



**COUNTY OF ALAMEDA  
PUBLIC WORKS AGENCY**

399 Elmhurst Street • Hayward, CA 94544-1307  
(510) 670-5480

July 8, 2011

The Honorable Board of Supervisors  
Administration Building  
1221 Oak Street  
Oakland, CA 94612

Dear Board Members:

**SUBJECT:** APPROVE AND AUTHORIZE THE PRESIDENT OF THE BOARD OF SUPERVISORS TO EXECUTE CONTRACT NO. 6519 WITH SOUND WATERSHED CONSULTING TO PROVIDE HYDROLOGIC DATA ACQUISITION AND MANAGEMENT SERVICES IN CENTRAL AND SOUTHERN ALAMEDA COUNTY

RECOMMENDATION:

Approve and execute Contract No. 6519 with Sound Watershed Consulting, (Principal: Mike Liquori, Oakland, CA) to provide hydrologic data acquisition and management services in central and southern Alameda County for the contract period July 12, 2011 through June 30, 2014 in an amount not to exceed \$644,454 with the authorization to extend the contract until June 30, 2016 for an approximate amount of \$150,000 per year at the discretion of the Director of Public Works.

SUMMARY/DISCUSSION:

The Alameda County Flood Control and Water Conservation District desires to obtain high quality rain and stream gauge data in real time. This data will improve its knowledge of rainfall/runoff relationships to better design projects and prioritize our Capital Improvement Program. The real time aspect will provide a flood warning system for major waterways. The warning system also improves the District's credit in the FEMA Community Rating System (CRS) program, and in conjunction with other activities, will result in reduced flood insurance premiums for residences within the District.

Because only three (3) points separated the top two (2) firms, the work was separated into two separate contracts. Sound Watershed Consulting had the top score and was given a larger portion of the work. The second ranked firm, Balance Hydrologics, Inc., was given a smaller portion of the work under a separate contract.

SELECTION AND CRITERIA:

*A qualifications-based selection method was followed to obtain a shortlist as mandated by Government Code Sections 4525-4529.5 for selecting professional engineering firms. Prime consultants were also required to either meet the definition of a small, local, or emerging business (SLEB) or subcontract a minimum 20 percent of the estimated contract amount with a SLEB or SLEBs.*

*A Request for Qualifications (RFQ) was issued on March 1, 2011, and mailed to 104 consultants providing hydrologic services in the SLEB database, and the consultant database administered by Alameda County Public Works Agency (ACPWA). The RFQ was published in five local newspapers. The RFQ was also posted on the ACPWA's website for 15 days. Upon evaluation of the four Statements of Qualifications, three consultants were shorted-listed and invited to submit a formal proposal.*

*The Request for Proposals (RFP) was issued on March 31, 2011. A pre-proposal meeting was held on April 4, 2011. All three firms submitted proposals on April 18, 2011, and subsequently participated in oral interviews at the District's office held on April 20, 2011.*

*Evaluation criteria included relevant experience, qualifications, written proposal/oral presentation and interview, level of SLEB participation, and overall approach to the project. The three short listed consultants were ranked as follows:*

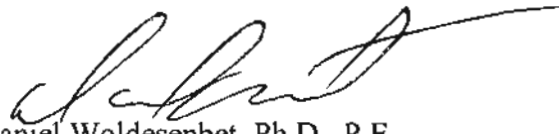
<i>Vendor</i>	<i>Location</i>	<i>SLEB</i>	<i>Evaluation Points</i>
<i>Sound Watershed Consulting</i>	<i>Oakland, CA</i>	<i>Emerging</i>	<i>363</i>
<i>Balance Hydrologics, Inc.</i>	<i>Berkeley, CA</i>	<i>Small</i>	<i>360</i>
<i>Geosyntec Consultants, Inc.</i>	<i>Oakland, CA</i>	<i>No</i>	<i>341</i>

*Sound Watershed Consulting was selected for the project. Sound Watershed Consulting is a prime SLEB (No. 09-00052).*

**FINANCING:**

There is no impact on the County General Fund. Funding for this contract in the amount of \$644,454 is budgeted and allocated as follows: \$550,000 in the FY 2011-12 budget, with the remaining \$94,454 to be included in the FY 2012-13 budget, in Fund 21801, Organization 270301, Account 610261, Program 50600 (Professional and Specialized Services).

Yours truly,



Daniel Woldesenbet, Ph.D., P.E.  
Director of Public Works

- c: Susan Muranishi, County Administrator
- Crystal Hishida-Graff, Clerk of the Board
- Louie Martinez, CAO
- Patrick O'Connell, Auditor-Controller
- Andrew Massey, Deputy County Counsel

DW/FC:fc

**Professional Services Agreement**  
**With**  
**Sound Watershed Consulting**  
**for the**  
**Hydrologic Data Acquisition and Management**  
**in Central and Southern Alameda County)**

**Contract No. 6519**

**Alameda County Flood Control and Water Conservation District**

**ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

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**AGREEMENT BETWEEN THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION  
DISTRICT  
AND  
Sound Watershed Consulting**

This Agreement is made this \_\_\_\_ day of July, 2011, in the City of Oakland, State of California, by and between Sound Watershed Consulting, 2201 Melvin Road, Oakland, CA, hereinafter referred to as "Consultant" and the Alameda County Flood Control and Water Conservation District, a political subdivision of the State of California, hereinafter referred to as "District."

**AGREEMENT**

**1. Definitions**

Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

<b>Agreement</b>	This Agreement together with all attachments and appendices and other documents incorporated herein by reference, including, but not limited to, Appendices "A", "B", "C", "D", and "E" attached hereto.
<b>Consultant</b>	Sound Watershed Consulting
<b>District</b>	Alameda County Flood Control and Water Conservation District
<b>Project</b>	The District's project – Data Acquisition and Management in Central and Southern Alameda County - as further described in Appendix "A", Scope of Services.
<b>Services</b>	All work, labor, materials and services required under the terms and conditions of this Agreement, provided pursuant to the terms and conditions of this Agreement, including without limitation architectural, engineering, coordination and administrative services.
<b>Subconsultants</b>	Consultant's consultants, subconsultants, contractors and subcontractors, of any tier.

**2. Term of Agreement**

All work comprising the Services shall be deemed performed under this Agreement. The contract period will be from July 11, 2011 through June 30, 2014.

**3. Services Consultant Agrees to Perform**

- 3.1 Consultant shall perform all Services described in Appendix "A", "Services to be Provided by Consultant", attached hereto and incorporated by reference as though fully set forth herein.
- 3.2 Consultant shall complete all Services required by this Agreement within the times specified in the Milestone Schedule in Appendix "A". Consultant agrees that the Milestone Schedule includes reasonable allowances for completion of the Services, including all time required for District's review and approval of deliverables and for approval of the deliverables by all authorities having jurisdiction over the Project and the Services. Consultant shall achieve its scheduled Milestones (as shown on the Milestone Schedule) unless an excusable event causes delay (excusable delay), and unless Consultant gives written notice of the excusable event and requests a time extension within ten days of the occurrence of the excusable event. (Excusable events shall be limited to acts of neglect by District or District's agents or consultants when acting at District's direction, breaches of this Agreement by District, Acts of God such as fire, flood, earthquake, or epidemic, or delay by a construction contractor during the construction phase of the Project, or any other circumstances beyond Consultant's reasonable control). If the period of excusable delay caused by an excusable event concurs with

a Consultant-caused or other nonexcusable delay, District may (but shall not be required to) grant a time extension without compensation.

- 3.3 Consultant may recover extra costs resulting from excusable delay upon showing that the costs claimed (i) resulted from time and/or expenses actually incurred in performing Services, (ii) were incurred by Consultant as a direct result of the delay and not otherwise within Consultant's scope of Services, and (iii) are documented to the District's satisfaction. (For example, and not by way of limitation, contract punch list and final inspection Services, whenever performed, and Services related to correcting deficiencies in Consultant's work, shall be within Basic Services and not entitle Consultant to extra costs or Additional Services.)
- 3.4 Should the progress of the Services under this Agreement at any time fall behind schedule for any reason other than excusable delays, Consultant shall apply such additional manpower and resources as necessary to bring progress of the Services under this Agreement back on schedule and consistent with the standard of professional skill and care required by this Agreement. Time is of the essence in the performance of this Agreement.

#### 4. Compensation

- 4.1 District shall pay Consultant compensation according to the Compensation Schedule established in Appendix "B", Payments to Consultant. District shall pay Consultant in monthly payments on or before the last day of each month for Services properly invoiced by the Consultant which have been properly performed as of the last day of the immediately preceding month and is due under Appendix "B".
- 4.2 District shall not incur any charges under this Agreement, nor shall any payments become due to Consultant for any payment period on the Project, until District receives all deliverables required under Appendix "A" for the payment period (if any) and reasonably accepts such deliverables as meeting the requirements of this Agreement. In cases where Consultant has partially completed one or more deliverables due during a payment period, and if Consultant demonstrates diligent progress thereon, then District may make a partial progress payment based upon Consultant's percentage completion of the partially completed deliverables and diligent progress but taking into account any adverse impacts upon District.
- 4.3 District will not withhold entire payment if a questioned amount is involved, but will issue payment in the amount of the total invoice less any questioned amount(s). District will make payment for questioned amount(s) upon District's receipt of any requested documentation verifying the claimed amount(s) and District's determination that the amount is due under the terms of this Agreement. District shall advise Consultant, in writing, within 15 days of receipt of the requested documentation. Final payment will be made when all Services required under this Agreement have been completed to the reasonable satisfaction of District including, without limitation, Consultant's transmittal of all deliverables to District required by Appendix "A".
- 4.4 Invoices furnished by Consultant under this Agreement must be in a form acceptable to District. All amounts paid by District to Consultant shall be subject to audit by District. Payment shall be made by District to Consultant at the address stated hereinabove.
- 4.5 District may set off against payments due Consultant under this Agreement any sums that District determines that Consultant owes to District because of Consultant's errors, omissions, breaches of this Agreement, delays or other acts which caused District monetary damages. Prior to exercising such right, District must demand and attend mediation pursuant to Section 24.3 of this Agreement, to be attended by District, Consultant, and any applicable insurance carriers; such mediation to occur within 30 days of demand. If the parties cannot agree upon the time, place, and mediator, within one week of the District's demand, then the Alameda County Superior Court may upon application by any party make such selection for the parties. If a party other than District refuses to mediate under this Section, then District shall have satisfied its obligations under this Section.

#### 5. Maximum Costs

- 5.1 District's obligation hereunder shall not at any time exceed the amount approved by the Board of Supervisors for payment to the Consultant pursuant to the terms of this Agreement.
- 5.2 Except as may be provided by applicable law governing emergency conditions, District has not authorized its employees, officers and agents to request Consultant to perform Services or to provide materials, equipment



and supplies that would result in Consultant performing Services or providing materials, equipment and supplies that exceed the scope of the Services, materials, equipment and supplies agreed upon in the Agreement unless the District amends the Agreement in writing and approves the amendment as required by law to authorize the additional Services, materials, equipment or supplies.

