



**SPECIAL MEETING AGENDA  
Graton Community Services District (GCS D)  
Meeting of the GCS D Board of Directors  
Thursday, October 25, 2018 at 7:00 PM  
Treatment Plant, 250 Ross Lane, Graton, CA**

**1. CALL TO ORDER \_\_\_\_\_**

**2. ROLL CALL - Determination of a Quorum**

Board President, Dave Clemmer, \_\_\_\_; Devin Drew, \_\_\_\_; Board Vice President, Matt Johnson, \_\_\_\_; Board Secretary, Karin Lease, \_\_\_\_; David Upchurch, \_\_\_\_.

**3. APPROVE ORDER OF THE AGENDA**

Motion to approve the order of the agenda.

Board President, Dave Clemmer, \_\_\_\_; Devin Drew, \_\_\_\_; Board Vice President, Matt Johnson, \_\_\_\_; Board Secretary, Karin Lease, \_\_\_\_; David Upchurch, \_\_\_\_.

**4. PUBLIC COMMENT**

*Members of the public are invited to address the Board on those items which fall under the authority of the Board. For those wishing to address the Board on any Agenda or non-agendized item, please complete a Speaker Card located at the entrance to the and submit it to the Board President. Please be sure to indicate the Agenda Item # you wish to address or the topic of your public comment. Comments will be limited to three minutes per speaker. Speakers should understand that except in very limited situations, State law precludes the Board from taking action on or engaging in extended deliberations concerning items of business which are not on the Agenda. GOVERNMENT CODE 54954.2. (2) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on his or her own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.*

**DISABLED ACCOMMODATION:** If you have a disability which requires an accommodation, an alternative format or requires another person to assist you while attending this meeting, please contact staff at the Graton Community Services District office at (707) 823-1542 as soon as possible (no later than 10 days before the scheduled meeting) to ensure that arrangements for accommodation may be provided.

**5. ACTION ITEM**

- A. Resolution 181025 to approve professional services agreement with GHD INC. for preliminary engineering & CEQA Consulting Services for Occidental /Graton wastewater transportation project.

Motion to approve Resolution 181025.

Board President, Dave Clemmer, \_\_\_; Devin Drew, \_\_\_; Board Vice President, Matt Johnson, \_\_\_; Board Secretary, Karin Lease, \_\_\_; David Upchurch, \_\_\_.

**ADJOURNMENT \_\_\_\_\_**



10/25/18

**RESOLUTION NO. 181025**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE GRATON COMMUNITY SERVICES DISTRICT APPROVING A CONSULTING SERVICES AGREEMENT WITH GHD INC. FOR PROFESSIONAL ENGINEERING SERVICES**

WHEREAS, state law and district ordinances permit the Board of Directors to enter into consulting services agreements as may be appropriate, and District Staff has proposed that the Board of Directors approve an agreement between the Graton Community Services District (“District”) and GHD, Inc. for professional engineering services.

NOW, THEREFORE BE IT RESOLVED by the Graton Community Services District Board of Directors that the District hereby resolves as follows:

Section 1. Approval of Consulting Services Agreement

The Board of Directors hereby approve a consulting services agreement with GHD, Inc. for professional engineering services, for preliminary engineering & CEQA consulting services related to the Occidental/Graton wastewater transportation project, a draft of which is attached hereto as Attachment A.

The Board of Directors hereby authorizes the Board President to execute a consulting services agreement on behalf of the District, subject to approval as to form by the District Counsel.

Section 2. Effective Date

This Resolution shall take effect immediately upon adoption.

# GRATON COMMUNITY SERVICES DISTRICT

250 ROSS LANE • MAIL: PO BOX 534, GRATON, CALIFORNIA 95444 • 707/823-1542 • FAX 707/823-3713



DIRECTORS:

LEASE,  UPCHURCH,  JOHNSON,  CLEMMER,  DREW.

AYES \_\_; NAYS \_\_; ABSTAIN \_\_; ABSENT \_\_.

