



June 13, 2024

Sonoma County Water Agency Request for Proposals

Deadline for Submission

2:00 p.m., Wednesday, July 17, 2024

RE: REQUEST FOR PROPOSALS FOR ENGINEERING AND DESIGN SERVICES RELATED TO THE EEL-RUSSIAN FACILITY PLANNING AND DESIGN PROJECT

1. INTRODUCTION

- 1.1. Sonoma County Water Agency (Sonoma Water) invites proposals from firms interested in providing engineering services for the new Eel-Russian Facility Planning and Design Project (Project).
- 1.2. Sonoma Water does not guarantee work to any qualified firm.
- 1.3. This is not a bid process.

2. PASS/FAIL REQUIREMENTS

- 2.1. Proposals that do not pass the requirements and show evidence thereof under the following Sections will not be evaluated under Section 9, Evaluation, below.
 - a. Section 3, Funding (Submittal items 8.2.c and 8.2.d).
 - b. Section 5, Minimum Qualifications (Submittal item 8.2.e).
 - c. Section 6, Prevailing Wages (Submittal item 8.2.f).

3. FUNDING

- 3.1. The Project is federally funded with a grant from the US Bureau of Reclamation and, therefore, requires outreach to Disadvantaged Business Enterprises (DBE).
- 3.2. Procedural guidelines for the DBE process and Form 1 - DBE Checklist have been included with this Request for Proposals (RFP) as Attachment 1 (DBE Process). If you intend to subcontract any work, these guidelines must be followed for DBE compliance, and Form 1 – DBE Checklist must be submitted with the proposal. The selected firm will be required to report actual DBE participation periodically to Sonoma Water during the term of the agreement.
- 3.3. Federal funding also requires prospective lower tier participants (consultants and sub-consultants receiving federal funds) to provide certification regarding debarment and lobbying activities. These documents are included as Attachment 2 (Federal Certifications), and both certifications must be signed and returned with the proposal.

4. BACKGROUND

- 4.1. The Potter Valley Project is an inter-basin water transfer project, importing water from the Eel River basin to a hydroelectric facility in the headwaters of the East Fork Russian River that has been in operation for over a century. The project facilities include Scott and Cape Horn dams on the Eel River, a diversion tunnel and hydroelectric plant in the Russian River Watershed above Lake Mendocino. The project is owned and operated by Pacific Gas and Electric Company (PG&E).
- 4.2. In 2019, PG&E chose not to relicense the project with the Federal Energy Regulatory Commission (FERC) and plans to submit a final license surrender application by 2025. Once approved by FERC, PG&E may begin decommissioning the project. PG&E has indicated decommissioning will include removing the dams and hydroelectric facilities. A preferred alternative facility has been identified by proponents in both the Eel and Russian watersheds that will maintain water diversions to the Russian River and allow volitional fish passage along the Eel River.
- 4.3. Since 2017, Sonoma Water has been actively involved with other stakeholders to advocate for continued transfers of Eel River water to the Russian River in a manner that enhances Eel River fisheries. This partnership currently includes Sonoma Water, Mendocino Inland Water and Power Commission, Round Valley Indian Tribes, California Department of Fish and Wildlife, Humboldt County, California Trout, and Trout Unlimited.
- 4.4. In 2022, Sonoma Water obtained a planning grant from the California Department of Water Resources to evaluate the feasibility and risks associated with acquiring and modifying existing diversion facilities and constructing new infrastructure to continue importing water from the Eel River into the Russian River Watershed. The work included development of feasibility-level designs (20-30% design) and cost estimates for modifications to and operations of the Cape Horn Dam and appurtenant diversion facilities to restore capacity to meet design flow rates, improve fish passage,

continued maintenance, and system upgrades. The study, entitled “Potter Valley Project Diversion Facilities Assessment, Preliminary Engineering Report,” was completed on May 25, 2024, and identified a preferred alternative fish passage and diversion facility. The report can be found on [Sonoma Water’s website](#). The preferred alternative, the New Eel-Russian Facility (NERF), will include substantial removal of Cape Horn Dam, construction of a pump station, and modification of the Van Arsdale tunnel intake infrastructure on the Eel River. The NERF will be operated as a run-of-the-river facility – diverting flow from the Eel to the Russian River basin in a manner that protects the ecological integrity of the Eel River.

- 4.5. The United States Bureau of Reclamation (Reclamation) provides opportunities to apply for funding through its WaterSMART Aquatic Ecosystem Restoration Grant Program (AERP). AERP aims to support collaborative efforts in studying, designing, and constructing projects that restore aquatic ecosystems. In December 2023, Sonoma Water was awarded \$2 million in AERP funding. The grant funding will be used to advance the NERF to the 60% design stage and continue to support a technical advisory group to evaluate designs and future operations.
- 4.6. Sonoma Water seeks the assistance of a consultant to advance the NERF. The selected consultant will complete a final design package for the preferred alternative at the 60% design level or greater. The final design package is anticipated to include, but is not limited to, the following:
 - a. Basis of Design Report (including geotechnical investigation and 2-D hydraulic model development and application).
 - b. 60% design drawing plan set.
 - c. 60% technical specifications for major products.
 - d. 60% technical specification table of contents.
 - e. Association for the Advancement of Cost Engineering (AACE) Class 3 Cost Estimate.
 - f. Construction schedule.
 - g. 60% bid table and bid item descriptions.
 - h. Topographic and bathymetric survey information.
- 4.7. Sonoma Water reserves the right to amend the existing agreement or enter into subsequent agreement(s) with the firm selected, relying upon this competitive selection process, after the preliminary or initial work is completed for the Project. This may include, but is not limited to, preliminary or initial design, feasibility study, and final design.

5. MINIMUM QUALIFICATIONS

- 5.1. Qualified firms or teams must include individuals with State of California Professional Engineering licenses in geotechnical, civil, and structural engineering.
- 5.2. Firms that do not meet the minimum qualifications will not have their proposal evaluated under Section 9, Evaluation, below.

6. PREVAILING WAGES

- 6.1. Pursuant to Labor Code sections 1720 and 1771, the Project is subject to the payment of prevailing wages and will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Each firm submitting a proposal must be a DIR-registered contractor pursuant to Labor Code section 1725.5 at the time the proposal is submitted.
- 6.2. A proposal from any firm that is not a DIR-registered contractor at the time the proposal is submitted will be rejected for non-responsiveness. Pursuant to Labor Code section 1725.5, all subcontractors identified in a firm's proposal who are performing work that requires payment of prevailing wages shall also be DIR-registered contractors at the time the proposal is submitted.
- 6.3. Prevailing wage requirements from the sample agreement are included as Attachment 3 to this RFP.

7. LIVING WAGE

- 7.1. If selected for an agreement, the firm must comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided under the contract to be awarded pursuant to this RFP. Without limiting the generality of the foregoing, firms submitting proposals expressly acknowledge and agree that any agreement developed pursuant to this RFP 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.
- 7.2. The Living Wage Ordinance can be found at: [Living Wage Ordinance](#).

8. SUBMITTAL OF PROPOSALS

- 8.1. A sample agreement is enclosed. Please review the entire sample agreement carefully before submitting a proposal. If any significant omissions or ambiguities in this RFP come to Sonoma Water's attention while under review by interested firms, Sonoma Water will make a uniform written response to all parties.
- 8.2. Proposals shall include the following:
 - a. A table of contents and page numbers.
 - b. Legal name of company, how organized (non-profit, LLC, etc.), and where company is incorporated. Not required for individuals.
 - c. Required evidence of DBE outreach. If no outreach is conducted pursuant to Section 3 of this RFP, include the statement "No subcontractors or subconsultants will be used for this Project." (See Section 3 above.)
 - d. Required certifications regarding debarment and lobbying. (See Section 3 above.)