- 5.3 District shall not reimburse Consultant for Services, materials, equipment or supplies provided by Consultant beyond the scope of the Services, materials, equipment and supplies agreed upon in the Agreement and unless approved by a written amendment to the Agreement having been executed and approved in the same manner as this Agreement.

## 6. Qualified Personnel

- 6.1 For purposes of this Agreement, except for notices specified under Section 17 below, District shall direct all communications to Consultant through Mike Liquori, Sound Watershed Consulting, 2201 Melvin Road, Oakland, CA 94602; and Consultant shall direct all communications to District through District Project Engineer.
- 6.2 Services under this Agreement shall be performed only by competent personnel under the supervision of and/or in the employment of Consultant. Consultant shall conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by Consultant.
- 6.3 Consultant agrees that all professional personnel assigned to the Project will be listed in its proposal, Appendix "A", attached hereto and by this reference incorporated herein, and that the listed personnel will continue their assignments on the Project during the entire term of this Agreement. It is recognized that the listed personnel are not bound by personal employment contracts to Consultant. Consultant agrees that reassignment of any of the listed personnel during the Agreement period shall only be with other professional personnel who have equivalent experience and shall require the prior written approval of District. Any costs associated with reassignment of personnel shall be borne exclusively by Consultant.
- 6.4 Consultant agrees that should the above personnel not continue their assignments on the Project during the entire term of this Agreement, then Consultant shall not charge District for the cost of training or "bringing up to speed" replacement personnel. District may condition its reasonable approval of substitution personnel upon a reasonable transition period wherein new personnel will learn the Project and get up to speed at Consultant's cost.

## 7. Representations

- 7.1 Consultant represents that it has reviewed Appendix "A", "Services to be Provided by Consultant", and that in its professional judgment the Services to be performed under this Agreement can be performed for a fee within the maximum amount set forth in the Compensation Schedule established in Appendix "B", Payments to Consultant, and within the times specified in the Milestone Schedule.
- 7.2 Consultant represents that it is qualified to perform the Services and that it possesses the necessary licenses and/or permits required to perform the Services or will obtain such licenses and/or permits prior to time such licenses and/or permits are required. Consultant also represents that it has extensive knowledge of all applicable building codes, laws, regulations and ordinances.
- 7.3 Consultant represents that it and its subconsultants have specialized expertise in engineering services similar to those intended for the Project. Consultant agrees that the Services shall be performed in a manner that conforms to the standards of engineering practice observed by a specialist in performing services similar to the Services. Consultant agrees that for a period of one year after the completion of the Services or at the final acceptance of the construction resulting from the Services, whichever is later, it will re-perform or replace any part or all of the Services deemed by District to be defective and/or not meeting the above standard.
- 7.4 The granting of any progress payment by District, or the receipt thereof by Consultant, or any inspection, review, approval or oral statement by any representative of District or any other governmental entity, shall in no way waive or limit the obligations in this Section 7 or lessen the liability of Consultant to re-perform or replace unsatisfactory Services to the extent required by Section 7.3 above, including but not limited to cases

where the defective or below standard Services may not have been apparent or detected at the time of such payment, inspection, review or approval.

## 8. Indemnification and General Liability

- 8.1 (a) To the fullest extent allowed by law, CONSULTANT shall defend, indemnify, and hold harmless the DISTRICT and its officers, agents, employees and representatives from and against any and all claims, actions, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney's fees incurred, brought for or on account of, injury to or death of any person, including but not limited to workers, District employees, and the public, or damage to property, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONSULTANT, its officers, agents, employees, volunteers, representatives, contractors and subcontractors. This duty of CONSULTANT includes the duty of defense, inclusive of that set forth in California Civil Code Section 2778. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.
- (b) The duty of Consultant to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- (c) The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.
- 8.2 Consultant shall defend (with legal counsel reasonably acceptable to the District), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by District, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.
- 8.3 [Intentionally Omitted]
- 8.4 Consultant shall place in its subconsulting agreements and cause its Subconsultants to agree to indemnities and insurance obligations in favor of District and other Indemnitees in the exact form and substance of those contained in this Agreement.
- 8.5 District acknowledges that the discovery, presence, handling or removal of asbestos products, polychlorinated biphenyl (PCB) or other hazardous substances which may presently exist at the Project site is outside of Consultant's expertise and is not included in the scope of Services Consultant is to perform nor included in Consultant's insurance. District shall hire an expert consultant in this field if the Project involves such materials. Consultant shall not be responsible or be involved in any way with the discovery, presence, handling or removal of such materials. Consultant shall be responsible to coordinate with District's expert consultant as required by Appendix "A", Services To Be Provided By Consultant.

## 9. Liability of District

- 9.1 Except as provided in Appendix "A", Services to be Provided by Consultant, and Appendix "C", Insurance, District's obligations under this Agreement shall be limited to the payment of the compensation provided for in Sections 3, 4 and 5 of this Agreement.
- 9.2 Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.
- 9.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Consultant, or by any of its employees, even though such equipment be furnished, rented, or loaned to Consultant by District. The acceptance or use of such equipment by Consultant or any of its employees shall be construed to mean that Consultant accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless District from and against any and all claims for any damage or injury of any type, including attorneys' fees, arising from the use, misuse or failure of such equipment,

whether such damage be to the Consultant, its employees, District employees or third parties, or to property belonging to any of the above except to the extent caused by the sole negligence of willful misconduct of District.

- 9.4 Nothing in this Agreement shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or other applicable law, shall be cumulative.

#### **10. Independent Contractor; Payment of Taxes, and Other Expenses**

- 10.1 Consultant shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which Consultant performs the Services required of Consultant by the terms of this Agreement. Consultant shall be liable for the acts and omissions of its Subconsultants, its employees and its agents.
- 10.2 Nothing contained herein shall be construed as creating an employment, agency or joint venture relationship between District and Consultant. Consultant acknowledges that neither it nor any of its employees or agents shall, for any purpose whatsoever, be deemed to be District employees, and shall not be entitled to receive any benefits conferred on District employees, including without limitation workers' compensation, pension, health, insurance or other benefits.
- 10.3 Consultant shall be solely responsible for payment of any required taxes, including California sales and use taxes, and United States income tax withholding and social security taxes, levied upon this Agreement, the transaction, or the Services delivered pursuant hereto.
- 10.4 Consultant shall be available as much as reasonably possible to District staff during the District's normal working hours or as otherwise requested by District. Terms in this Agreement referring to direction from District shall be construed as providing for direction as to policy and the result of Consultant's Services only and not as to the means by which such a result is obtained.
- 10.5 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities who are not parties to this Agreement.

#### **11. Insurance**

- 11.1 Prior to execution of this Contract, Consultant shall furnish to District satisfactory proof that it maintains the insurance required by this Contract as set forth in Appendix C "Insurance," which is attached and made a part of this Contract. In the event Consultant fails to maintain any required insurance, District may (but is not obligated to) purchase such insurance and deduct or retain premium amounts from any sums due Consultant under this Contract (or Consultant shall promptly reimburse District for such expense).

#### **12. Suspension of Services**

- 12.1 District may, without cause, order Consultant to suspend, delay or interrupt ("suspend") Services pursuant to this Agreement, in whole or in part, for such periods of time as District may determine in its sole discretion. District shall deliver to Consultant written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Agreement.
- 12.2 Notwithstanding anything to the contrary contained in this Section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible.

#### **13. Termination of Agreement for Cause**

- 13.1 If at any time District believes Consultant may not be adequately performing its obligations under this Agreement, that Consultant may fail to complete the Services as required by this Agreement, or has provided written notice of observed deficiencies in Consultant's performance, District may request from Consultant prompt written assurances of performance and a written plan to correct the observed deficiencies in Consultant's performance. Consultant shall provide such written assurances and written plan within ten calendar days of receipt of written request. Consultant acknowledges and agrees that any failure to provide written assurances and a written plan to correct observed deficiencies, in the required time, is a material breach under this Agreement.



- 13.2 Consultant shall be in default of this Agreement and District may, in addition to any other legal or equitable remedies available to District, terminate Consultant's right to proceed under the Agreement, for cause:
- 13.2.1 Should Consultant make an assignment for the benefit of creditors, admit in writing its inability to pay its debts as they become due, file a voluntary petition in bankruptcy, be adjudged a bankrupt or insolvent, file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against Consultant in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Consultant or of all or any substantial part of the properties of Consultant, or if Consultant, its directors or shareholders, take action to dissolve or liquidate Consultant; or
- 13.2.2 Should Consultant commit a material breach of this Agreement and not cure such breach within ten (10) calendar days of the date of written notice from District to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide District within the 10 day period a written plan acceptable to District to cure said breach, and then diligently commence and continue such cure according to the written plan); or
- 13.2.3 Should Consultant violate or allow a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency in effect at the time of performance of the Services and applicable to the Project or Services and does not cure such violation within ten (10) days of the date of the notice from District to Consultant demanding such cure; or, if such failure is curable but not curable within such ten (10) day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Consultant to avail itself of this time period in excess of 10 calendar days, Consultant must provide District within the 10 day period a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan.)
- 13.3 In the event of termination by District as provided herein for cause:
- 13.3.1 District shall compensate Consultant for the value of the Services delivered to District upon termination as determined in accordance with the Agreement, subject to all rights of offset and back charges, but District shall not compensate Consultant for its costs in terminating the Services or any cancellation charges owed to third parties;
- 13.3.2 Consultant shall deliver to District possession of all tangible aspects of the Services in their then condition, including but not limited to, all copies (electronic and hard copy) of designs, engineering, Project records, cost data of all types, drawings and specifications and contracts with vendors and Subconsultants, and all other documentation associated with the Project, and all supplies and aids dedicated solely to performing Services which, in the normal course of the Services, would be consumed or only have salvage value at the end of the Services period.
- 13.3.3 Consultant shall remain fully liable for the failure of any Services completed and drawings and specifications provided through the date of such termination to comply with the provisions of the Agreement. The provisions of this Section shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of this Agreement, but rather, Consultant shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with the Agreement.
- 13.4 In the event a termination for cause is determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Consultant shall have no greater rights than it would have had if a termination for convenience had been effected in the first instance. No other loss, cost, damage, expense, or liability may be claimed, requested, or recovered by Consultant.

#### 14. Termination of Agreement for Convenience

- 14.1 District may terminate performance of the Services under the Agreement in accordance with this Section in whole, or from time to time in part, whenever District shall determine that termination is in the District's best

interests. Termination shall be effected by District delivering to Consultant, at least seven (7) calendar days prior to the effective date of the termination, a Notice of Termination specifying the extent to which performance of the Services under the Agreement is terminated.