WHEREUPON, the Chair declared the above and foregoing Resolution duly adopted and SO ORDERED.

Approved: \_\_\_\_\_ Date\_\_\_\_\_.

David Clemmer  
President, Board of Directors  
Graton Community Services District

Attest: \_\_\_\_\_

Secretary, Board of Directors  
Graton Community Services District

2276882.1

CONSULTING SERVICES AGREEMENT BETWEEN  
THE GRATON COMMUNITY SERVICES DISTRICT AND GHD, INC.  
RELATED TO PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT for consulting services is made by and between the Graton Community Services District ("District") and GHD Inc., ("Consultant"), effective as of October 25, 2018 (the "Effective Date") with respect to providing the District with professional engineering services for preliminary engineering & CEQA consulting services related to the Occidental/Graton wastewater transportation project. District and Consultant are collectively referred to herein as the "Parties."

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to District the following consulting services described in Exhibit A attached hereto and incorporated herein (the "Scope of Work") at the time and place and in the manner specified therein. In the event of inconsistency between the text of this Agreement and Exhibit A, the text of the Agreement shall prevail.

- 1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on June 30, 2019, and Consultant shall complete the Work described in this section according to the schedule included in the Scope of Work, attached hereto as Exhibit A, unless the work schedule and/or term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the District's right to terminate the Agreement, as provided for in Section 8.
- 1.2 Standard of Performance. Consultant and its subcontractors shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a substantial, first-class manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that District, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from District of such desire of District, reassign such person or persons.
- 1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. District hereby agrees to pay Consultant on a time and materials basis, in a sum not to exceed \$68,812, for its general services provided pursuant to this Agreement and described as Tasks 1.0 to 5.0 in attached Exhibit A. If the District requests the Consultant to perform Optional Task 6.0 as described in Exhibit A, the District agrees to pay Consultant on a time and materials

basis, in a sum not to exceed \$6,384, for services related to Task 6.0. The specific rates for the compensation payable for time and materials are attached as Exhibit B. Project specific services shall be completed pursuant to specific task orders that will outline the scope of services and an established fee estimate. In the event of a conflict between this Section 2 and the Consultant's proposal or the Exhibits attached hereto, this Section shall prevail. District shall make no payment for additional services or expenses unless pursuant to an amendment to this Agreement executed by the Parties. Consultant shall submit all invoices to the District in the manner specified herein. Except as specifically authorized by District, Consultant shall not bill District for duplicate services performed by more than one person.

Consultant and District acknowledge and agree that compensation paid by District to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. District therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices. Consultant shall submit invoices to the District, not more often than once a month during the term of this Agreement, based on the cost for services performed and costs incurred prior to the invoice date. The detailed invoices will be kept on file at the District's office. Invoices shall contain the following information:
  - Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
  - The beginning and ending dates of the billing period;
  - A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
  - The total number of hours of work performed under the Agreement by Consultant and each employee of Consultant performing services hereunder; and
  - The Consultant's signature.
- 2.2 Monthly Payment. District shall make monthly payments, based on invoices received, for services performed in accordance with this Agreement, and for authorized reimbursable costs incurred. District shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.
- 2.3 Final Payment. District shall pay the last 5% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to District of a final invoice, if all services required have been performed in accordance with this Agreement.
- 2.4 Total Payment. District shall pay for the services to be rendered by Consultant pursuant to this Agreement. District shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement.

District shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.6 Payment upon Termination. In the event that the District or Consultant terminates this Agreement pursuant to Section 8, the District shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work completed in accordance with this Agreement as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. District shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

District shall furnish physical facilities as may be reasonably necessary for Consultant's use while consulting with District employees and reviewing records and the information in possession of the District. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of District. In no event shall District be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, the Consultant and its subcontractors shall procure the types and amounts of insurance listed below. Prior to the Effective Date, the Consultant shall provide evidence satisfactory to District that all insurance required by this Agreement is in full force and effect in the form required hereby. The Consultant shall not allow any subcontractor to commence work on any portion of the Scope of Work until the Consultant or such subcontractor has obtained all insurance required herein for such subcontractor and has provided satisfactory evidence to District that such insurance is in effect. All insurance required pursuant to this Agreement shall be obtained and maintained throughout the term of this Agreement at the sole expense of the Consultant (or, if applicable, the Consultant's subcontractors).

