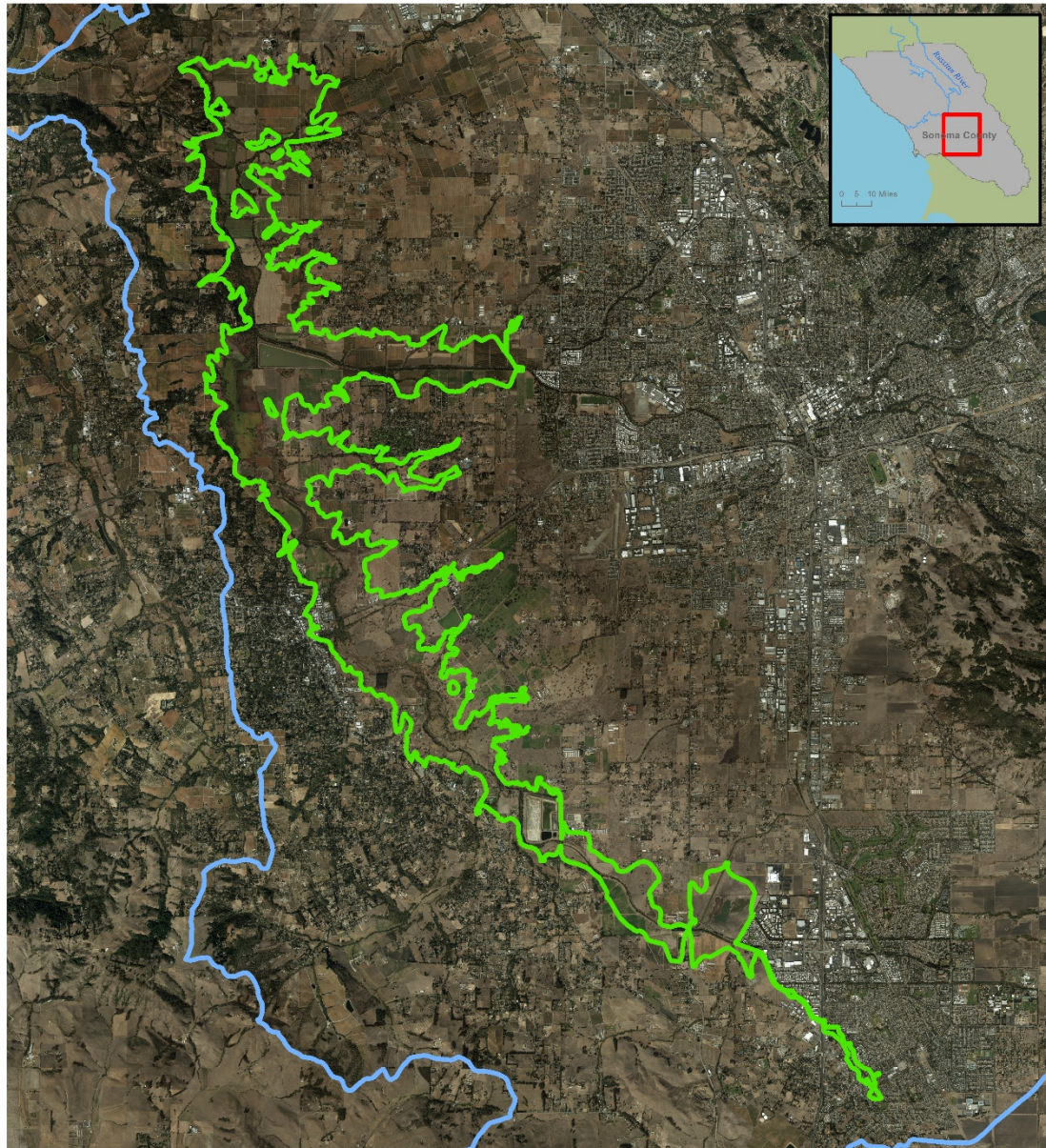
State policies and procedures applicable to procurement with nonfederal funds, shall apply to procurement by the Grantee under this Grant Agreement, provided that procurements conform to applicable State law and the standards identified in this exhibit. These include, but are not limited to: statutes applicable to State agencies; statutes applicable to State colleges and universities; public works projects; the California Constitution governing University of California contracting, the State Administrative Manual; statutes applicable to specific local agencies; applicable city and county charters and implementing ordinances including policies and procedures incorporated in local government manuals or operating memoranda.

(Rev. 05/12/15)

Exhibit E

Map

Laguna-Mark West Master Restoration Plan

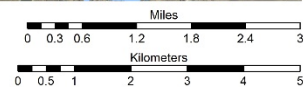


**Sonoma
Water**

Map Date: 5/16/2019

Laguna-Mark West Watershed
Master Restoration Plan Study Area
(equal to the 100 year floodplain)

Laguna de Santa Rosa Watershed
Boundary



DISCLAIMER: This map document and associated data are distributed for informational purposes only "AS-IS" at the published scale and provided without warranty of any kind, expressed or implied. The positional accuracy of the data is approximate and not intended to represent survey map accuracy. The Sonoma County Water Agency assumes no responsibility arising from the use of this information.

Exhibit F

Insurance Requirements

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

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

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

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

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it

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

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be 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 Sonoma Water.

- 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.
 - d. 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. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference: TW 18/19-113.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4 above.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

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

1.8. Material Breach

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

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Certain Underwriters at Lloyds

Unique Market Reference B0775RAV00218

effective date of this endorsement:

policy number: ENC 0002505-01

07/01/2018

Endorsement Number: 04

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

In consideration of an additional premium of \$0, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

SCHEDULE

Name of Additional Insured Person(s) Or Organization(s):	Location(s) of Covered Operations
Any person(s) or organization(s) where this endorsement is required by contract.	All project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

Certain Underwriters at Lloyds

Unique Market Reference B0775RAV00218

effective date of this endorsement:	policy number: ENC 0002505-01
07/01/2018	Endorsement Number: 03
PRIMARY/NON-CONTRIBUTORY – OTHER INSURANCE CONDITION	

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS
LIABILITY COVERAGE PART

All other terms and conditions of this Policy remain unchanged.

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.