- 14.2 After receipt of a Notice of Termination, and except as otherwise directed by District, Consultant shall:
- 14.2.1 Stop Services under the Agreement on the date and to the extent specified in the Notice of Termination;
  - 14.2.2 Place no further orders or subcontracts (including agreements with Subconsultants) for materials, Services, or facilities except as necessary to complete the portion of the Services under the Agreement which is not terminated;
  - 14.2.3 Terminate all orders and subcontracts to the extent that they relate to performance of Services terminated by the Notice of Termination;
  - 14.2.4 Assign to District in the manner, at times, and to the extent directed by District, all right, title, and interest of Consultant under orders and subcontracts so terminated. District shall have the right, in its discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
  - 14.2.5 Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to the extent District may require. District's approval or ratification shall be final for purposes of this clause;
  - 14.2.6 Transfer title and possession to District, and execute all required documents and take all required actions to deliver in the manner, at times, and to the extent, if any, directed by District, completed and uncompleted designs and specifications, Services in process, completed Services, supplies, and other material produced or fabricated as part of, or acquired in connection with performance of, Services terminated by the Notice of Termination (including mockups and model(s)), completed or partially completed plans, drawings, information, in whatever form (i.e., hard-copy and electronic), all intellectual property rights (including without limitation, to the extent applicable, all licenses and copyright, trademark and patent rights) and all other property and property rights which, if the Agreement had been completed, would have been required to be furnished to District.
  - 14.2.7 Use its best efforts to assist District in selling, in the manner, at times, to the extent, and at a price or prices that District directs or authorizes, any property of the types referred to in Section 14.2.6, but Consultant shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at a price or prices approved by District. All proceeds from the foregoing shall be applied to reduce payments to be made by District to Consultant under this Agreement, shall otherwise be credited to the price or cost of Services covered by this Agreement or be paid in such other manner as District may direct;
  - 14.2.8 Complete performance of any part of the Services which were not terminated by the Notice of Termination; and
  - 14.2.9 Take such action as may be necessary, or as District may direct, for the protection and preservation of property related to this Agreement which is in Consultant's possession and in which District has or may acquire an interest.
- 14.3 After receiving a Notice of Termination, Consultant shall submit to District a termination claim, in the form and with the certification District prescribes. The claim shall be submitted promptly but in no event later than 3 months from the effective date of the termination, unless one or more extensions in writing are granted by District upon Consultant's written request made within such 3-month period or authorized extension. However, if District determines that facts justify such action, it may receive and act upon any such termination claim at any time after such 3-month period or extension. If Consultant fails to submit the termination claim within the time allowed, District may determine, on basis of information available to it, the amount, if any, due to Consultant because of the termination. District shall then pay to Consultant the amount so determined.
- 14.4 Subject to provisions of Section 14.3, Consultant and District may agree upon the whole or part of the amount or amounts to be paid to Consultant because of any termination of Services under this Section. The amount or amounts may include a reasonable allowance for profit on Services done. However, such agreed amount or



amounts, exclusive of settlement costs, shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement price of Services terminated. The Agreement may be amended accordingly, and Consultant shall be paid the agreed amount.

- 14.5 If Consultant and District fail, under Section 14.4, to agree on the whole amount to be paid to Consultant because of termination of Services under this Section, then Consultant's entitlement to compensation for Services specified in the Agreement which are performed before the effective date of Notice of Termination, shall be the total (without duplication of any items) of –
- 14.5.1 Reasonable value of Consultant's Services performed prior to Notice of Termination, based on Consultant's entitlement to compensation under Appendix "B", "Payments to Consultant". Such amount or amounts shall not exceed the total Agreement price as reduced by the amount of payments otherwise made and as further reduced by the Agreement value of Services terminated. Deductions against such amount or amounts shall be made for deficiently performed Services, rework caused by deficiently performed Services, cost of materials to be retained by Consultant, amounts realized by sale of materials, and for other appropriate credits against cost of Services. Such amount or amounts may include profit, but not in excess of 10 percent of Consultant's total costs of performing the Services.
- 14.5.2 When, in opinion of District, the cost of any item of Services is excessively high due to costs incurred to remedy or replace defective or rejected Services (including having to re-perform Services), reasonable cost to be allowed will be the estimated reasonable cost of performing Services in compliance with the requirements of Agreement and excessive actual cost shall be disallowed.
- 14.5.3 Reasonable cost to Consultant of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.
- 14.6 Except as provided in this Agreement, in no event shall District be liable for costs incurred by Consultant (or Subconsultants) after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, anticipated profits on the Agreement or subcontracts, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting claims or proposals, attorney's fees or other costs relating to prosecution of the claim or a lawsuit, pre-judgment interest, or any other expense which is not reasonable or authorized under Section 14.5.
- 14.7 This section shall not prohibit Consultant from recovering costs necessary to discontinue further Services under the Agreement as provided for in Section 14.2 or costs authorized by District to settle claims from Subconsultants.
- 14.8 In arriving at amount due Consultant under this Section there shall be deducted:
- 14.8.1 All unliquidated advance or other payments on account theretofore made to Consultant, applicable to the terminated portion of Agreement,
- 14.8.2 Any substantiated claim which District may have against Consultant in connection with this Agreement, and
- 14.8.3 The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Consultant or sold under the provisions of this Section, and not otherwise recovered by or credited to District.
- 14.9 If the termination for convenience hereunder is partial, before settlement of the terminated portion of this Agreement, Consultant may file with District a request in writing for equitable adjustment of price or prices specified in the Agreement relating to the portion of this Agreement which is not terminated. District may, but shall not be required to, agree on any such equitable adjustment. Nothing contained herein shall limit the right of District and Consultant to agree upon amount or amounts to be paid to Consultant for completing the continued portion of the Agreement when the Agreement does not contain an established price for the continued portion. Nothing contained herein shall limit District's rights and remedies at law.

## 15. Conflicts of Interest/Other Agreements

- 15.1 Consultant represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts that constitute a violation of said sections.
- 15.2 Consultant represents that it has completely disclosed to District all facts bearing upon any possible interests, direct or indirect, which Consultant believes any member of District, or other officer, agent or employee of District or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination of this Agreement by District for cause. Consultant agrees to comply with all conflict of interest codes adopted by the County of Alameda and their reporting requirements.
- 15.3 Consultant covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Consultant represents to and agrees with the District that Consultant has no present, and will have no future, conflict of interest between providing the District the Services hereunder and any interest Consultant may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to the District, as determined in the reasonable judgment of the District. The provisions of this Section 15 shall remain fully effective indefinitely after termination of Services to the District hereunder.

#### 16. Proprietary or Confidential Information of District; Publicity

- 16.1 Consultant acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Consultant may have access to private or confidential information which may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District. Consultant agrees that all information disclosed by District to or discovered by Consultant shall be held in strict confidence and used only in performance of the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary data, and shall not accept employment adverse to the District's interests where such confidential information could be used adversely to the District's interests. Consultant agrees to notify the District immediately in writing if it is requested to disclose any information made known to or discovered by Consultant during the performance of or in connection with this Agreement.
- 16.2 Any publicity or press releases with respect to the Project or Services shall be under the District's sole discretion and control. Consultant shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies, or representatives of public bodies, without District's prior written consent. Consultant shall have the right, however, without District's further consent, to include representations of Services among Consultant's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.
- 16.3 The provisions of this Section 16 shall remain fully effective indefinitely after termination of Services to the District hereunder.

#### 17. Notice to the Parties

- 17.1 Notices. All notices (including requests, demands, approvals, or other communications) under this Agreement shall be in writing.
  - 17.1.1 Method of Delivery. Notice shall be sufficiently given for all purposes as follows:
    - (a) When personally delivered to the recipient, notice is effective on delivery.
    - (b) When mailed first class to the last address of the recipient known to the party giving notice, notice is effective on delivery.
    - (c) When mailed by certified mail with return receipt requested, notice is effective on receipt if delivery is confirmed by a return receipt.
    - (d) When delivered by overnight delivery service, including Federal Express, Airborne, and United Parcel Service, with charges prepaid or charged to the sender's account, notice is effective on delivery if delivery is confirmed by the delivery service.



(e) When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective on receipt as long as (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery or (2) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be considered to have been received on the next business day if it is received after 5 p.m. (recipient's time) or on a nonbusiness day.

- 17.1.2 Refused, Unclaimed or Undeliverable Notices. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be considered to be effective as of the first date that the notice was refused, unclaimed, or considered undeliverable by the postal authorities, messenger, or overnight delivery service.
- 17.1.3 Addresses. Addresses for the purpose of giving notice are set forth below. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this paragraph 17.

To District:

Frank Codd, Associate Civil Engineer  
Alameda County Flood Control and Water Conservation District  
399 Elmhurst Street, Room 113  
Hayward, CA 94544

To Consultant:

Mike Liquori  
2201 Melvin Road  
Oakland, CA 94602

- 17.1.4 Change of Recipient or Address. Either party may, by written notice given at any time or from time to time, require subsequent notices to be given to another individual person, whether a party or an officer or a representative, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

## 18. Ownership of Results/Work for Hire

- 18.1 Any interest (including, but not limited to, property interests and copyright interests) of Consultant or its Subconsultants, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Consultant or its Subconsultants in connection with Services to be performed under this Agreement shall become the property of and will be transmitted to District at the conclusion of this Agreement. Consultant may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Consultant's activities, Consultant shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project.
- 18.2 Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Consultant or its Subconsultants in connection with Services performed under this Agreement shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of District. In the event that it is ever determined that any works created by Consultant or its Subconsultants under this Agreement are not Works for Hire under U.S. law, Consultant hereby assigns all copyrights to such works to District. With the prior written approval of the District, Consultant may retain and use copies of such works for reference and as documentation of its experience and capabilities.

## 19. Audit and Inspection Records

- 19.1 Consultant shall maintain all drawings, specifications, calculations, cost estimates, quantity takeoffs, statements of construction costs and completion dates, schedules and all correspondence, internal memoranda, papers, writings, electronic media and documents of any sort prepared by or furnished to Consultant during the course of performing the Services and providing services with respect to the Project,

for a period of at least five years following final completion and acceptance of the Project. All such records (except for materials subject to the attorney client privilege, if any) shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Monthly records of Consultant's personnel costs, Consultant costs, and reimbursable expenses pertaining to both Basic Services and Additional Services shall be kept on a generally recognized accounting basis, and shall be available to District, and District's authorized agents, officers, and employees, upon request at reasonable times and places. Consultant shall not destroy any Project records until after advising District and allowing District to accept and store the records.

- 19.2 Consultant agrees to maintain full and adequate records in accordance with District requirements to show actual costs incurred by Consultant in its performance of this Agreement, and to make available to District during business hours accurate ledgers, books of accounts, invoices, vouchers, cancelled checks, and accounting and other books, records and documents evidencing or relating to all expenditures and disbursements charged to District or relative to Consultant's activities under this Agreement. Consultant will furnish to District, its authorized agents, officers and employees such other evidence or information as District may request with regard to any such expenditure or disbursement charged by Consultant. Consultant will permit District, and District's authorized agents, officers, and employees, to audit, examine and make copies, excerpts and transcripts from such items, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement.
- 19.3 Consultant shall maintain all items described in Sections 19.1 and 19.2 above in an accessible location and condition for a period of not less than five years after final completion and acceptance of the Project or until after final audit has been resolved, whichever is later. If such items are not kept and maintained by Consultant within a radius of fifty (50) miles from District's offices at 399 Elmhurst Street, Hayward, California, Consultant shall, upon District's request and at Consultant's sole cost and expense, make such items available to District, and District's authorized agents, officers, and employees, for inspection at a location within said fifty (50) mile radius, or Consultant shall pay District its reasonable and necessary costs incurred in inspecting Consultant's books and records, including, but not limited to, travel, lodging and subsistence costs. The State of California or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon District by this Section.
- 19.4 The rights and obligations established pursuant to this Section shall be specifically enforceable and survive termination of this Agreement.