- e. Evidence of minimum qualifications. (See Section 5 above.)
 - f. Screenshot of registration with the Department of Industrial Relations showing effective date and expiration date. (See Section 6 above.)
 - g. A statement of similar work previously performed, including at least three references with name of organization, contact person, and telephone number.
 - h. A statement of experience preparing specifications in the 2018 edition of CSI MasterFormat utilizing SectionFormat and PageFormat.
 - i. Resumes for key personnel assigned to the work including project experience, education, and certifications that highlight experience and expertise with passage facility designs for anadromous fish, diversion facilities, and stakeholder and regulatory agency outreach and coordination.
 - j. A staffing plan or organization chart identifying personnel devoted to each component and discipline of the work (e.g. project manager, principal, quality control/assurance, geotechnical, civil, structural, mechanical, electrical, etc.).
 - k. A list of persons or firms to whom any phase of the work may be subcontracted, including a statement of their qualifications and experience.
 - l. A project understanding statement identifying key constraints and factors to be considered.
 - m. A description of the project approach including key tasks and milestones to perform required services.
 - n. A schedule of the proposed work identifying completion dates for key tasks and milestones.
 - o. An estimated breakdown of costs and hours for the work organized by task, including hourly rates of personnel to be assigned and anticipated expenses.
 - p. Any proposed exceptions to the indemnification, insurance, or other standard terms of the sample agreement. Please make comments as specific as possible; reference to exceptions or negotiated terms included in prior agreements is not acceptable. Exceptions not explicitly stated in the proposal will not be considered during negotiations. Please note that proposing significant changes to standard terms may result in a lower evaluation score. If standard terms are acceptable, include the statement "No exception to standard terms."
- 8.3. Submit an electronic copy of the proposal to Sonoma Water at Submissions@scwa.ca.gov by 2:00 p.m., Wednesday, July 17, 2024. Please reference TW 23/24-112 in the subject line of the email. A confirmation email will be generated in response to each submission to this email address. If a confirmation email is not received, please check spam and junk mail folders.
- 8.4. In addition, submit proposals to the County of Sonoma Purchasing Department via the Supplier Portal by the deadline for submission and in accordance with Attachment 4 (Supplier Portal Registration Guide). Sonoma County Supplier Portal Frequently Asked Questions can be found at [FAQs](#).
- 8.5. Proposals received after the electronic submittal deadline will not be accepted.

8.6. Confidentiality

- a. Upon submission, proposals shall be treated as confidential documents until the selection process is completed. The selection process is deemed completed after completion of negotiations for an agreement, but before agreement execution. Once the selection process is completed, proposals shall be deemed public record. In the event that a proposer desires to claim portions of its proposal exempt from disclosure, it is incumbent upon the proposer to clearly identify those portions with the word "Confidential" printed on the top right hand corner of each page for which such privilege is claimed and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing the subject information. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the proposal in order to facilitate public inspection of the non-confidential portion of the proposal. Sonoma Water will consider a proposer's request for exemptions from disclosure; however, Sonoma Water will make its decision based upon applicable laws. An assertion by a proposer that the entire proposal, large portions of the proposal, or a significant element of the proposal, are exempt from disclosure will not be honored. Prices, makes and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.
- b. Sonoma Water will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposal. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that Sonoma Water does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:
 - i. [Legal name of proposer] shall indemnify, defend and hold harmless the Sonoma County Water Agency, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning, or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary, or otherwise not subject to disclosure as a public record.

9. EVALUATION

- 9.1. Proposals that do not include the information requested cannot be adequately evaluated. Evaluation will be based on the following criteria, which are listed in order of importance:
 - a. Professional qualifications and demonstrated ability to perform the work (Submittal Items 8.2.g, 8.2.h, 8.2.i, 8.2.j, and 8.2.k8.2.l).

- b. Responsiveness to the work requirements (Submittal Items 8.2.l, 8.2.m, and 8.2.n).
 - c. Exceptions to standard terms in the sample agreement (Submittal Item 8.2.p).
 - d. Thoroughness of proposal.
- 9.2. The estimated breakdown of costs requested in Submittal item 8.2.o is not part of the qualification evaluation. This information will only be considered for purposes of selecting amongst qualified firms after the qualification evaluation is complete.
- 9.3. A final agreement will be negotiated with the firm selected, if any, including costs and scope of work. If the selected firm and Sonoma Water are not able to reach agreement, other qualified firms may be contacted.

10. CONTACTS

- 10.1. Please send questions about the content of this RFP to Sonoma Water at Submissions@scwa.ca.gov. Please reference TW 23/24-112 in the subject line of the email. If Sonoma Water considers interpretations or clarifications necessary, Sonoma Water will provide a written supplement to this RFP.
- 10.2. For technical issues with the County of Sonoma Supplier Portal, please contact the County of Sonoma Purchasing Department Supplier Desk at supplier-desk@sonoma-county.org.

Sincerely,

David Manning
Environmental Resources Manager

Encs.

c: Rochelle Mueller
Lynne Rosselli
Joan Hultberg
Nicole McGloin
Brad Elliott

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ATTACHMENT 1 – DBE PROCESS

Disadvantaged Business Enterprises (DBE) Procedural Guidelines

NOTE

These procedures are required only if you intend to employ subcontractors to perform work under the agreement.

1. INTRODUCTION

- A. Sonoma Water intends to seek reimbursement of its costs incurred in connection with this project from the US Bureau of Reclamation, which requires outreach to minority-owned, women-owned, and small businesses, both by Sonoma Water and any consultants, contractors, or subcontractors working on this project.
- B. If Consultant will employ subconsultants or subcontractors for any work on the proposed project, Consultant must comply with the DBE procedures herein prior to submitting a proposal. If Consultant will not use subs, this Exhibit does not apply.
- C. The goal of this document is to notify Consultant of compliance measures required under federal regulations. However, this document shall not operate to relieve Consultant of its duty to become fully informed regarding applicable state and federal regulations.
- D. Reporting of outreach efforts for federal funding requirements shall be done on the forms included in this document.
- E. In this document and on related forms, the acronym DBE is described as follows:

DBE Disadvantaged Business Enterprise:

For the purposes of this solicitation, a DBE means a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons as defined by the Small Business Administration, Environmental Protection Agency, or US Department of Transportation.

- F. The following acronyms are sometimes used in this document and on related forms to describe federal agencies that provide resources that should be used to conduct outreach efforts described in Section 2 (Outreach Requirements):
 - 1. Small Business Administration (SBA)
 - 2. Minority Business Development Agency (MBDA)
- G. To qualify as a DBE, a business must be certified by the U.S. EPA, U.S. Small Business Association, U.S. Department of Transportation, or by another state, local, tribal, or private entity whose certification criteria match those maintained by these federal agencies.

2. OUTREACH REQUIREMENTS

A. "GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract DBEs. The process to attract DBEs is referred to as the "Good Faith" effort. This effort requires the recipient, Consultant and any subcontractors to take the steps listed below to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a Consultant fails to take the steps outlined below shall cause the proposal to be rejected as non-responsive and/or be deemed a material breach of the contract.

STEP 1: Include qualified DBE enterprises on solicitation lists.