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000.00) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor

Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the District and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

#### 4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, and all subcontractors shall obtain and maintain commercial general and automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence, combined single limit, Two Million Dollars (\$2,000,000) annual aggregate. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. District, its officers, officials, employees, and designated volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the District, its officers, officials, employees, and designated volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or designated volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
- d. Consultant shall provide advance written notice to the District for any material change not provided by the carrier.



#### 4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$500,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five years after completion of the Agreement or the work. The District shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the District prior to the commencement of any work under this Agreement.

#### 4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish District with certificates of insurance, including endorsements showing compliance with the requirements herein. All certificates of insurance shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the District does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The District reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of District for the self-insured retentions and

deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, employees, and designated volunteers; or the Consultant shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- 4.4.4 Wasting Policies. Excluding the Professional Liability policy, no policy required by this Section 4 shall include a “wasting” policy limit (i.e., limit that is eroded by the cost of defense).
- 4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

- 4.4.6 Subcontractors. Consultant shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

- 4.5 Remedies. In addition to any other remedies District may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, District may, at its sole option exercise any of the following remedies, which are alternatives to other remedies District may have and are not the exclusive remedy for Consultant’s breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES. Consultant shall indemnify, defend with counsel selected by the District, and hold harmless the District and its officials, officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the quality or character

of their work. The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises from the gross negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of District, Consultant shall indemnify, defend, and hold harmless District for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of District.

#### Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of District. District shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise District shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other District, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by District, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of District and entitlement to any contribution to be paid by District for employer contributions and/or employee contributions for PERS benefits.
- 6.2 Consultant No Agent. Except as District may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

#### Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law. The laws of the State of California shall govern this Agreement.

- 7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which District is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits. Consultant represents and warrants to District that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of what-so-ever nature that are legally required to practice their respective professions. Consultant represents and warrants to District that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions.
- 7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby. Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

## Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination. District may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to District and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; District, however, may condition payment of such compensation upon Consultant delivering to District any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the District in connection with this Agreement.

- 8.2 Extension. District may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and

agrees that, if District grants such an extension, District shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, District shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. District and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to District for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that District would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

## Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. Consultant agrees to make reasonably available those data, plans, specifications, reports and other final documents that it prepares for the District. It is understood and agreed that documents and other materials that Consultant prepares pursuant to this Agreement are prepared specifically for the District and are not necessarily suitable for any future or other use. District and

Consultant agree that, until final approval by District, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by law.

- 9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of District or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals. All responses to a Request for Proposals (RFP) or invitation to bid issued by the District become the exclusive property of the District. At such time as the District selects a bid, all proposals received become a matter of public record, and shall be regarded as public records, with the exception of those elements in each proposal that are defined by Consultant and plainly marked as "Business Secret" or Trade Secret." Any proposal that contains language purporting to render all or significant portions of the proposal "Confidential," "Trade Secret," or "Proprietary," shall be regarded as non-responsive.

The District shall not be liable or in any way responsible for the disclosure of any such proposal or portions thereof, if Consultant has not plainly marked it as a "Trade Secret" or "Business Secret" or if disclosure is required under the Public Records Act.