## **20. Subcontracting/Assignment/ District Employees**

- 20.1 Consultant and District agree that Consultant's unique talents, knowledge and experience form a basis for this Agreement and that the services to be performed by Consultant under this Agreement are personal in character. Therefore, Consultant shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder unless approved by District in a written instrument executed and approved by the District in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- 20.2 Consultant shall use the Subconsultants for the scopes of work listed in Appendix A attached hereto, and shall not substitute Subconsultants unless approved by written instrument executed and approved by the District in writing.
- 20.3 To the extent Consultant is permitted by District in writing to subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder, Consultant shall comply with all applicable prompt payment laws and regulations (including, without limitation, California Civil Code Section §3321. Consultant shall remain fully liable and responsible for all acts and omissions of its Subconsultants in connection with the Services or the Project, as if it engaged in the acts and omissions directly.
- 20.4 Consultant shall not employ or engage, or attempt to employ or engage, any person who is or was employed by District or any department thereof at any time that this Agreement is in effect, during the term of this Agreement and for a period of two years after the termination of this Agreement or the completion of the Services, without the written consent of District.



**21. Non-Discrimination, Equal Employment Opportunity, and Business Practices**

- 21.1 Consultant shall not discriminate against any employee or applicant for employment, nor against any Subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor. To the extent applicable, Consultant shall comply with all federal, state, and local laws (including, without limitation, County ordinances, rules, and regulations) regarding non-discrimination, equal employment opportunity, affirmative action, and occupational-safety-health concerns, shall comply with all applicable rules and regulations thereunder, and shall comply with same as each may be amended from time to time.
- 21.2 Consultant shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor.
- 21.3 Consultant shall, if requested to do so by the District, certify that it has not, in the performance of this Agreement, discriminated against applicants or employees because of their race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA (Americans with Disabilities Act) (as defined below), political affiliation, veteran's status, or any other non-merit factor.
- 21.4 If requested to do so by the District, Consultant shall provide the District with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- 21.5 Consultant shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- 21.6 Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
- 21.7 The Consultant shall include the provisions set forth in 21.2 through 21.6 (above) in each of its subcontracts.

**22. Drug-Free Workplace Policy**

- 22.1 Consultant acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on a County facility or work site. Consultant agrees that any violation of this prohibition by Consultant, its employees, agents, or assigns shall be deemed a material breach of this Agreement.
- 22.2 If Consultant or any employee of Consultant is convicted of a criminal drug statute violation occurring at a County facility or work site, the Consultant within five days thereafter shall notify the head of the District department/agency for which the contract services are performed.

**23. Compliance with Americans with Disabilities Act**

- 23.1 Consultant acknowledges that, pursuant to the Americans with Disabilities Act ("ADA"), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Consultant shall provide the Services specified in this Agreement in a manner that complies with the standard of care established under this Agreement regarding the ADA and any and all other applicable federal, state, and local disability rights legislation. Consultant agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement, and further agrees that any violation of this prohibition on the part of Consultant, its employees, agents or assigns shall constitute a material breach of this Agreement.

**24. Debarment and Suspension Certification (Applicable to all agreements funded in part or whole with federal funds and contracts over \$25,000).**

- 24.1 (a) By signing this agreement and Appendix D, Debarment and Suspension Certification, Consultant/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35, and Executive Order 12549.

(b) By signing this agreement, Consultant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

**25. Small, Local, and Emerging Business (SLEB) Participation**

25.1 Consultant has been certified by the COUNTY as a small or emerging local business. As a result, there is no requirement to subcontract with another business in order to satisfy the County's Small and Emerging Locally owned Business provision. However, should Consultant's status as a certified small or emerging local business change at any time during the term of this Agreement, Consultant shall comply with the County's Small and Emerging Local Business provision.



**26. First Source Program**

- 26.1 For contracts over \$100,000, Consultant shall provide DISTRICT ten (10) working days to refer to Consultant, potential candidates to be considered by Consultant to fill any new or vacant positions that are necessary to fulfill their contractual obligations to the DISTRICT that Consultant has available during the contract term before advertising to the general public.

**27. Disputes**

- 27.1 Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the District Engineer or his designee, and a principal of the Consultant who shall attempt, in good faith, to resolve the dispute. Such referral may be initiated by written request from either party, and a meeting between the District representative and principal of the Consultant shall then take place within five days of the request.
- 27.2 Provided that District continues to compensate Consultant in accordance with this Agreement, Consultant shall continue its Services throughout the course of any and all disputes. Nothing in this Agreement shall allow Consultant to discontinue Services during the course of any dispute and Consultant's failure to continue Services during any and all disputes shall be considered a material breach of this Agreement. Consultant agrees that the existence or continued existence of a dispute does not excuse performance under any provision of this Agreement, including but not limited to, the time to complete the Services. Consultant also agrees that should Consultant discontinue Services due to a dispute or disputes, District may terminate this Agreement for cause as provided herein.
- 27.3 In the event of claims exceeding \$50,000, as a precondition to litigation, the parties shall first participate in non-binding mediation pursuant to the construction mediation procedures of the American Arbitration Association ("AAA"), in Oakland, before a mediator mutually agreeable to the parties, and in the event the parties are unable to agree, selected by a judge of the Alameda County Superior Court from an approved list of AAA qualified construction mediators. The parties may agree to engage in discovery prior to mediation, but if they do, they shall follow the procedures prescribed in the California Code of Civil Procedure, Section 2019, et. seq. and discovery so conducted shall apply in any subsequent litigation as if conducted in that litigation.

**28. Agreement Made in California; Venue**

- 28.1 This Agreement shall be deemed to have been executed in the City of Oakland, County of Alameda. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in the County of Alameda. Consultant waives CCP §394.
- 28.2 The parties shall execute one original and three copies of this Agreement.

**29. Compliance with Laws**

- 29.1 Consultant represents that it will comply with all applicable laws in the performance of the Services, regardless of whether such laws are specifically stated in this Agreement and regardless of whether such laws are in effect on the date hereof. Consultant shall comply with all security requirements imposed by authorities with jurisdiction over the Project, and will provide all information, work histories, and/or verifications as requested by such authorities for security clearances or compliance.
- 29.2 Consultant further represents that all plans, drawings, specifications, designs and any other product of the Services will comply with all applicable laws, codes and regulations, consistent with the standard of care in this Agreement.

**30. Construction**

- 30.1 All section and paragraph captions are for reference only and shall not be considered in construing this Agreement. Each signatory to this Agreement for Consultant shall have joint and several responsibility and liability to perform the terms of this Agreement.

**31. Miscellaneous**

- 31.1 As between the parties to this Agreement: as to all acts or failures to act by either party to this Agreement, any applicable statute of limitations shall commence to run on the date of issuance by District of the final Certificate for Payment, or termination of this Agreement, whichever is earlier. This section shall not apply to latent defects as defined by California law or negligence claims, as to which the statute of limitations shall be as defined by law. However, the applicable statutes of repose, California Code of Civil Procedure Sections §§ 337.1 and 337.15, shall continue to apply.
- 31.2 Any provisions or portion thereof of this Agreement, which is prohibited by, unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms. If any provisions or portion thereof of this Agreement are prohibited by, unlawful, or unenforceable under any applicable law and are therefore stricken or deemed waived, the remainder of such provisions and this Agreement shall be interpreted to achieve the goals or intent of the stricken or waived provisions or portions thereof to the extent such interpretation is consistent with applicable law.
- 31.3 Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require performance of any of the terms, covenants, conditions or other provisions of this Agreement, including the timing of any such performance, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.
- 31.4 If a death, serious personal injury or substantial property damage occurs in connection with Consultant's performance of this Agreement, Consultant shall immediately notify the Alameda County Risk Manager's Office by telephone. Consultant shall promptly submit to District a written report, in such form as may be required by District of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of Consultant's sub-Consultant; if any; (3) name and address of Consultant's liability insurance carrier; and (4) a detailed description of the accident and whether any of District's equipment, tools, material, or staff were involved.
- 31.5 Consultant further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of the accident.

**32. Entire Agreement; Modifications of Agreement**

- 32.1 The Agreement, and any written modification to the Agreement, shall represent the entire and integrated Agreement between the parties hereto regarding the subject matter of this Agreement and shall constitute the exclusive statement of the terms of the parties' Agreement. The Agreement, and any written modification to the Agreement, shall supersede any and all prior negotiations, representations or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification, and the parties represent and agree that they are entering into this Agreement and any subsequent written modification in sole reliance upon the information set forth in the Agreement or written modification and the parties are not and will not rely on any other information. All prior negotiations, representations, or agreements, either written or oral, express or implied, that relate in any way to the subject matter of this Agreement, shall not be admissible or referred to hereafter in the interpretation or enforcement of this Agreement.
- 32.2 Consultant, in any price proposals for changes in the Services that increase the Agreement amount, or for any additional Services, shall break out and list its costs and use percentage markups. Consultant shall require its Subconsultants (if any) to do the same, and the Subconsultants' price proposals shall accompany Consultant's price proposals.
- 32.3 Consultant and its Subconsultants shall, upon request by District, permit inspection of all original unaltered Agreement bid estimates, subcontract Agreements, purchase orders relating to any change, and documents substantiating all costs associated with all cost proposals.

- 32.4 Changes in the Services made pursuant to this Section and extensions of the Agreement time necessary by reason thereof shall not in any way release Consultant's representations and agreements pursuant to this Agreement.
- 32.5 This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by a fully authorized representative of both District and Consultant expressing such an intention in the case of a modification or by the party waiving in the case of a waiver.
- 32.6 Whenever the words "as directed", "as required", "as permitted", or words of like effect are used, it shall be understood as the direction, requirement, or permission of District. The words "approval", "acceptable", "satisfactory", or words of like import, shall mean approved by, or acceptable to, or satisfactory to District, unless otherwise indicated by the context.