Consultant shall ensure DBE enterprises are made aware of contracting opportunities to the fullest extent possible through outreach and recruitment activities. For example, publish notices in trade papers or newspapers and advertise on the websites of the following agencies: SBA and MBDA. Additional online resources are listed in Paragraph 5, below.

STEP 2: Assure that DBE enterprises are solicited whenever they are potential sources.

Solicitation should be as broad as possible and should occur throughout the life of the Project whenever procuring supplies, construction, or services. (See Step 5, below, for solicitation-related requirements.)

STEP 3: Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBE enterprises.
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Consider in the scope of work whether portions of the work could be feasibly procured with DBE enterprises. This will include dividing total requirements into smaller tasks or quantities to permit maximum participation by DBEs.

STEP 4: Establish delivery schedules, where the requirements of the work permit, which will encourage participation by DBE enterprises.
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Make information on opportunities available to DBE enterprises well in advance, arrange time frames for contracts and establish delivery schedules in a way that encourages and facilitates participation by DBEs.
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STEP 5: In soliciting qualified firms, use the services of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA).

These agencies offer several services that are provided at no cost, including Internet access to databases of DBE enterprises and the ability to post an advertisement seeking qualified DBE firms. Consultant must **provide evidence (documentation) to Sonoma Water that the services of SBA and MBDA were used.** See Table 1 below for website addresses.

STEP 6: If subcontracts are to be let, Consultant shall take the affirmative steps listed in 2 CFR 200.321

TABLE 1. ACCESSING RESOURCES AND PRODUCING DOCUMENTATION

<i>Resources</i>
<p>1. Small Business Administration (SBA)</p> <p>A. Consultant can search and advertise for DBE services and supplies at the SBA website. Documentation, including negative reports should be provided to show proof of outreach.</p> <ul style="list-style-type: none">➤ To perform searches for DBE firms, go to:<ul style="list-style-type: none">✓ http://web.sba.gov/pro-net/search/dsp_dsbs.cfm➤ To document searches Consultant can: Print Adobe PDF copy of search results from the website, showing website address, description of work, search criteria, and date of search. Use reasonably broad search criteria for geographic boundaries and work descriptions to maximize the probability of generating a list of qualified DBEs. Consultant should try to make an effort to seek DBE firms working in the same geographic area in which Consultant seeks subcontractors/services for a given solicitation.➤ To post opportunities for DBE firms (registration required) go to SBA Connect at<ul style="list-style-type: none">✓ https://connect.sba.gov✓ For instructions on registering to post to DBEs on SBA SubNet: SubNet Training Video➤ To document postings:<ul style="list-style-type: none">✓ Print Adobe PDF copy of posting from the website, showing website address and date of post. <p>B. Consultant should make an effort to send each entity on the list of qualified DBEs from the search results above a solicitation. Documentation, including negative reports, should be provided:</p> <ul style="list-style-type: none">• Evidence that qualified DBEs from the search results were solicited should be provided. Evidence may be in the form of emails, faxes, letters, or phone logs.

2. U.S. Department of Commerce Minority Business Development Agency (MBDA):

A. Consultant can email opportunities to the MBDA Business Development Office and they will post it/distribute it to area businesses in the identified trades. Include NAICS codes in the email. Emails should go to:

Tony Tang

ttang@sanjosembdacenter.com

- Document this effort by saving a copy of the email to MBDA.

3. DOCUMENTATION OF OUTREACH EFFORTS

- A. Sonoma Water requires evidence that Consultant has followed the affirmative steps above by completing Form 1 – DBE Checklist.
- B. Prior to submitting your response or proposal to Sonoma Water, use Form 1 - DBE Checklist at the end of this document to document your DBE enterprises solicitation efforts. Read it carefully, follow its directions, and attach backup documentation described in Table 1 above. Please submit this completed checklist and backup documentation with your proposal.
- C. In addition to the foregoing documentation requirements, Consultant shall provide semiannual reports on DBE enterprises utilization using a form provided by Sonoma Water.

4. ADMINSTRATIVE REQUIREMENTS

- A. Consultant shall pay its subcontractors/suppliers/vendors for satisfactory performance no more than 30 days from the Consultant’s receipt of payment from Sonoma Water; and
- B. If a DBE subcontractor/supplier/vendor fails to complete work under the subcontract for any reason, Consultant shall undertake the outreach steps described in Section 2, above, if soliciting a replacement subcontractor/supplier/vendor.

5. OTHER USEFUL RESOURCES

The web sites in the table below offer resources for expanding searches for eligible DBEs beyond those required sources listed above.

Other DBE Search Sites

[The Supplier Clearing House \(SCH\) Certified Directory](#)

SCH maintains a database of DBE-owned business enterprises.

Other DBE Search Sites[California Department of Transportation \(Caltrans\) DBE System](#)

Based on the federal Disadvantaged Business Enterprises (DBE) program, Caltrans maintains a database and provides directories of minority and woman-owned firms.

[U.S. EPA Office of Small, Disadvantaged Business Utilization \(OSDBU\)](#)

One of the resources to assist prime contractors is a listing of small and disadvantaged businesses (a vendor profile system) registered with OSDBU.

Form 1 DBE Checklist

Purpose and Use: This form is to be completed by Consultant and submitted with its proposal **if subconsultants will be used on the Project**. Complete this checklist and provide a written explanation for “No” answers. Sonoma Water uses this form to evaluate DBE outreach efforts undertaken by Consultant.

DBE Checklist		Yes	No
1	Did you solicit proposals or quotes from subcontractors/suppliers/vendors for this project?		
2	Did you break down the project, where economically feasible, into smaller tasks, quantities, or components to permit maximum participation by DBE enterprises?		
3	Did project components have reasonable delivery schedules so as to encourage maximum participation of DBEs?		
4	Did you provide sufficient time to facilitate the submission of DBE proposals?		
5	Did you use the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the US Department of Commerce (MBDA)?		
6	Did you identify DBEs that may be potential sources of supplies, construction, and services?		
7	If the answer to Question 6 (above) was “yes,” did you solicit proposals from those DBEs?		

10.3. * Supporting Documentation:

Attach supporting documentation of outreach efforts, which may include, but is not limited to, the following: 1) copies of advertisement postings in newspapers, trade journals, or websites, 2) evidence of the use of the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the US Department of Commerce (MBDA), such as search results showing the website address where search was performed, description of work, search criteria, and the date of search, and 3) evidence that qualified DBEs identified by Consultant were solicited, such as records of communications between Consultant and identified DBEs.

CERTIFICATION

I certify that I am duly authorized to bind the Consultant to this certification, that I have reviewed and understand the requirements described in Disadvantaged Business Enterprises (DBE) Procedures and that I have taken the steps required therein. I further understand and certify that Sonoma Water may review the

records described above prior to Award of Contract and that failure to establish compliance to Sonoma Water’s satisfaction may result in rejection of the Proposal.

SIGNATURE: _____

TITLE: _____

DATE EXECUTED: _____

ATTACHMENT 2 – FEDERAL CERTIFICATIONS

Construction and Services Agreements

- Certification 1: Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion
- Certification 2: Certification Regarding Lobbying

Certification 1

1. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, Owner may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

2. INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9,

subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

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

Contractor Signature

Date

Certification 2

1. CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. If any registrant under the Lobbying Disclosure Act of 1995 has made lobbying contacts on behalf of the undersigned with respect to this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
4. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. An imposition of a civil penalty under this subsection does not prevent the United States from seeking any other remedy that the United States may have for the same conduct that is the basis for the imposition of such civil penalty.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801 *et seq.*, apply to this certification and disclosure, if any.