Although the California Public Records Act recognizes that certain confidential trade secret information may be protected from disclosure, the District may not be in a position to establish that the information that a prospective bidder submits is a trade secret. If a request is made for information marked "Trade Secret" or "Business Secret," and the requester takes legal action seeking release of the materials it believes does not constitute trade secret information, by submitting a proposal, Consultant agrees to indemnify, defend and hold harmless the District, its agents and employees, from any judgment, fines, penalties, and award of attorney's fees awarded against the District in favor of the party requesting the information, and any and all costs connected with that defense. This obligation to indemnify survives the District's award of the contract. In submitting a proposal, Consultant agrees that this indemnification survives as long as the trade secret information is in the District's possession, which includes a minimum retention period for such documents.

## Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County Sonoma or in the United States District Court for the First District of California.
- 10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of District or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 et seq.

Consultant shall not employ any District official in the work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 et seq.

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the District. If Consultant was an employee, agent, appointee, or official of the District in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 et seq., the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the District for any sums paid to the Consultant. Consultant understands that, in addition to the

foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Notices. Any written notice to Consultant shall be sent to:  
GHD, Inc.  
Attn: Alex Culick, P.E., Managing Principal  
2235 Mercury Way, Suite 150  
Santa Rosa, CA 95407

Any written notice to District shall be sent to:  
Graton Community Services District  
Attn: Jose L. Ortiz, General Manager  
PO BOX 534  
Graton, CA 95444

10.10 Integration. This Agreement, including the Exhibits listed in this Section, each of which is attached hereto and incorporated herein, represents the entire and integrated agreement between District and the Consultant with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral with respect thereto. In the event of any inconsistency between the text of this Agreement and the exhibits attached hereto, the text of this Agreement shall prevail.

Exhibit A      Scope of Work  
Exhibit B      Consultant Fee Rates

10.11 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the Effective Date.

GRATON COMMUNITY SERVICES DISTRICT

GHD, Inc.  
Consultants

\_\_\_\_\_

\_\_\_\_\_  
Alex Culick, Managing Principal

Approved as to Form:

\_\_\_\_\_  
District Counsel



## EXHIBIT A

### SCOPE OF WORK

#### Scope of Work

#### Graton CSD: Occidental County Sanitation District Wastewater Transport and Treatment Project

#### Project Description

The Proposed Project would include transporting untreated wastewater from the Occidental County Sanitation District to the Graton Community Services District where it would be discharged into the Graton CSD collection system for treatment, storage, and disposal.

The Proposed Project would modify existing facilities at 9270 Graton Road, which is a developed property with a general industrial land use designation. Modifications at the property would include a new all-weather gravel access road within the property, automating two existing gates, the installation of above- and below-grade piping and appurtenances, including installation of a receiving station on previously disturbed and developed lands to facilitate the draining of untreated wastewater from tanker trucks to the collection system. The receiving station would connect to the Graton CSD collection system. The receiving station would be paved and include concrete curbing and/or drainage to contain potential spills and would direct all spills and runoff into the wastewater collection system. Trucks would utilize a hose to connect to the filling and receiving station control boxes to facilitate the transfer of untreated wastewater through a closed system.

At this time, no modifications are anticipated to be required at the Occidental and Graton wastewater treatment facilities. The Proposed Project would continue to transport wastewater from Occidental to the Airport-Larkfield- Wikiup Sanitation Zone during high flow periods.

#### Consultant Scope of Services

##### Task 1.0 Project Management

Consultant will coordinate with the District, subconsultants, and involved agencies/stakeholders to promote timely flow of information for each task activity. Consultant will prepare a design and environmental review schedule for the Project using Microsoft Project or similar software and will provide monthly progress reports.

##### Task 1.0 Deliverables

- a. CEQA review schedule
- b. Monthly progress reports

##### Task 2.0 Preliminary Design to Support CEQA Review

The preliminary design will include a site survey to develop a base map for development of a schematic design, schematic layout of the access road, coordination with the project biologist to determine top of bank and identification of any impacts related to the road and the flood zone that is shown on the FEMA flood hazard map, schematic design of the wastewater receiving station, coordination with the property owners to discuss the proposed layout, identification of a water source and connection for supply of a hose bib for washdown water, identification of electrical connections for automation of two existing gates, coordination for details of the wastewater tanker truck and connection details, preliminary details of the required piping

for connection to the Graton CSD wastewater collection system, identification of design constraints and additional information that will be required for the development of construction plans and specifications.