### 33. Labor Code Requirements

- 33.1 The Consultant shall adhere to all appropriate provisions of the California Labor Code in particular with Division 2, Part 7, Chapter 1, Articles 1-3. Any approvals, by the District, will not relieve the Consultant from the observation and/or adherence to the provisions of the California Labor Code.
- 33.2 The Consultant and any subcontractor shall pay not less than the specified general prevailing rates of wages to all workers employed in the execution of the contract. General Prevailing rates of per diem wages shall be those general wage determinations made by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.3 Copies of the prevailing rate of per diem wages are on file with the Contract Compliance Officer, County of Alameda, 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.4 The Consultant shall post, on the job site, a copy of the prevailing rates of per diem wages as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker needed to execute the contract.
- 33.5 Premium pay for Saturdays, Sundays, holidays and overtime shall be as determined by the Director of the Department of Industrial Relations, State of California for each craft, classification or type of worker required in the execution of the contract. Holidays for which the general prevailing hourly wage rate for holiday work shall be paid, shall be all holidays recognized in the collective bargaining agreement on file with the Director of the Department of Industrial Relations, State of California, applicable to the particular craft, classification, or type of worker employed on the project.
- 33.6 Health and welfare, pension, vacation/holiday, apprenticeship or other training programs and any other employer payments required in the execution of the contract shall be as determined by the Director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract.
- 33.7 Hours of work per day or week shall be as determined by the director of the Department of Industrial Relations, State of California, for each craft, classification or type of worker required in the execution of the contract. Eight hours labor constitutes a legal day's work.
- 33.8 Pursuant to Section 1773.8 of the Labor Code, travel and subsistence payments shall be made to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed with the Director of the Department of Industrial Relations, State of California.
- 33.9 The Consultant, or any subcontractor, shall comply with all provisions of Section 1777.5 of the Labor Code pertaining to the employment of apprentices on public works projects. The responsibility for compliance with all the provisions of said Section 1777.5 for apprenticeable occupations is vested with the Consultant. In the event the Consultant willfully fails to comply with Section 1777.5, said Consultant shall be denied the right to bid on any public works contract for a period of up to one year for the first violation and up to three years for the second or subsequent violation with the period running from the date the determination of non-compliance is made. The interpretation and enforcement of Section 1777.5 shall be in accordance with rules and procedures prescribed by the California Apprenticeship Council.
- 33.10 The Consultant shall comply with the Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Consultant shall forfeit, as a penalty, not more than Fifty Dollars (\$50.00) for each calendar day or

portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of Industrial Relations, State of California, for such work or craft in which such worker is employed for any work done under the contract by the Consultant, or by any subcontractor, in violation of the provisions of the Labor Code, and, in particular, Labor Code Sections 1770 to 1780 inclusive. In addition to said penalty, and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate, shall be paid to each worker by the Consultant.

- 33.11 Eight hours labor constitutes a legal day's work. The Consultant shall forfeit, as a penalty, Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the contract by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code and, in particular, Sections 1810 to 1814 thereof, inclusive, except that work performed by employees of the Consultant in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than one-and-one-half (1-1/2) times the basic rate of pay, as provided in Section 1815 of the Labor Code.
- 33.12 In accordance with Section 1776 of the Labor Code:
- 33.12.1 The Consultant and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, ethnic code, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by said Consultant or subcontractor in connection with the work.
- 33.12.2 The payroll records enumerated in Section 30.12.1 shall be certified, and shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:
- 33.12.2.1 A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- 33.12.2.2 A certified copy of all payroll records enumerated in Section 30.12.1 shall be forwarded weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545, and shall be made available for inspection or furnished upon request to a representative of the District, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations, State of California.
- 33.12.2.3 A certified copy of all payroll records enumerated in Section 30.12.1 shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal office of the Consultant.
- 33.12.3 The Consultant shall file a certified copy of the records enumerated in Section 30.12.1 with the entity that requested such records within ten (10) days after receipt of a written request.
- 33.12.4 Any copy of records made available for inspection as copies and furnished upon request to the public or to any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner so as to prevent disclosure of an individual's name, address and social security number. The name and address of the Consultant awarded the contract or performing the contract shall not be marked or obliterated.
- 33.12.5 The Consultant shall inform the District of the location of the records enumerated under Section 30.12.1 including the street address, city and county, and shall, within five (5) working days, provide a notice of any change of location and/or address.
- 33.12.6 In the event of noncompliance with the requirements of said Section 1776 of the Labor Code, the Consultant shall have ten (10) calendar days in which to comply subsequent to receipt of written



- notice specifying in what respects such Consultant must comply with said Section. Should noncompliance still be evident after such ten-day period, the Consultant shall, as a penalty, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- 33.12.7 The responsibility for compliance with Section 1776 of the Labor Code shall be a responsibility of the Consultant.
- 33.13 A certified copy of all payroll records enumerated in the above Section 30.12 shall be sent weekly to the Contract Compliance Officer via the Inspector at 951 Turner Court, Hayward, CA 94545.
- 33.13.1 Certified weekly payrolls shall show the wages and benefits paid to each employee, the employee's job classification, sex and ethnic code. Payrolls will be submitted by the Consultant and each subcontractor via the Consultant.
- 33.13.2 This provision applies to all classifications, including truckers.
- 33.14 Requests for information relating to labor compliance records, including certified payroll records enumerated in Section 30.12, shall be made through the Contract Compliance Officer at 951 Turner Court, Room 100, Hayward, CA 94545.
- 33.15 Failure to file certified copies of the records enumerated in Section 30.12.1 with District representatives may result in conditioning amounts of any progress payment due.
- 33.16 The Consultant assures that he/she/it will comply with the Americans with Disabilities Act (ADA) and Title VII of the Civil Rights Act of 1964 and that no person shall, on the grounds of race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract.
- 33.16.1 The Consultant shall, in all solicitations or advertisements for applicants for employment placed as a result of this contract, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- 33.16.2 Consultant shall, if requested to so do by the District, certify that it has not, in the performance of this contract, discriminated against applicants or employees because of their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Vietnam era Veteran's status, political affiliation, or any other non-merit factor.
- 33.16.3 If requested to do so by the District, Consultant shall provide the District with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- 33.16.4 Consultant shall recruit vigorously and encourage minority- and women-owned businesses to bid its subcontracts.
- 33.16.5 Nothing contained in this contract shall be construed in any manner so as to require or permit any act which is prohibited by law.
- 33.16.6 The Consultant shall include the provisions set forth in Sections 30.16.1 through 30.16.5 in each of its subcontracts.
- 33.16.7 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS POLICY FORM: The Consultant must post the Equal Employment Opportunity Practices Provisions Policy in a conspicuous place at each construction site. A sample form shall be provided.
- 33.17 Non-compliance with the provisions of the Equal Employment Opportunity Practices policy is subject to the provisions outlined below.

- 33.17.1 If District finds that the Consultant has violated the Equal Employment Opportunity Practices Provisions policy, the Director of Public Works (or designee) shall hold a meeting with the Consultant for the purpose of determining whether the Consultant is out of compliance. If after the meeting the Consultant is found to be still out of compliance, the Consultant will be notified of a public hearing. The public hearing will be held before the Board of Supervisors with a minimum five calendar-day notice to the Consultant. If the Board of Supervisors finds that there has been a violation, the District will notify the Consultant in writing of the sanctions to be imposed.
- 33.17.2 In addition, the District shall deem a finding by the Fair Employment Practice Commission that there was willful violation of the California Fair Employment Act also to be a violation by the Consultant of the Equal Employment Opportunity Practices Provisions requirements of the contract, and such violation shall be subject to the sanctions provided herein.
- 33.18 A finding at the public hearing that there has been violation of the Equal Employment Opportunity Practices Provisions requirements of the contract shall be cause for the Board of Supervisors to impose any or all of the following sanctions:
- 33.18.1 Withhold an additional ten percent (10%) of all further contract progress payments until the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
- 33.18.2 Suspend the contract until such time as the Consultant provides evidence satisfactory to the Board of Supervisors that the condition of non-compliance has been corrected.
- 33.18.3 Terminate the contract and collect appropriate damages from the Consultant.
- 33.18.4 Declare that the Consultant is a non-responsible bidder, and is ineligible to make bids on future District contracts for a stated period of time or until the Consultant can demonstrate to the satisfaction of the Board of Supervisors that the violation has been corrected.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates shown below their respective authorized signatures.

“District”

**Alameda County Flood Control and Water Conservation District, a political subdivision of the State of California**

By: \_\_\_\_\_  
PRESIDENT  
BOARD OF SUPERVISORS

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


“Consultant”

Sound Watershed Consulting

By:  \_\_\_\_\_  
Mike Liquori  
Principal

Date: 7/5/11 \_\_\_\_\_

Approved as to form:  
Richard R. Karlsson, Interim County Counsel

By:  \_\_\_\_\_  
Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

END OF DOCUMENT



## APPENDIX A

**SERVICES TO BE PROVIDED BY CONSULTANT**

1. This is an appendix attached to, and made a part of the Agreement dated July 26, 2011, between the Alameda County Flood Control and Water Conservation District ("District") and Sound Watershed Consulting ("Consultant"), providing for professional services.

1.1 The District's Proposed Project – Hydrologic Data Acquisition and Management in Central and Southern Alameda County

1.2 Consultant Team

Consultant's team consists of

Mike Liquori—Project Manager Sound Watershed

Jessica Albietz – Lead Hydrologist Sound Watershed

Bill Chamberlain –Staff Sound Watershed

Kevin Ryan - Staff Sound Watershed

Cheryl Liquori – Admin Support Sound Watershed

James Liquori – Field Support Staff, Sound Watershed

Kevin McMillian – Principal, SFE Global

Paul Loving, Operations Manager, SFE Global

Jason Scott, Project Manager, SFE Global

Sam Buckles, Field Technician, SFE Global

Kelly Corriea, Data Analyst, SFE Global

David Curtis, Vice President, WEST

Steve Gustafson, Senior Hydrologist, WEST

Jeffery Budnick, Hydrologist, WEST

Ilse Gayle – Prinicpal, OneRain

James Logan – Senior Engineer, OneRain

Glenn Hetchler, Systems Engineer, OneRain

James Moffitt, Director of Software, OneRain

Richard Jensen, Director IT, OneRain

Mike Zucosky, Director IT, OneRain

Consultant shall provide rain and flow gauge maintenance, flow measurements during storms, website to display real time and historical data, and data management services, and is the prime consultant, with the other consultants serving as subconsultants.

1.3 Scope of Project

Refer to Appendix A-Exhibit 1 attached hereto.

1.4 Consultant's Milestone Schedule and Deliverables

The Milestone Schedule shall be in accordance with Appendix A-Exhibit 1 attached hereto. The deliverables shall be as specified in Appendix A-Exhibit 1 attached hereto.

1.5 Personnel and Subconsultants

Consultant shall use only the personnel and subconsultants identified herein.

2. General Requirements

2.1 General Criteria Governing Consultant's Service

2.1.1 The Project shall be developed and designed to meet all applicable and the most current codes, laws, regulations, and professional standards. Certain exceptions are possible, but only when the District grants a written exemption to a specific standard or regulation.

2.1.2 Consultant shall review existing District data, reports, plans, and other information regarding the site, and perform field investigations as necessary to become familiar with the site. Consultant shall make an independent assessment of the accuracy of the information provided by the District concerning existing conditions (including, but not limited to, existing utilities and structures) and conduct such further investigations of existing conditions as are necessary for Consultant to perform the Services. Consultant shall rely on the results of its own independent investigations and not on information provided by District. Consultant shall review supplied design information and advise District of its adequacy for Consultant's work and advise District of any further design or other services necessary to complete the Project.

2.1.3 Unless otherwise permitted in writing by District, Consultant shall not specify or recommend unique, innovative, proprietary or sole source equipment, systems or materials. In the event Consultant requests to specify or recommend a proprietary or sole source design or equipment, Consultant shall provide District with a written evaluation of whether all periodic maintenance and replacement of parts, equipment or systems, can be performed normally and without excessive cost or time. District will consider such evaluation in making its decision.