Contractor Signature

Date

**ATTACHMENT 3 – PREVAILING WAGE REQUIREMENTS
(ARTICLE 13 OF SAMPLE AGREEMENT)**

13. PREVAILING WAGES

- 13.1. *General:* Consultant shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Sonoma Water to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Sonoma Water and will be made available to any person upon request.
- 13.2. *Subcontracts:* Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- 13.3. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.
- 13.4. *Compliance with Law:* In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.



ATTACHMENT 4
COUNTY OF
SONOMA

Supplier Portal Registration Guide

The County of Sonoma posts new bidding opportunities on its **Supplier Portal**. Suppliers must register in order to login to the Supplier Portal and view or bid on solicitations.

The Supplier Portal allows Suppliers to:

- Access solicitation information 24/7 (excluding maintenance periods)
- Manage Company and User information in a self-service account
- Manage NIGP commodity/product codes
- Receive emailed notifications regarding new bidding opportunities
- View and bid on solicitations
- Review purchase orders, invoices, and payments

Organizations which have not done business with the County should register as a **Bidder**. Organizations which have received payment from the County for goods and/or services should register as a **Supplier**.

To register as a Bidder:

- Have your Taxpayer ID number or SSN on hand.
- Navigate to the [Supplier Portal](#). We recommend you open the [Bidder Registration Instructions](#) in a new window, or print to use during registration.
- Click “Register as a Bidder” and follow the Bidder Registration Instructions. Be sure to review and choose appropriate commodity category codes.

To register as a Supplier:

- Have your Taxpayer ID or Social Security Number on hand, along with your current Supplier ID number. If your Supplier ID number is not available, please email the [Supplier Desk](#).
- Navigate to the [Supplier Portal](#). We recommend you open the [Supplier Registration Instructions](#) in a new window, or print to use during registration.
- Click “Create New User Accounts” and follow the Supplier Registration Instructions. Be sure to review and select appropriate commodity category codes.

If you experience technical issues during registration, email the [Supplier Desk](#) for prompt assistance. Please include a screenshot of the issue if possible.

Rev. C
Revised 4/12/19

SAMPLE Agreement for Engineering and Design Services for Eel-Russian Facility Planning and Design Project

This agreement (“Agreement”) is by and between **Sonoma County Water Agency** (“Sonoma Water”) and **[Other Party: business or person's name], type of entity*** _____ (“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 _____ and related services.
- B. Under this Agreement, Consultant will _____.

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 and are incorporated herein.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work.
 - b. Exhibit B: Schedule and Submittals.
 - c. Exhibit C: Sonoma Water Standards.
 - d. Exhibit D: Map[s].
 - e. Exhibit E: Schedule of Costs.
 - f. Exhibit F: Estimated Budget for Scope of Work.
 - g. Exhibit G: DRAFT Federal Funding Requirements.
 - h. Exhibit H: Insurance Requirements.

3. SCOPE OF SERVICES

- 3.1. *Consultant’s Specified Services:* Consultant shall perform the services and provide submittals outlined in Exhibit A (Scope of Work) within the times or by the dates provided for in Exhibit B (Schedule and Submittals) and pursuant to Exhibit C (Sonoma Water Standards) and Article 9 (Prosecution of Work). In the

event of a conflict between the body of this Agreement and Exhibit A (Scope of Work) or Exhibit C (Sonoma Water Standards), 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, except assistance during construction, with Sonoma Water's Project Manager. Consultant shall coordinate assistance during construction with Sonoma Water's Construction Management Principal Engineer. Contact information and mailing addresses: [TBD]
- 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:*
 - a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
 - b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water. [TBD]
 - 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 \$_____. [TBD]
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms: [TBD]
- 4.3. *Invoices:* Consultant shall submit its bills [TBD] in a form approved by Sonoma Water. The bills shall show or include:
 - a. Consultant name.
 - b. Agreement title and TW 23/24-112.
 - c. Sonoma Water's Project-Activity Code [TBD].
 - d. [TBD]
- 4.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit E (Estimated Budget for Scope of Work). Exhibit E (Estimated Budget for Scope of Work) 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.
- 4.5. *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.
- 4.6. *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 4.6.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 4.6.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 17 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

4.7. *State or Grant Funding:* Consultant is informed and aware that this Agreement is funded by a grant from [funding agency name] (award number _____), which grant is conditioned upon various terms that apply to Consultant. Consultant has reviewed the grant award documents attached hereto as Exhibit G (DRAFT Federal Funding Requirements) and hereby agrees to comply with them to the extent they apply to a subrecipient.

4.8. *Federal Funds:*

a. All or part of this Agreement will be paid with federal awards. As a pass-through entity, Sonoma Water is required to provide certain information regarding federal award(s) to Consultant as a sub recipient. In signing this Agreement, Consultant acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

CFDA Title	
CFDA Number	
Award Name	
Award Number	
Federal Agency	
Pass-through Agency	

b. Consultant is subject to the provisions of 2 CFR 200 Subpart F, Audit Requirements. In signing this Agreement, Consultant acknowledges that it understands and will comply with the provisions of 2 CFR 200 Subpart F, Audit Requirements. One provision of 2 CFR 200 Subpart F, Audit Requirements states that a non-Federal entity that expends \$750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single-audit performed in accordance with the provisions in 2 CFR 200 Subpart F, Audit Requirements. If such an audit is required, Consultant agrees to provide Sonoma Water with a copy of the audit report within nine months of Consultant’s fiscal year end. Questions regarding 2 CFR 200 Subpart F, Audit Requirements can be directed to the Sonoma County Auditor-controller Treasurer-Tax Collector’s Office - General Accounting Division.

c. Consultant is informed and aware that this Agreement is funded by a grant from [funding agency name] (award number _____), which grant is conditioned upon various terms that apply to Consultant. Consultant has reviewed the grant award documents attached hereto as Exhibit G (DRAFT Federal Funding Requirements) 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:*

a. This Agreement shall expire on _____[TBD]_____, 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 H (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. The parties expressly recognize that Sonoma Water personnel are without authorization to order 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)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/> and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.
- 11.3. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such submittals. Consultant agrees to cooperate with Sonoma Water in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.4. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with 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 submittal 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.

11.5. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept submittals 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. *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.
- 12.7. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

- 12.8. *Nondiscrimination*: Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.9. *AIDS Discrimination*: Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 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. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to Consultant, Consultant and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Consultant shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which Consultant is required to respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to Sonoma Water. Consultant's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 12.12, Consultant agrees not to disclose or discuss any information gathered,

discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

13. PREVAILING WAGES

- 13.1. *General:* Consultant shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Sonoma Water to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Sonoma Water and will be made available to any person upon request.
- 13.2. *Subcontracts:* Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- 13.3. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g., electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.
- 13.4. *Compliance with Law:* In addition to the above, Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation

Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

14. DEMAND FOR ASSURANCE

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

15. ASSIGNMENT AND DELEGATION

- 15.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 15.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows: [TBD]
- 15.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 15.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 15.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 15.2:
- a. Prior to entering into any contract with subconsultant, Consultant shall obtain 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.

- c. Outreach to Disadvantaged Business Enterprises (DBE) is required for additional subconsultants. Contact the Contract Manager for further information prior to entering into any contract with a subconsultant.

15.4. *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.

16. MEDIATION OF DISPUTES

16.1. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, 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 16 will include the construction contractor as a participant. The cost of mediation shall be equally shared by the participating parties. Unless the participation of a construction contractor is required and that indispensable contractor is subject to an incompatible stipulation with 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.