#### Task 2.0 Deliverables

- a. Draft and final schematic design

#### Task 3.0 Technical Studies to Support CEQA Review

The following technical studies will be completed to support the CEQA review for the Project.

##### Archaeological Resources Study

Consultant will team with the Anthropological Studies Center (ASC) to conduct an Archaeological Resources Study for the Project. ASC will review records, maps, and documents on file at the Northwest California Information Center (NWIC), contact the Native American Heritage Commission for a review of the Sacred Lands File, and contact listed organizations and individuals regarding the archaeological sensitivity of the Project area. ASC will then perform a field study consisting of an on-foot survey of the Project area, and will prepare an Archaeological Resources Study Report documenting the results.

##### Biological Habitat Assessment

Consultant will team with Jane Valerius Environmental Consulting and Wildlife Research Associates to conduct a Biological Habitat Assessment for the Project. This will include reviewing the California Department of Fish and Wildlife's (CDFW's) California Natural Diversity Database for special status species occurrences within 5 miles of the site and contacting the U.S. Fish and Wildlife Service (USFWS) for a list of federally protected species within the same radius. A review of the California Native Plant Society (CNPS) on-line data base for special status plants in the area will also be conducted. Jane Valerius Environmental Consulting and Wildlife Research Associates will conduct a reconnaissance-level survey of the Project site and document habitats. An evaluation to determine if any potential wetlands are present will also be conducted. Project impacts will be evaluated for their direct, indirect and/or cumulative impacts and specific recommendations for mitigation measures reflecting current regulatory standards will be provided.

#### Task 3.0 Deliverables

- a. Archeological Resources Report
- b. Biological Habitat Assessment Report

#### Task 4.0 CEQA Initial Study / Proposed Mitigated Negative Declaration

Consultant will prepare an Administrative Draft Initial Study/Proposed Mitigated Negative Declaration (IS/MND) for District review. The Administrative Draft will include a description of the Project and analysis using the CEQA Appendix G environmental checklist, including the following sections:

Aesthetics	Mineral Resources
Agriculture and Forest Resources	Noise
Air Quality	Population and Housing
Biological Resources	Public Services
Cultural Resources	Recreation
Geology and Soils	Transportation/Traffic

Greenhouse Gas Emissions  
Hazards and Hazardous Materials  
Hydrology and Water Quality  
Land Use and Planning

Tribal Cultural Resources  
Utilities and Service Systems  
Mandatory Findings of Significance  
Determination

The IS/MND will include the results of technical studies completed in Task 3, and figures illustrating the Project location and components. Mitigation measures will be developed to reduce environmental impacts to less than significant, where needed.

Upon receipt of District comments, Consultant will update the IS/MND and submit a PDF formatted Screen Check Draft for District review prior to publication. Following District approval of the Screen Check Draft, Consultant will publish and circulate the IS/MND for a 30-day public review period.

Consultant will prepare the required CEQA notices for the Project, including a Notice of Intent to Adopt a Mitigated Negative Declaration and Notice of Completion.

Consultant will coordinate publishing of the Notice of Intent in a local newspaper. Consultant will transmit 15 CDs of the IS/MND to the State Clearinghouse for review by State agencies, and additional copies to relevant local agencies as needed. Consultant will provide hardcopies for public review at the District office.

#### Task 4.0 Deliverables

- a. Administrative Draft IS/MND (PDF)
- b. Screen Check Draft IS/MND (PDF)
- c. Public Review IS/MND (CDs and Hardcopies)
- d. Notices: NOI, NOC, Summary Form

#### Task 5.0 Mitigation Monitoring Program, Board Meeting, & Notice of Determination

Following the 30-day public review period, Consultant will prepare a draft mitigation monitoring program (MMP) for District review. The MMP will identify assignments of responsibility and timeframes for implementation of mitigation measures in the IS/MND. After receiving District comments, Consultant will finalize the MMP for adoption.