2.2 General Scope of Consultant's Services

2.2.1 Consultant's services shall include all professional services within the scope of Consultant's professional discipline (including Consultant's team's professional disciplines) necessary to accomplish the tasks defined throughout this Appendix. These services will include, but are not limited to, the services outlined in Consultant's proposed scope of services annexed to this Appendix as its Exhibit 1. Consultant shall have adequate personnel, facilities, equipment and supplies to complete Consultant's Services.

- 2.2.2 Performance of Services will require Consultant to work with, meet with, and attend meetings with District staff, with other governmental agencies, and with such other consultants as Consultant determines necessary, to the extent necessary for performance of Consultant's duties under this Agreement (including, but not limited to, Consultant's express duties of coordination with other consultants).
- 2.2.3 Consultant shall engage all appropriate specialty subconsultants as are necessary for proper completion of Consultant's Services in accordance with the scope of work specified herein and utilizing the consultants as specified in Exhibit 1, at the sole expense of Consultant. Consultant's contracts with its subconsultants (and their contracts with their subconsultants) shall incorporate this Agreement by reference to the extent not inconsistent with the subconsultant's scope of work. Consultant shall secure District's approval for any subconsultants not listed in Exhibits 1 and this Appendix. Consultant shall require each of its subconsultants to execute agreements containing standard of care and indemnity provisions coextensive with those in this Agreement and which will indemnify and hold District harmless from any negligent errors or omissions of the Subconsultants.
- 2.2.4 Consultant shall provide District with written evaluations, when applicable, of the effect of any and all governmental and private regulations, licenses, patents, permits, and any other type of applicable restriction and associated requirements on the Services and its incorporation and its incorporation into the Project, including but not limited to, all requirements imposed by the Regional Water Quality Control Board, California Uniform Building Code and California Regulations (including, but not limited to, Title 24). Consultant may incorporate these written evaluations into its deliverables as expository of the report and design solutions provided.
- 2.3 Coordination of Services with the Project, District's Consultant Team, and District Staff
- 2.3.1 Consultant shall fully coordinate its Services with the services of all engineering disciplines and subconsultants involved in completing the Project. For projects requiring the development of construction designs, the objective of this coordination shall be the development of a comprehensive and workable design for the site work portion of the Project and preliminary design for balance of the Project, with consistency in engineering standards, any construction methods anticipated, construction details, materials specifications and approaches, to secure practical, consistent and economic design solutions. Consultant shall immediately advise District in writing if any District staff or consultant fails in any manner to coordinate its work with Consultant, and the nature of the non-compliance. District will have responsibility to then enforce compliance.
- 2.3.2 Consultant shall provide appropriate safety training for Consultant's personnel. Consultant shall review and train Consultant's personnel in appropriate safety procedures for work in the Project area. Consultant shall



require all personnel under Consultant's direction to wear safety equipment such as orange vests and appropriate shoes, ear, and eye protection whenever these precautions are required by OSHA safety standards. Consultant shall provide all safety equipment for Consultant's personnel.

#### 2.4 Deliverables and Completion Dates Required Under this Agreement

Required deliverables are discussed in Section 4 below, and in Consultant's proposed scope of work annexed as Exhibit 1. Each deliverable shall be reviewed with representatives of the District. The District shall make a reasonable determination of the acceptability of the deliverables. Consultant shall promptly correct deficiencies that District reasonably identifies in the deliverables and shall promptly make modifications to conform with Project requirements and modifications to achieve acceptability of deliverables to District, and the cost thereof is included in the fee for Basic Services. (If Consultant should disagree with District's determination, Consultant shall make the changes requested by District under a reservation of rights to request additional compensation and shall submit separate supporting documentation for the additional charge.)

#### 2.5 Monthly Progress Update

With each request for payment, Consultant shall provide District with a written Monthly Progress Update. The Monthly Progress Update shall cover the Consultant's percent complete for each phase of the work as outlined in the "Monthly Billing Breakdown" in accordance with Appendix B, Item 2. If applicable, the Monthly Progress Update shall identify any actions and approvals needed, and any problems in performing the Services (whether by Consultant, District, or any third party) of which Consultant becomes aware.

### 3. Additional Services

All Services identified in the Agreement, including, but not limited to, the Agreement form, the other appendices, and in the foregoing sections of this Appendix A are "Basic Services". The District may request Consultant to provide services in addition to Basic Services, referred to hereafter as "Additional Services". Additional Services must be authorized by District in writing prior to performance. Consultant shall be compensated for Additional Services as provided herein, unless the parties agree on lump sum compensation for particular work activities. (Under no circumstances shall Additional Services be deemed to include work or services necessary because of Consultant's errors, omissions, or conflicts of any type in Consultant's work product. All such services shall be performed at no cost to District, including, but not limited to, any required corrections or revisions to reports, drawings, or specifications that are a result of any errors or omissions by Consultant. Nor shall Additional Services include work performed prior to written notice and written agreement upon the Additional Services).

END OF APPENDIX A

**REVISED PROPOSAL SCOPE FOR  
HYDROLOGIC DATA ACQUISITION AND  
MANAGEMENT IN ALAMEDA COUNTY**

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July 11, 2011

**Submitted by:  
Sound Watershed Consulting  
2201 Melvin Road  
Oakland, CA 94602  
(510) 927-2099**



## INTRODUCTION

This revised scope represents clarifications on the scope of work associated with this project based on the negotiated resolution of the project budget and scope as of the July 11, 2011. We understand that additional minor revisions to the budget may be requested by the District, and we reserve the right to review and revise the associated scope elements in response to the District's request.

We understand that Sound Watershed will be responsible for District instruments exclusive of Zone 12. The scope associated with Geotivity Flow and Rain instruments for Tasks 1, 2 and 4 in Zone 12 will be assigned to another contractor. Sound Watershed will retain responsibility for all assigned ALERT instruments (regardless of location) as well as the scope described in Task 5 for all assigned instruments covered by this agreement. The scope for Task 3 in Zone 12 will be assigned by mutual agreement with the District and Sound Watershed following completion of Task 1.

## REVISED SCOPE OF WORK

### TASK 1) RECONNAISSANCE, INVENTORY & PLANNING

This task will occur within the first 3 months of the contract, and will support our ability to develop priorities and estimate the level of effort necessary to repair and upgrade sites prior to the 2011/12 winter.

#### Task 1.1) Project Kick-Off Meeting(s) & Existing Data Review

This task will involve a brief initial team meeting between Sound Watershed and District staff to discuss goals, objectives, concerns, constraints, team assignments, timeline, coordination, and other associated issues. Other team members may participate by conference call or physical attendance (as needed).

Sound Watershed will coordinate with District staff to gather any existing data that is relevant to the scope of work, including (but not necessarily limited to):

- Station numbering
- Location coordinates
- Maps and map data (GIS and/or Autocad files)
- Equipment distribution
- Operating manuals
- Connectivity information



- Existing site photos
- Known hydraulic slope values
- Known historical data ranges
- Channel dimensions
- etc.

Sound Watershed will compile these data and information onto the Project Website in a concise set of resources so as to be available to the project team and District throughout the term of the project. We anticipate that the District will deliver the available data and information needed for Sound Watershed to complete the Reconnaissance, Inventory & Planning tasks at this initial meeting.

### **Task 1.2) Initial Site Visits (Flow, Geotivity & ALERT)**

The Sound Watershed Team will perform detailed initial site investigations/assessments at each monitoring site. The team members will vary on the scope and resources at each site. In its role as project lead, Sound Watershed staff will visit each site, and will identify other team members as resources and site conditions warrant. Generally, instruments requiring repair will be pulled from the site and delivered to the appropriate repairs supplier (e.g. SFE Global and/or West Consultants) if repairs cannot be made onsite. The site assessment will evaluate and document the following:

#### **All Raingage & Flow Stations**

- A location map with address
- Digital photographs of the site
- Aerial photo and map graphics
- General Site Description
- Critical site dimensions
- Access considerations
- Instrument Condition
- Safe sampling guidance (in part based on Task 4.1)
- Security And Hazard Assessment
- Sensor and housing assessment & recommendations
- Communications Signal Strength (Cellular And/Or Radio)
- Instrument Serial Numbers
- Additional sensor descriptions
- Locations of staff plates and/or other references
- Discharge measurement locations
- Rainfall and wind considerations
- Frequency of maintenance recommendations
- Power Supply Sources
- Traffic control and other safety issues





- Any upgrade opportunities and priorities

#### Additional Flow Station Data Information

At Flow sites, the focus will be assessing the existing sensors and loggers, and assuring they are hydraulically suitable for accurate flow monitoring measurements. Equipment will only be installed in accordance with the adopted Installation Plan and the approved site assessment documents ensuring the project schedule and project guarantees are met. Factors considered in the assessment will include:

- The existing site configuration (sensor & cabling schematic)
- Site access and sampling factors (e.g. is the stream wadable during high flows, or is there safe access from the culvert inlet or outlet)
- Bed slope and channel dimensions (to estimate likely stormflow velocity ranges for safe sampling)
- Sensor location and cabling exposure (to determine the need for additional protective features or sensor relocation to reduce risk of debris accumulation, inaccurate measures, or damage during flows)
- Box condition, location, and likely interference with flows
- Location of staff plates or standard depth measuring locations (we recommend staff plates or other field markings to ensure a standard stage measure to reduce errors in both the rating curves and field sensor calibration)

The initial site visits for the flow meters will also involve an initial instrument "bucket test". This test will install a temporary battery and check pressure transducer sensors in a bucket to determine if the sensors are even remotely functional. This initial test will also verify if the instrument is responding to communication protocols. These initial tests will reduce the need to remove each instrument for 'bench testing' in a lab setting by providing initial indications of any instruments that may require significant additional testing or calibration.

We understand that the existing site configuration is highly inefficient with regard to instrument and/or sensor removal. We also note that many of the existing installations unnecessarily increases the risk of damage and/or poor data due to hydraulic response to the sensor arrays and/or cabling. To mitigate for this impacts, Sound Watershed will develop preliminary site improvement designs that will be prioritized following the Site Recommendations Report. The site design will identify the necessary materials and configurations for:

- Revising deckplates and wire conduits
- Relocating sensor arrays
- Box housing relocation



- Solar power configuration (array location & wiring diagrams)
- Staff plate locations
- Simplifying and speeding sensor or instrument removal
- Power Supply Options (Solar or Deep Cycle Battery)
- Improvements for Discharge Measurements (e.g. quick-release fencing, guides, rails, rigging, etc)
- Other recommended improvements

Electronic field form templates will be developed and housed on the project website. Hard-copy forms will be available as a backup. All documented findings will be provided to the Project Manager for review before upload to the Project Website.

In the spirit of efficiency, minor on-site repairs will be made during this initial visit. Any additional decisions regarding major upgrades or repairs to the rain gages will be included in the Site Recommendations Report. If a location is deemed unsuitable for monitoring, or requires upgrades for improved data quality, safety or other factors, Sound Watershed will coordinate with the District staff and will make recommendations accordingly.

Information compiled during this task will be either be entered into the OneRain inventory tool OR be provided to the District for manual data entry into that tool. Sound Watershed assumes a minimal budget for the Hydrologic Monitoring System Inventory Report task (1.5). This information will be used primarily by the Sound Watershed Team to ensure that data is collected uniformly and consistently, and that essential information for each station is compiled in a single location. We will post completed forms for each station into the database and will compile a set of field notebooks for use during sampling and/or maintenance activities.