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

17.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic

means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

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

18. MISCELLANEOUS PROVISIONS

- 18.1. *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.
- 18.2. *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.
- 18.3. *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.
- 18.4. *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.

- 18.5. *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.
- 18.6. *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.
- 18.7. *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.
- 18.8. *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.
- 18.9. *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.
- 18.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 18.11. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

[insert signature page]

Exhibit A

Scope of Work

[TBD]

1. **PROJECT DESCRIPTION**

1.1. [TBD]

2. **HAZARDOUS WASTE**

2.1. [Title]

a. [description]

3. **ENVIRONMENTAL SERVICES**

3.1. [Title]

a. [description]

4. **RIGHTS-OF-WAY**

4.1. [Title]

a. [description]

5. **COST ESTIMATES**

5.1. [Title]

a. [description]

6. **DESIGN SERVICES**

6.1. In accordance with Exhibit C (Sonoma Water Standards).

6.2. [Or] In accordance with Exhibit C (Sonoma Water Standards), except as modified below. [TBD]

a. [description]

7. **SURVEYING SERVICES**

7.1. Not included in Scope of Work (Sonoma Water will perform surveying services in accordance with Exhibit C [Sonoma Water Standards]). Consultant shall coordinate with Sonoma Water regarding survey services, if any. Consultant and Sonoma Water shall mutually agree upon schedule for survey.

8. **DRAFTING SERVICES**

8.1. In accordance with Exhibit C (Sonoma Water Standards).

- 8.2. [Or] In accordance with Exhibit C (Sonoma Water Standards), except as modified below.
 - a. [description]

9. SPECIFICATIONS PREPARATION

- 9.1. In accordance with Exhibit C (Sonoma Water Standards).
- 9.2. [Or] In accordance with Exhibit C (Sonoma Water Standards), except as modified below.
 - a. [description]

10. OPERATIONS AND MAINTENANCE MANUAL(S) MODIFICATIONS

- 10.1. In accordance with Exhibit C (Sonoma Water Standards).
- 10.2. [Or] In accordance with Exhibit C (Sonoma Water Standards), except as modified below.
 - a. [description]

11. ASSISTANCE DURING BIDDING AND CONSTRUCTION

- 11.1. In accordance with Exhibit C (Sonoma Water Standards).
- 11.2. [Or] In accordance with Exhibit C (Sonoma Water Standards), except as modified below.
 - a. [description]

12. SUBMITTAL OF DOCUMENTS

- 12.1. In accordance with Exhibit C (Sonoma Water Standards).
- 12.2. [Or] In accordance with Exhibit C (Sonoma Water Standards), except as modified below.
 - a. [description]

Exhibit B

Schedule and Submittals

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS [or DATE]
Kick-off Meeting	-	10 calendar days following Notice to Proceed with Design [OR:] _____ [date]
Design Workshop Submittal	<ul style="list-style-type: none"> • Draft Design Report • Assumptions and preliminary conclusions 	within __ calendar days after Kick-off meeting [OR:] _____ [date]
Design Workshop	-	within __ calendar days after Kick-off meeting [OR:] _____ [date]
30% Design Submittal	<ul style="list-style-type: none"> • Drawings • Design Notebook 	__ calendar days after Design Workshop [OR:] _____ [date]
30% Design Review Meeting	-	within __ calendar days after 30% Design Submittal [OR:] _____ [date]
60% Design Submittal	<ul style="list-style-type: none"> • Drawings • Technical specifications • Bid item descriptions • Construction Schedule • Design Notebook 	__ calendar days after 30% Design Review Meeting [OR:] _____ [date]
60% Design Review Meeting	-	within __ calendar days after 60% Design Submittal [OR:] _____ [date]
90% Design Submittal	<ul style="list-style-type: none"> • Drawings • Technical specifications • Bid item descriptions • Construction Schedule • Design Notebook 	__ calendar days after 60% Design Review Meeting [OR:] _____ [date]
90% Design Review Meeting	-	within __ calendar days after 90% Design Submittal [OR:] _____ [date]
99% Design Submittal	<ul style="list-style-type: none"> • Drawings • Technical specifications • Bid item descriptions • Construction Schedule • Design Notebook 	within __ calendar days after 90% Design Review Meeting [OR:] _____ [date]
99% Design Review Meeting	-	at least 35 calendar days after 99% Design Submittal [OR:] _____ [date]
Final Submittal	<ul style="list-style-type: none"> • Per Exhibits A and B 	within __ calendar days after 99% Design Review Meeting [OR:] _____ [date]

Exhibit C

Sonoma Water Standards

1. **GENERAL**

- 1.1. Consultant agrees to perform obligations described in this Agreement and to furnish necessary engineering (or architectural, if applicable) skills, services, labor, supplies, supervision, and material required to perform and complete the 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 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.

2. **HAZARDOUS WASTE**

- 2.1. See Exhibit A (Scope of Work).

3. **ENVIRONMENTAL SERVICES**

- 3.1. See Exhibit A (Scope of Work).

4. **RIGHTS-OF-WAY**

- 4.1. Sonoma Water will acquire such permissions or rights necessary for Sonoma Water and its Consultant(s) to gain lawful entry into, across, over or upon property not owned by Sonoma Water, which are necessary for investigations, surveys, or studies required for Consultant to provide the services described in Exhibit A (Scope of Work).
- 4.2. At the project Kick-off meeting and thereafter, identify the entry/access in/onto private property (not owned by Sonoma Water) that is needed in connection with investigations, surveys, or studies required for Consultant to provide the services described in Exhibit A (Scope of Work).
- 4.3. Coordinate with Sonoma Water in a timely manner to allow Sonoma Water to obtain the permission or legal rights required, and set and adjust the schedule and timing of Consultant's services and activities required under Exhibit A (Scope of Work) as needed.

- 4.4. Submit requests for Permission to Enter needed for Consultant's access to private property (not owned by Sonoma Water) to Sonoma Water at least 7 calendar days in advance of desired access date. Requests submitted shall indicate properties to be accessed (by Assessor's Parcel Number, date and time, planned activities, approximate number of staff, and anticipated number of vehicles). Include a map showing proposed access route and areas of the property to be visited.
- 4.5. Determine the extents of the property areas (Footprint) needed for Project construction and provide information to Sonoma Water including, but not limited to, disturbance limit for work, areas needed for access and staging, improvements needed to access the site or perform the work, and obstacles or impediments that may restrict access to or mobility within the site or conflict with proposed Project features (e.g., tight corners, inadequate ingress/egress ramps, narrow bridges, utility poles and lines, vineyard infrastructure, and other physical features).

5. COST ESTIMATES

- 5.1. Prepare a Statement of Probable Construction Costs broken down by bid item, and revise and submit at each design phase. Provide estimated quantities for unit priced items.

6. DESIGN SERVICES

- 6.1. Design Stages:
 - a. Preliminary Design:
 - i. Conduct Kick-off meeting to consult with Sonoma Water to define and clarify Sonoma Water's requirements for the Project and available data.
 - ii. Present assumptions and preliminary conclusions to be included in the draft Design Report at Design Workshop. Sonoma Water may direct the Consultant regarding the assumptions made that may alter the conclusions.
 - iii. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Consultant.
 - iv. Identify and evaluate at least three alternative solutions available to Sonoma Water and, after consultation with Sonoma Water, recommend to Sonoma Water those solutions that in Consultant's judgment meet Sonoma Water's requirements for the Project.
 - v. Identify key utility locations and identify utility conflicts, if any.
 - vi. For sanitation projects, smoke test sewer mains between manholes, and between manholes and cleanouts, and locate and log any locations where smoke exits the subsystems other than at cleanouts, manholes, or roof vents.