Consultant's CEQA Project Manager will be available to attend a public meeting for review and adoption of the CEQA document, assisting with the presentation, as needed. Consultant will assist in preparing a staff report and resolution for adoption of the MND, as needed.

Following adoption of the MND and Project approval, Consultant will prepare a Notice of Determination for the Project. Consultant recommends that the Notice of Determination be filed at the County Clerk's office within 5 working days to shorten the statute of limitations for challenging the action under CEQA. The District will pay the filing fee.

#### Task 5.0 Deliverables

- a. Draft and Final Mitigation Monitoring Program
- b. Staff Report and Resolution language
- c. Notice of Determination

#### Information to be provided by District and General Assumptions/Exclusions

- a. Reasonable access to the site.
- b. Project details, including existing conditions.

- c. Project related studies and reports.
- d. The District will provide payment for the local newspaper notice, and for the CDFW filing fee and County Clerk processing fee when filing the Notice of Determination.
- e. No modifications are anticipated to be required at the Occidental and Graton wastewater treatment facilities.
- f. Meetings other than those indicated above are not required.
- g. Visual simulations are not required for the Project.
- h. A Traffic Impact Study is not required for the Project.
- i. Construction Plans and Specifications are not included in the scope of work. Following completion of schematic design and the initial study Consultant will develop a scope and fee for development of construction drawings for the project.
- j. Resource agency permitting is not required for the Project.
- k. Changes to the project description and/or scope of work described in the proposal could result in potential changes to the proposed fee and schedule.

#### Optional Task 6.0 – CEQA Response to Comments / Final MND

Following the public review period, if the District requests a written response to public / agency comments received on the IS/MND, Consultant can prepare a Response to Comments / Final MND for the Project. Under this optional task, Consultant would prepare an Administrative Draft Response to Comments / Final MND for District review. This would include written responses to public / agency comments, and documentation of any minor modifications that may be made to the text of the IS/MND to clarify project details and/or impacts. Upon receipt of District comments, Consultant will update the Response to Comments and Final MND and prepare a final PDF version for District staff and board members. It is assumed that no more than 30 individual comments would require responses.



# Fee Schedule

## 2017-2018 USA West Fee Schedule

### Principals:

e e	190 - 10
e e F	0000 - 6

### Associates:

e e D	15 175
e e	185 - 205
e e F	20 005

### Specialist:

e e	18
e e	19
e e D	20
e e	20 000
e e F	235 - 000

### Engineers:

e e	115 - 12
e e	130 - 140
e e	140 - 15
e e D	160 - 18
e e	190 - 220
e e F	25 - 4

### Geologists/Hydrogeologists:

e e	115 - 125
e e	130 - 135
e e	140 100
e e D	160 - 18
e e	180 - 000
e e F	001

### Environmental Planners:

e e	105 - 11
e e	120 - 100
e e	100 - 135
e e D	140 - 15
e e	15 - 15
e e F	10 - 15

### Environmental Chemists:

e e	110 - 130
e e	130 - 145
e e	150 - 160
e e D	160 - 175
e e	180 - 15

### Environmental Scientists:

e e	100 110
e e	115 15
e e	130 - 15
e e D	140 - 15
e e	15 - 180
e e F	100 - 10

### Industrial Hygienists / Safety Professionals:

e e	100
e e	110 100
e e	100 100
e e D	100 100
e e	170 180

### Technicians/Technologists:

e e	85
e e	100 - 110
e e	110 - 120
e e D	15 - 140
e e	145 - 160
e e F	180 100

### Draft/CADD:

e e	70 - 80
e e	000
e e	000 - 100
e e D	115 - 15
e e	130 - 160
e e F	170

### Technical Apprentices:

Level A	80
Level B	\$95

### Administrative Support:

70