#### NOTES & EXCLUSIONS:

- Assumes that Sound Watershed will perform a full initial site investigations for 17 existing flows gages outside Zones 6 and 12, 19 Geotivity Rain gauges and all 20 ALERT rain gauges for a total of 56 sites.
- An abbreviated site inventory will be performed for the 7 flow gauges in Zone 6 to ensure that the inventory report information is consistent throughout the District
- The initial site visits for ALERT rain gages does not include FCC licensing, which can be performed by the Sound Watershed team for an additional fee.
- We understand that some stations may require removal of fencing or installation of gates in order to appropriately access the instruments and/or measure high flows. In such cases, we will work with the District to identify the best way to access and measure the site(s), and such recommendations will be included in our deliverable for Task 1.3 (Site Recommendations



Report). Our budget assumes that any fencing or gating activities will be provided by District.

### **Task 1.3) Site Recommendations Report**

This task will develop a brief report describing the condition of each of the 67 sites visited in Task 1.2, with recommendations for upgrades, repair actions, sampling improvements and/or constraints, or other considerations. The report will include summary information for the entire monitoring system. Sound Watershed will rely on the District to identify priorities and direct actions in response to this report (which will be accomplished in Task 3).

The Site Recommendations report will also document considerations for the safe and effective stormflow sampling that will be conducted in Task 4. For example, our experience is that some stations may require removal of fencing or installation of gates in order to appropriately access the instruments and/or measure high flows. In such cases, we will work with the District to identify the best way to access and measure the site(s).

Following submission of this report, Sound Watershed will coordinate with the District Staff to consider these recommendations and systematically develop a scope for maintenance activities, upgrades, and repairs that will be conducted in Task 3.

#### **NOTES & EXCLUSIONS:**

- The raingages will only be visited once, and thus on-site decisions regarding repairs will be made at that time. Any additional decisions regarding major upgrades or repairs to the ALERT gages will be included in the Site Recommendations Report only if such recommendations are available at the time of the report.

### **Task 1.4) General Procedures Manual**

This task will compile a summary set of documents that will be a reference guide for the Sound Watershed team, District staff, and related contractors. The manual will include the following elements:

- Field Forms & Templates
  - Discharge Measurement Template
  - Rating Curve Template
  - Culvert Chalking Measurement Form
  - Field Calibration Checklist
  - Field Inspection Checklist



- Validation Observation Form
- General Field Maintenance Procedures
- Key Contact Information
- Maintenance & Calibration Schedules

All documents described above will be archived within the Project Website as described in Task 5.1) . A draft document will be provided to the District and all sub-consultants, and all comment and/or revisions will be incorporated into a "Final" working version.

For an additional fee, more detailed procedure documents can be compiled that can include one or more of the following:

- Sensor Calibration Procedures
- Instrument Repair
- Instrument Software Configuration Settings
- Remote Station Testing Procedures
- Data QA/QC Protocols
- Data Uploading & Downloading Procedures
- Emergency Maintenance Procedures
- Discharge Measurement Procedures
- Culvert Marking Procedures
- Sensor Installation Procedures
- Instrument Documentation

Alternatively, Sound Watershed can compile documents related to these additional items over the course of normal operations over the first year or two of the contract, and can add elements as funding allows.

### Task 1.6) Hydrologic Monitoring System Inventory Report

This task will provide limited support to the District in compiling the information into the OneRain Inventory tool. Data will be directly entered in the field (if possible) and/or provided to the District for direct manual data entry (as necessary).

## **TASK 2) MAINTENANCE & OPERATION**

The Sound Watershed Team will perform maintenance operations in accordance with this scope and the General Procedures Manual, including all appropriate logs, documentation, and





associated information. Documentation will be available on a secure password-protected and continuously archived Project Website (see Task 5.1).

Data for the Geotivity instruments will be maintained such that at least 95% of data is captured (and 90% transmitted) during storm periods between October 15 and April 15 each year. Equipment will be routinely monitored, including annual calibration. All urgent responses to alarm triggers will occur within 24 hours, with a target repair time of 3 calendar days (subject to the availability of parts), or an alternative interim sensor will be installed.

Data for the ALERT system will be captured by the existing District DataWise system and will be directed to OneRain's contrail system using a Data Agent provided by OneRain. The District will retain responsibility for maintaining the data link between DataWise and OneRain and receiving data to the DataWise system. Sound Watershed will assume responsibility for ensuring that data transmission from the ALERT instruments.

### **Task 2.1) Annual Calibration & Pre-Season Maintenance**

This task includes annual pre-season maintenance activities for all system instruments, including any appropriate diagnostic tests, minor repairs, and calibration. The outcome of this task is that each gage shall be functioning accurately at the beginning of the rain season (prior to October 10) each year.

Installation procedures will require field calibration of flow depth sensors as well as other instruments that may be installed at select stations (e.g. flow sensors, velocity arrays, etc). Sound Watershed will evaluate and communicate opportunities to improve site installations such that such procedures can be done efficiently.

This task will also ensure that communication systems are functioning, including cellular service between the instrument and GoData Management system and radio links from the ALERT raingauges. This task will ensure the proper function of existing cellular wireless cards for up to 33 Geotivity raingages and 33 Geotivity flow gages, replace cards as needed, and will establish and maintain contracts with a 3<sup>rd</sup>-party cellular service provider to provide service. Cards and instruments will be programmed to interface with the GoData and/or Contrail data management system.

In Year 1, this task will implement station improvements as agreed to between Sound Watershed and the District. We anticipate that these improvements will reduce the cost of site maintenance over the long-term, improve the overall quality of data, and widen the range of discharges that can be safely measured.

Likely improvements may include:

- Revising deckplates and wire conduits
- Relocating sensor arrays



- Box housing relocation
- Solar power configuration (array location & wiring diagrams)
- Staff plate locations
- Simplifying and speeding sensor or instrument removal (e.g. box alterations)
- Power Supply Options (Solar or Deep Cycle Battery)
- Improvements for Discharge Measurements (e.g. quick-release fencing, guides, rails, rigging, etc)
- Other recommended improvements

In Year 2, these tasks will be more focused on sensor calibration, desiccant replacement, addressing power supply issues (e.g. recharging or replacing batteries), etc. Some station adjustments (e.g. sensor relocation, box improvements, sensor array changes, etc) may be appropriate based on information gathered during the prior field season.

This task will comply with FCC Licensing requirements for all ALERT radios, which are regulated and licensed by the Federal Communications Commission. As a long-time professional services provider for multiple agencies that transmit data via RF, both WEST and OneRain have completed the application process on behalf of agency clients for registering gauges and repeaters with the FCC many times. In addition, we have worked directly with the FCC in interference analysis and reduction when unknown transmitters interrupted the reliability of ALERT transmissions.

#### NOTES & EXCLUSIONS:

- Expense estimates include the cost of new SIMM cards, minor installation supplies (e.g. hardware, cables, rails, bolts, cement, etc), and travel. Cost for new sensors or other major items are included in the budget for Task 3
- Assumes that Sound Watershed will perform a more complete upgrade for the 10 existing flows gages outside Zones 6 and 12, and the 19 Geotivity Rain gauges and 20 ALERT rain gauges for a total of 49 sites
- An abbreviated treatment will be performed for the 7 flow gauges in Zone 6
- Narrowbanding is not included.

#### Task 2.2) In-Season Maintenance

This tasks provides resources for the coordination and management of site maintenance, calibration, field validation, battery recharging/replacement and other scheduled maintenance based on the information provided by District and initial site visits conducted by the Sound Watershed Team. In-Season activities will occur in response to annual maintenance schedules, QA/QC feedback, data validation issues, alarms, large storm events or other factors identified by either Sound Watershed or the District.



During site visits, Sound Watershed team crews follow strict protocols that include standard maintenance procedures, field verifications, cleaning of sensors, diagnostics, power supply recharging or battery replacements and field documentation. All maintenance records are generated in a digital format and can be added to our Data Management Platform, where the Project Team and Alameda District staff can review work completed.

Graphs can be submitted in Summary and/or Final Report. Any anomalies found in the data will have a corrective action plan put in place and reported to the Project Team. Any corrective plans will have the highest priority.

Physical attendance at each site during maintenance is by far the most appropriate and reliable method of reducing data loss or inaccuracy and often decreases the need to “scrub” or reconstitute data.

In-season maintenance will occur up to once per year for all raingauges and up to twice per year for flow gauges.

Typical site maintenance consists of the following:

***Rain Gauges (both Geotivity & ALERT)***

Typical field procedures for the routine maintenance of raingages are as follows:

- Visually inspect the instrument and surrounding area
- Remove any obstructions that may obstruct the accurate collection of rainfall
- Test and calibrate the water collection mechanism
- Clean any debris from the bucket and funnel
- Inspect and check wiring
- Verify functional communication systems
- Check power supplies

***Flow Sites***

Typical field procedures for the routine maintenance of flow meters installed at open channel sites are as follows:

- Measure and record actual flow depth and time
- Inspect and clean probe and connecting cable/conduit
- Log observations of site and flow area noting any changes or obstructions
- Remove manageable debris from recording cross section
- Examine desiccant and replace if necessary
- Inspect gauge housing
- Lubricate gauge housing and fencing locks if needed
- Document in electronic log



- Upload site report to website & project manager
- Note any significant problems, and report to project manager.

Additional tasks for **Closed Conduit Sites**, include

- Assume that 2 Personnel per site are required
- Set up traffic safety measures
- Remove manhole cover, test manhole air and verify that entry appears safe
- Cover the manhole and remove traffic safety measures

The maintenance schedule may be adjusted as needed based on observed data issues and site conditions. Some stations may experience more maintenance and others may be maintained at a lower frequency.

NOTES & EXCLUSIONS:

- Expense estimates assume configuration of deep-cycle battery systems for the majority of the flow gauges. Specific specifications will be established in collaboration with the District following Task 1.3.
- Assumes that all raingauges have existing solar power supplies.
- Assumes that deep-cycle battery recharging will occur up to twice per year for remaining systems, and that up to 7 spare deep-cycle batteries will be applied to the project
- If solar upgrades are implemented, the budget for these items can be reduced or applied to additional system upgrades.
- Expense estimates assume monthly wireless fees for 6 months at 56 stations at \$35/month. Sound Watershed will negotiate the best deal for the District from available providers.
- Expense estimates assume 26 dessicant packs/year (50% replacement estimate) at \$40/tube
- Expense estimates assume \$750/year in misc. hardware and supplies

Task 2.3) Emergency Inspection & Repairs

Sound Watershed will coordinate and (as appropriate) implement rapid response (Emergency) activities each year to provide timely station repairs, calibration, replacement and/or other activities as identified by the station alerts or other QA/QC observations. We understand that District requires same-day (within 24 hours) service for the rapid response, unless otherwise coordinated with District. An emergency maintenance visit will be prompted by monitoring the telemetry data or by a system alarm that warns of possible failure prior to the next routine maintenance visit. For major repairs, instruments will be shipped to the appropriate repair center if such repairs cannot be accomplished accurately in the field. Prior to shipping, Sound





Watershed will obtain approval from District if projected repairs (excluding shipping) might exceed \$1,000.