- vii. For sanitation projects, inspect the existing condition of manholes and document condition using Sonoma Water-supplied form.
- viii. For sanitation projects, inspect the existing condition of sewer main cleanouts and log any variances from Sonoma County Water Agency Sanitation Standards.
- ix. Site investigation(s):
 - a) Shall be sufficient for purpose of obtaining permits, satisfying CEQA requirements, performing engineering analyses and modeling to support Project design.
 - b) Following any investigation(s) at the Project site, return site to pre-existing conditions, including filling holes and excavations, and grading as required.
- b. 30%:
 - i. Project parameters shall be fully defined; calculations, including sizing of Project components, shall be complete; outline of technical specifications and preliminary sketches and drawings shall be available.
 - ii. Drawings shall indicate topographic property boundaries, proposed access routes, USA mark-out, and potholing, if applicable.
- c. 60%:
 - i. Drawings shall describe the general size, nature, and complexity of the Project and indicate the information for Sonoma Water to identify the right-of-way acquisitions needed for Project completion including, but is not limited to, the disturbance limit for work, areas needed for access and staging, temporary improvements needed to access the site or perform the work, and obstacles or impediments that may be present. Alignment and location of facilities shall be final; draft specifications shall be completed with sufficient detail to allow Sonoma Water review and comment.
- d. 90%:
 - i. Drawings shall indicate the scope, extent, and character of the work to be provided by the contractor. Specifications and drawings, all-inclusive and in their entirety, shall be 90% completed and rights-of-way, permits, and regulatory considerations shall be resolved.
- e. 99%:
 - i. Changes and modifications from Sonoma Water shall be incorporated, any outstanding issues resolved, and specifications and drawings essentially complete.
- f. Final:
 - i. Specifications and drawings shall be complete and Sonoma Water comments incorporated into a final construction documents set.

- 6.2. Design Report:
- a. Prepare a design report for the Project (Design Report) that includes the following:
 - 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. Conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternative solutions available to Sonoma Water that Consultant recommends.
 - v. A description of the work performed, including methodology, a detailed description of the inspections performed, literature reviewed, documents and records reviewed, and individuals and agencies contacted.
 - vi. Construction cost estimate itemized by bid item, as described in Paragraph 5.
 - vii. Appendix, including copies of documents, photographs, manufacturer's literature, and other records deemed appropriate. For sanitation projects, also include video logs, smoke testing logs, sewer manhole inspection logs, and sewer main cleanout inspection logs.
 - viii. Schematic drawings, sketches, and exhibits as necessary to illustrate the recommended Project.
 - ix. Other information to support the recommendations.
 - b. Submit draft of Design Report to Sonoma Water for review and approval within 30 calendar days after Kick-off meeting.
 - c. Sonoma Water will provide comments within 14 calendar days of Design Report submittal. Incorporate Sonoma Water comments on draft Design Report into final Design Report and resubmit within 14 calendar days of receiving comments, if any.
- 6.3. Prepare Project design, as recommended in Sonoma Water-approved Design Report.
- 6.4. Design Notebook:
- a. Design Notebook shall contain, as appropriate, copies of the Design Report, stamped and signed design calculations, conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, engineering sketches, schematic layouts, product and material selection evaluation, alternate solutions available to Sonoma Water that Consultant recommends, and supporting information pertaining to the design of the Project. The design calculations and engineering sketches shall be in sufficient detail to design the Project with its appurtenances. The Design Notebook shall include a technical memorandum summarizing the design parameters. Submit updated Design Notebook at each design phase.

- 6.5. Construction Schedule: Construction schedule shall show the anticipated timeframe for completing construction of major units. Use a simple bar chart approach for each item and indicate the anticipated critical path of construction.
- 6.6. Additional Requirements:
 - a. Obtain encroachment permits as required for inclusion in the Project specifications from the applicable agencies having jurisdiction.
 - b. Determine right-of-way needs for the Project and provide information to Sonoma Water, including, but not limited to disturbance limit for work, areas needed for access and staging, temporary improvements needed to access the site or perform the work, and obstacles or impediments that may be present.
 - c. Identify requirements, if any, which Sonoma Water may not have identified. Possible requirements include, but are not limited to, provisions in the environmental documents, including the Mitigation Monitoring Plan (if applicable), permits (if applicable), right-of-way agreements, and local ordinances.
 - d. Incorporate applicable requirements into Project.
- 6.7. Meeting Requirements:
 - a. Arrange, attend, prepare agendas for, and conduct meetings at each design stage. Submit meeting agendas to Sonoma Water 7 days prior to each meeting.
 - 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 and submit to Sonoma Water within 7 days of each meeting.
 - d. Meetings shall be held at Sonoma Water's Office, 404 Aviation Boulevard, Santa Rosa, California, or by teleconference.

7. **SURVEYING SERVICES**

- 7.1. General:
 - a. Surveying and mapping services and data collected, mapped, or produced shall meet or exceed Geospatial Positioning Accuracy Standards as endorsed by the Federal Geographic Data Committee, and as may be updated from time to time during the term of this Agreement, in particular but not specifically limited to (Part 4) Standards for Architecture, Engineering, Construction (A/E/C) and Facilities Management as recommended by the Federal Geographic Data Committee (FGDC)- Publication FGDC-STD-007.4-2002.
 - b. Horizontal datum for surveying services shall be North American Datum of 1983 (NAD 83).

- c. Vertical Datum of surveying and mapping services and data provided shall be the North American Vertical Datum of 1988 (NAVD88) when or where practical. The National Geodetic Vertical Datum of 1929 (NGVD29) is acceptable for projects/locations where sufficient reference marks necessary to recover NAVD88 are not practically available.
- d. Surveys and mapping shall be projected upon the California Coordinate System of 1983 (CCS83), Zone 2 in US Survey feet (Coordinates and Elevations) unless directed otherwise by Sonoma Water.
- e. Surveys and mapping services shall comply with sections 6731.1 and 6731.2 of the Business and Professions Code of the State of California, and section 8801-8819 of the Public Resources Code of the State of California.
- f. File a Record of Survey in accordance with and when required under section 8762 of the Business and Professional Code of the State of California, and/or Corner Record(s) where applicable under section 8771 of the Business and Professional Code of the State of California.
- g. Comply with industry accepted standards associated with a given element of the services provided by Consultant and implement best practices whenever and wherever possible to achieve the highest quality and integrity of the resulting data and services produced. Whenever and wherever the signals from Global Navigation Satellite Systems (GNSS) are leveraged by Consultant to determine precise positioning (generally required Network Control as may requested by Sonoma Water or as necessary to comply with the requirements of this Agreement), comply with the GNSS Surveying an Specification Version 1.1, Dated December 10, 2014, and/or such updates as may be endorsed from time to time during the term of this Agreement by the Joint Task Force of the California Land Surveyors Association and California Spatial Reference Center.
- h. Conduct such research and other due diligence required to comply with the requirements outlined herein.

7.2. Project Survey Control:

- a. Use only a class and character (Order/Accuracy/Stability) of reference control required and appropriate to meet the accuracy requirements for the works proposed by the Project.
- b. Establish such inter-visible project survey control (points) that are necessary to facilitate the design and construction surveys required for the Project. Project survey control points set shall be a durable character and suitably tagged, capped, and stamped or otherwise durably identified to allow for their recovery for future work and reference.
- c. Project survey control points established shall be sited in publicly accessible areas that can be safely reoccupied without traffic control (when practical) and placed such that their destruction from roadway overlay or other construction is minimized to the greatest degree possible or practical.

- d. Place such monuments necessary to witness and conduct the surveys necessary to locate and reference existing monuments at risk of destruction as necessary for the Consultant, Sonoma Water or its contractors to comply with the requirements section 8771 of the Business and Professional Code of the State of California.
- e. Place and state monuments and control set in accordance with section 8771 of the Business and Professional Code of the State of California such that the surveys can be retraced and any monuments destroyed by construction can be efficiently reestablished by Sonoma Water or its contractors.
- f. Memorialize project survey control (points) established by Consultant or monuments surveyed in accordance with section 8771 of the Business and Professional Code of the State of California by appropriate field notes that include a thorough description and character of existing monuments and materials used to monument the points or monuments set.
- g. Provide an organized binder or digital package with the 60% design submittal that includes a control diagram overlaid over a topographic, orthographic aerial photo, or other suitable base showing:
 - a) Reference stations, marks, monuments, and points used, set by the Consultant for control surveys.
 - b) Locations, character, and description of the monuments set and surveyed in connection with section 8771 of the Business and Professional Code of the State of California.
 - c) Line-work representing the observation network (where applicable).
 - d) Traverse lines and survey ties.
 - e) Original field notes and observation or session sheets.
 - f) Raw data and coordinate files.
 - g) Monument records and data sheets for control constraints.
 - h) Data processing and adjustment reports.
 - i) Tabular list of final adjusted coordinates and elevations.
 - j) Other information required under Sec. 8813.2 of the Public Resources Code of the State of California.

7.3. Design Surveys:

- a. Provide surveys and mapping services necessary to identify, represent and depict existing conditions, which in the judgment of Consultant are material to or required for design and construction of the Project (Design Survey).
- b. Represent, depict, identify, and include the project survey control (points) or set and surveyed in connection with section 8771 of the Business and Professional Code of the State of California, in the resulting mapping and the Construction Drawings.
- c. Representations of existing property or parcel boundaries, easements and rights of way shall be referenced to the source maps, documents, and information they were derived from and identified in the resulting mapping and the Construction Drawings.

- d. Provide copies of design coordinates, elevations, survey notes, maps, records, reference documents, and other pertinent information generated during design (“Design Survey Data”).
- e. Perform research and inquiries, investigations, utility locating or surveys necessary to identify and depict existing utilities material to the design or construction of the Project. The location of existing utilities discovered, disclosed, or located by Consultant shall be appropriately identified, depicted, labeled, or otherwise represented (including pipe diameter and invert elevations for gravity pipelines, rim elevations of man holes, grate or flow-line elevations of catch basins or drop inlet structures) in the resulting mapping to be provided and the Construction Drawings.
- f. Where the possibility of discrepancies exist between the surveys and data being collected by Consultant and existing utilities or other physical impediments that might materially affect the Project, the details of potholing or other verification efforts (reference locations or elevations) shall be represented and depicted in the resulting Design Survey.
- g. Where the possibility of conflicts or clearance issues between proposed construction and existing utilities exist, the details of potholing or other verification efforts (reference locations/elevations) shall be represented and depicted in the resulting Design Survey, and the conflict shall be indicated on the staging and access sheet of the plans.
- h. Provide the source of reference (example: utility mapping, USA paint, or potholing) of underground or other utilities represented and depicted in the resulting Design Survey. Such items shall be distinctly layered, labeled, or otherwise distinguished from utilities whose location was determined by survey.
- i. Represent and depict features that present a possible clearance limitation or accessibility or other physical constraint to contractor(s) constructing the work and that are not being relocated, temporarily removed, diverted, or otherwise modified as part of work to be done as part of the Project (example: structures, overhead wires, watercourses), or that potentially affect right of way to be acquired for the Project.
- j. Represent and depict vegetation and trees (including driplines as of the date of survey) that potentially are impacted or are to be removed in connection with the Project in the resulting mapping-and Construction Drawings. Trees depicted shall be identified by species and labeled by their diameter at breast height. The footprint of the trunk (at ground level) of trees to be removed, whose trunk touches or spans a property owned by Sonoma Water (“Boundary Trees”) shall be accurately represented and depicted in the resulting Design Survey.

8. DRAFTING SERVICES

- 8.1. Prepare drawings necessary for bidding and construction of the Project. Include the following with sufficient detail to describe construction of the Project for Project advertisement and bidding purposes:
 - a. Title sheet with location map, vicinity map, access, index to drawings, and legend (abbreviations, symbols, etc.).
 - b. Right-of-way drawings.
 - c. Plans.
 - d. Profiles (where applicable).
 - e. Sections.
 - f. Construction details.
 - g. Other drawings as may be needed for construction.
- 8.2. Include the following features on each plan and profile drawing:
 - a. Location of control points with point number identification, elevation, and description, include bearings and distances for alignments and right-of-way lines where applicable.
 - b. Graphic scale.
 - c. North arrow.
 - d. Key map.
 - e. For sanitation projects include building street addresses.
 - f. Mapping showing streets, edges of pavement, ditch flowlines, and top of curb.
- 8.3. Use Sonoma Water-provided template drawings, title blocks, and border drawings. Basic layers and line types are part of template drawings and are recommended where applicable.
- 8.4. Prepare drawings using a scale acceptable to Sonoma Water.
- 8.5. Drawings:
 - a. Provide final contract drawings in native AutoCAD format along with supporting files such as fonts, Xref and image files, point data, plotter and/or pen style table configuration files. Include CTB or STB plot configuration file with electronic submittals to ensure correct and intended image quality when plotting from file. No hand-drawn media is allowed. Ensure that drawings converted to PDF do not contain SHX AutoCAD data.
 - b. Electronic drawing file names shall be at the direction of Sonoma Water's Drafting/GIS Section. Xref files shall have filename with an "X" prefix (i.e., X_ExTopo for original existing topographic file used as base reference file). Drawings shall have filenames displayed per Sonoma Water-provided standards.

- c. Existing and design features shall be represented spatially accurate in “real world model space” in the CAD files. Coordinate information shall be preserved in its true and original orientation in real world space (X axis= East Coordinates, Y axis = North Coordinates, Z axis =Elevation; all in US Survey Feet Units; Scale 1:1). Data files, such as topo files and point files, may be “Xrefed” provided the Xref file is inserted at 0,0,0 and no rotation is imposed on the file.
 - d. Each drawing file shall contain a layer named “CadNotes.” This layer shall be a non-plot layer and shall contain pertinent “metadata” that includes, but is not limited to, the following:
 - i. Coordinate or projection basis.
 - ii. Relevant survey, data dates.
 - iii. Data sources, references.
 - iv. Design notes, assumptions, or other relevant information useful to design review.
 - e. Prepare construction detail drawings in the same manner as described in this Paragraph 8.5 such that each detail item is represented in its full size in model space and is represented in a scale and orientation to appropriately and adequately convey the necessary information for construction on layout space.
 - f. Sonoma Water will accept electronic drawing files with multiple “drawings” or “Sheet” layouts. Tab layouts are to be setup as follows:
 - i. Each layout tab’s label shall be the drawing name (i.e., C1, G1, D1, P1, etc.) and therefore only include one sheet per layout tab. The layouts shall be set to the standard 22” x 34” sheet at a 1:1 scale.
- 8.6. Minimize the use of notes on drawings. Specifications of any type shall be written in the specifications and shall not be added to drawings.
- 8.7. Use match lines with appropriate sheet numbers.
- 8.8. Use lettering size no smaller than a 0.12-inch tall for construction notes and data.
- 8.9. Ensure that drawings are easily readable when reduced to 11” x 17.”
- 8.10. Reconcile drawings with specifications to minimize redundancies and avoid conflicts.
- 8.11. If requested by Sonoma Water, provide conformed drawings within 7 calendar days of request. Sonoma Water’s standard will be provided by Sonoma Water’s Project Manager.

9. SPECIFICATIONS PREPARATION

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

10. OPERATION AND MAINTENANCE MANUAL(S) MODIFICATIONS

- 10.1. Prepare modifications to Sonoma Water's existing Operations and Maintenance Manual(s) and submit on a mutually agreed upon date. At a minimum, include the following:
 - a. New sections to cover aspects of the Project that are not included in existing manual(s).
 - b. Modifications and revisions to existing sections that are affected by the Project.

11. ASSISTANCE DURING BIDDING AND CONSTRUCTION

- 11.1. For bidding:
 - a. Answer questions submitted by Sonoma Water ("questions") during bid advertisement period.
 - b. Communicate only through Sonoma Water.
 - c. Immediately hand-deliver or email copies of bidder questions (non-Sonoma Water questions) directed to Consultant to Sonoma Water.

- d. Alert Sonoma Water to potential impacts, if any, associated with questions including, but not limited to, impacts on schedule and cost.
- e. Upon request from Sonoma Water, prepare addenda to clarify, correct, or change the technical specifications or drawings in accordance with the following:
 - i. Article 8, Article 8.2.a, and Article 12.
 - ii. Sonoma Water-provided drafting standards and standard form for addenda.
 - iii. Submit within 2 working days after request.

11.2. For construction:

- a. Assist Sonoma Water by providing engineering and related services after the receipt of construction bids as requested by Sonoma Water.
- b. Attend preconstruction conference.
- c. Assist Sonoma Water by answering request(s) for information (RFIs), as requested by Sonoma Water (up to 30 RFIs).
- d. Submittal Review:
 - i. Review contractor's submittals of information and shop drawings for the Project and either mark "No Exceptions Taken," "Make Corrections Noted," "Revise and Resubmit," or "Rejected" on each submittal. Provide Sonoma Water with a brief written narrative of what is required from the contractor for items Consultant marks on each submittal response. Provide complete responses within 21 calendar days of receipt for submittals and within 10 calendar days for RFIs.
 - ii. Ensure that submittals reviewed are stamped, dated, and signed by the person reviewing.
 - iii. Review items that have been submitted by the contractor as a substitution or an "approved equal" for specified items. Review each substitution request for compliance with performance requirements specified in the Project specifications and ensure its compatibility with other components of the operating system (electrical connections, size). Consult with Sonoma Water's Project Manager regarding acceptability of the proposed substitution.
 - iv. Upon completion of review, return the submittals with any written narratives to Sonoma Water.
- e. Upon request from Sonoma Water, provide construction site visits. Write summary memo of each site visit requested and provide to Sonoma Water 2 working days after date of site visit.
- f. Review and comment on proposed change order(s), if any. Provide comments to Sonoma Water in writing within 2 working days after receipt of the proposed change order(s).

12. SUBMITTAL OF DOCUMENTS

12.1. Submittal requirements:

- a. Submit one electronic copy in PDF format (emailed, on USB flash drive, or via Internet) of each submittal to Sonoma Water (unless noted otherwise).
- b. Comply with requirements of Article 11 (Content Online Accessibility).
- c. If changes that Sonoma Water has not previously approved are made to the drawings or specifications after the 99% design review meeting, submit drawing(s) or specifications to Sonoma Water for approval prior to preparing the final submittal.

12.2. Electronic media formats:

- a. Survey information and drawings: Provide in electronic media format compatible with current Sonoma Water AutoCAD version 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. Technical Specifications and Operation and Maintenance Manual(s) modifications (including tables, charts, and drawings): Provide in electronic media format compatible with Microsoft® 365. Ensure that there are no discrepancies between electronic and hard copies.

12.3. Signatures:

- a. Signatures: Design Report, specifications, and drawings, including modifications, shall have the license seal and signature of the licensed professional assigned responsibility for the preparation of the document. Drawings shall have the license seal and signature of the appropriate discipline, (i.e., civil, electrical, structural, etc.) on each sheet. Sign in accordance Paragraph 18.11 (Counterpart; Electronic Signatures).

12.4. Final Drawing Submittal Requirements:

- a. AutoCAD version sent via ETRANSMIT; remove signature from the file before sending.
- b. Full sized (22" x 34") signed version as PDF.
- c. Half-size (11" x 17") signed version as PDF.

Exhibit D

Map[s]

[TBD]

Exhibit E

Schedule of Costs

[TBD]

Exhibit F

Estimated Budget for Scope of Work

[TBD]

Exhibit G

DRAFT Federal Funding Requirements *Construction and Services Agreements*

1. DEFINITIONS

1.1 Government means the United States of America and any executive department or agency thereof.

1.2 Reclamation means the US Department of the Interior Bureau of Reclamation.

1.3 Third Party Subcontract means a subcontract at any tier entered into by Consultant or any subconsultant or subcontractor, financed in whole or in part with federal assistance derived from the US Department of the Interior Bureau of Reclamation.

1.4 For purposes of this Exhibit, **Consultant** may be referred to as “Contractor” or “contractor.”

1.5 Agreement or “**Contract**” means that certain Agreement between Sonoma County Water Agency (“Sonoma Water”) and Contractor, and to which this Exhibit is made a part.

2. Clean Air Act and Federal Water Pollution Control Act

2.1 Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the Sonoma Water and understands and agrees that Sonoma Water will, in turn, report each violation as required to assure notification to the Bureau of Reclamation (Reclamation), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Reclamation.

2.2 Federal Water Pollution Control Act

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to Sonoma Water and understands and agrees that Sonoma Water will, in turn, report each violation as required to assure notification to the Bureau of Reclamation (Reclamation), and the appropriate Environmental Protection Agency Regional Office.

2.3 The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by Reclamation.

3. Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s

principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by [Sonoma Water](#). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to [Sonoma Water](#), the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

4.1 Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

4.2 Required Certification Language:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

4.3 Recommended SIGNATURE LINE:

"The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any. Prohibition on Contracting for Covered

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

5. Telecommunications Equipment or Services

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (c) Exceptions.
- (1) This clause does not prohibit contractors from providing—
- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
- (i) Covered telecommunications equipment or services that:
 - i. Are not used as a substantial or essential component of any system; and
 - ii. Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- (d) Reporting requirement.
- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or

recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.”

6. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

7. Access to Records

The Contractor agrees to provide Sonoma Water, the Bureau of Reclamation, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

8. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that Federal financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

9. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

10. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.’

Exhibit H

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. 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 \$100,000 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: 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 \$100,000 it must be approved in advance by Sonoma Water.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

1.5. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$2,000,000 Aggregate. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Coverage shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- e. Sonoma County Water Agency, its officers, agents, and employees, shall be additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the work.
- f. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.6. Standards for Insurance Companies

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

1.7. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 23/24-112.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, 1.4, or 1.5, above.

- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.8. Policy Obligations

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

1.9. Material Breach

- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. 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.