NOTES & EXCLUSIONS:

- We recommend retaining or identifying 1-2 low-cost recording pressure transducers (e.g. Telog or similar) to use as replacements for the Geotivity instrument sites if emergency repairs cannot be completed within 24-hours. The cost for such spare instruments are not included in the budget.

### **TASK 3) REPAIRS & UPGRADES**

In this phase, the Sound Watershed Team will implement the selected priorities identified in Task 1.5, prior to the 2010/11 Winter season. Tasks include:

#### Task 3.1) New Equipment Purchase & Installation

After notice to proceed, each meter installation will be conducted in a manner that recognizes the unique circumstances of each site. Sound Watershed will ensure that each meter is assessed, calibrated, and any required parts will be upgraded or replaced as approved by the project team to ensure quality data. In addition to recording data immediately, the wireless communications for each site will be pre-tested to ensure that the system is running at "full speed".

During installation, particular attention will be made with regard to the sensor location and data accuracy, recognizing that conditions during installation are often very different from conditions during storm events, when debris, wind, and hydraulic forces may distort ideal data collection conditions.

During installation, a field calibration and verification will be completed on each meter to ensure data integrity. In addition, our staff will meticulously complete all field documentation in accordance with our QA/QC policy. Our staff will coordinate with appropriate personnel prior to performing fieldwork within the collection system, including confined space entry, traffic control, and other requirements.

Sound Watershed will be part of the operations team to complete a number of field verifications on each site for the first few weeks after installation to ensure the accuracy and functionality of each meter. In addition, Sound Watershed will verify and profile sites during storm events. This important review of initial data sets will give the Project Team and District staff a level of confidence that the stations are installed in accordance with standard practices and that recorded data meets all uptime and accuracy goals.



Our team will be responsible for taking all necessary safety precautions in the performance of its services. As well, we will follow all applicable Federal, State, local and OSHA Regulations.

NOTES & EXCLUSIONS:

- The budget estimate for this task includes both labor and materials, as well as scoping with the District to identify repairs, improvements and upgrades within the available budget allocation.

**Task 3.2) Repair Priorities & System Improvements**

In this task, the Sound Watershed Team will coordinate with the District to implement system improvements identified and agreed to by both Sound Watershed and the District. The scope and scale of the system improvements will depend on the extent of repairs needed, the likely range of field sampling constraints, the site conditions (e.g. flow velocity and depth conditions), desired use of the data, etc.

Given our experience with the various systems and tools available, some of the factors that may need to be considered by the District will include:

- Maximizing the use of existing instruments by combining sensors, cables, boards, etc in a way that produces the highest number of functional instruments with the existing parts and materials.
- Retain spare parts from existing instruments as back-up for emergency repairs
- Gradually replace instruments with high-quality, telemetry-capable, redundant depth sensors (e.g. SFE Global's GoData Base Station or similar)
- Using a statistical sampling strategy for the distribution of validating instruments (e.g. Telog WLS-31 logging pressure transducers or similar)
- Focus on using depth sensors with rating curves at stations where rating curves can be established reliably
- Consider the integration of Doppler radar and other rainfall data to optimize the number and distribution of rainfall gauges
- Use indirect flow sensors (e.g. sonar, radar, ACDP or similar) for sites with difficult or unsafe sampling situations in lieu of direct velocity measurements (ideally, using multiple lines of evidence).
- Develop portable field sensor capabilities to validate hand-measured discharge values (e.g. ACDP arrays or similar)



- Solar system upgrades to increase power supply conditions at select stations (likely using a phased implementation)

NOTES & EXCLUSIONS:

- Sound Watershed will provide a separate fee and cost estimate for this funding during Task 1.3 (Site Recommendations Report). The balance of fee and equipment costs in the attached budget is preliminary.

Task 3.3) Enclosure & Solar Upgrades

This task includes the design, acquisition, and installation of station upgrades as described in the recommendations described in Tasks 1.3 (Site Recommendations Report). The upgrades will include solar power supplies and improved enclosures. Upgrades may also involve installation of conduit, re-wiring (or re-routing) wires and cables, relocating sensors or instrument housings, improving site access, or other elements identified in Task 1.5. Sound Watershed will work collaboratively with the District to identify the best use of resources when considering system upgrades. Key factors for consideration include:

- Installation costs include acquisition of supplies, site configuration design, transport of materials to each site, minor on-site construction (e.g. cement footings, guy-wires, etc)
- Enclosures and conduits may require customization to support Geotivity's hardwired nature (i.e. the inability to de-couple the sensors from the instrument during conduit installation). Sound Watershed will seek the most cost-effective solutions which may include modification of off-the-shelf systems as needed.
- Given the size of enclosures required, mileage estimates assume a limited number of new enclosures per vehicle trip.
- Solar upgrades will be conducted using only a general configuration design for solar power, including module programming, power supply circuit boards, wiring diagrams, comparison of manufacturer specs to gages, and test installation. Site-specific design drawings or schematics will likely require an additional fee.

NOTES & EXCLUSIONS:

- Sound Watershed will provide a separate scope and cost estimate for Task 3 following the completion of Task 1.3 (Site Recommendations Report). The scope and task will be developed by mutual consent of both the District and Sound Watershed.



## **TASK 4) FLOW MEASUREMENTS & RATING CURVES**

### Task 4.1) Develop Preliminary Rating Curve Equations

Sound Watershed will develop preliminary rating curves for up to 18 stream gauging stations outside Zones 6 and 12. We intend to use HEC-RAS modeling (or other calculation methods as suited to available input data) to facilitate these calculations. Sound Watershed will assign roughness values based on field evidence and similar sites with known rating curves. Hydraulic slope and channel dimension values will be derived from existing cross-section survey data, 'as-built' drawings or other information as provided by District staff. Our modeling approach will be simplified for these preliminary calculations, and thus we will assume open channel conditions without compensation for wing-walls, hydraulic structures or other similar factors unless such data is easily available.

The results from these preliminary rating curve estimates will be used to predict field velocities and depths, and will inform our stormchasing opportunities and safety considerations.

The results from our model efforts will be compiled into a brief technical memo outlining our methods and results. Preliminary rating curve data will be incorporated into the project document archive, and will be used by field staff during stormchasing activities. Data may also be used to identify staff plate installation locations, sensor array relocation, or other station design factors.

#### NOTES & EXCLUSIONS:

- We assume that the District will provide cross-section survey detail in a manner that is easily extracted for import into HEC-RAS.
- For an additional fee, Sound Watershed can develop survey detail to measure cross-sections or bed slopes.
- We anticipate that review of these preliminary rating curves will be provided by District staff. No internal team review will be provided.

### Task 4.2) Stormtracking

**Storm-Tracking** – Sound Watershed staff will track significant storms on a daily basis throughout the rainy season (and up to an hourly basis in the runup to significant storms). This tracking activities will help our team determine the need to sample during any period and anticipate the staffing resources needed. Large precipitation events typically happen during late night hours (typically between 10pm and 5am) and for some reason often on weekends and holidays. Storm tracking will alert field staff as to the times in which they need to be "on-call" and prepared for deployment. The resources used to track storms will include several tools available to the team via the project website.





**Staff & Equipment Staging** – including the installation of staff plates (or other depth references), clearly identified cross-section locations, installation of safety equipment (e.g. rails, safety cables, riggings, etc), cable fulcrums, sounding reels, weights, equipment rigging, fence removal, and/or other pre-storm activities that ensure the quality of data and safety of personnel. Sound Watershed staff will establish standard references for each field sampling site. These may include (but are not limited to) installed staff plates, field markings, and defined depth measurement points.

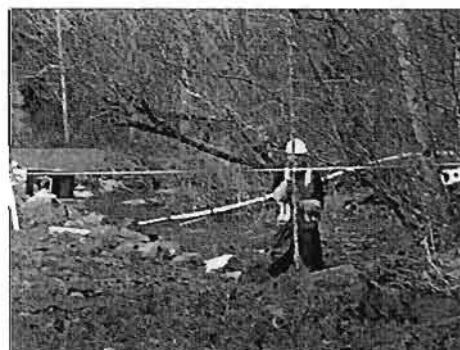
#### NOTES & EXCLUSIONS:

- We assume that storm-tracking will be required for up to 24 weeks each year
- We assume that staging will require an average of 2.5 hours per storm for up to 8 storms/year (recognizing that some storms will not materialize as predicted)
- Sound Watershed will take responsibility for sampling a range of storm conditions with a goal of collecting up to 4 discharge measurements per site over the term of the agreement.
- The budget for this task assumes that Sound Watershed will be responsible for the 18 flow gauges exclusive of Zones 6 and 12.
- We strongly recommend that standardized reference conditions (e.g. staff plates or similar) are identified for each station to provide continuity in sensor calibration, site validation, and discharge stage relationships. Sound Watershed will install standard references as budgets allow. Where appropriate, we may request that District resources be utilized to install these references.

### Task 4.3) Stormchasing Field Data Collection

Stormchasing activities will be conducted in a manner that will capture as much high-quality field measurements (flow, depth, velocity) as possible within the range of flow depths necessary for a quality rating curve for each site. Activities will include:

**Discharge Measures & Other Field Data** – using a variety of techniques, the Sound Watershed stormchasing crews will measure discharge, flow depths and velocities at sensors and staff plates, draw correlations between thalweg depths at discharge stations v. sensor locations v. staff plate (or other references), etc. Staff will track in real-time (via the web-portal described in Task 5.1) the data for each flow monitoring station to ensure as broad a range of flow depths/velocities as possible for that site. Decisions about field sampling will be made real-time in response to Doppler radar, flow monitoring data, experience with site response to storm events (e.g. peak duration and timing), site access, traffic conditions, and safety factors.



**Manual Depth & Velocity Verifications** - Hydraulic profiling is used to verify or calibrate each site to within 5% accuracy. Even though equipment is calibrated in a controlled environment in a lab, hydraulic conditions are never perfect, and therefore, depth and velocity profiling should be completed in order to provide the most accurate data. Field data will be compared to the data obtained from installed sensors to validate the quality of the field sensor data. These will be tracked in field validation logs, and investigations into significant variations between field measured and sensor reporting will occur.

Validation procedures will incorporate a wide array of statistical tools and various plotting tools to support professional hydrologist review and analysis. Upon review, validated data will be incorporated in the Project website as well as the GoData and/or Conrail databases. These will be described in more detail within the General Procedures Manual.

**Site Modifications** – in our experience, the need to modify site configurations may become apparent after attempts at sampling have occurred, usually in response to poor validation with sensed data or other unforeseen circumstances (e.g. large upstream sources of debris, unusual flow hydraulics, site access issues, visibility issues, etc). Such adjustments may require investigation, re-calibration, sensor re-location, or other adjustments. Such site modifications will be included during Task 2.1.

NOTES & EXCLUSIONS:

- Sound Watershed will take responsibility for sampling a range of storm conditions with a goal of collecting up to 4 discharge measurements for up to 18 sites over the term of the agreement
- Sampling decisions for any given storm will be made by Sound Watershed after consideration of the anticipated precipitation depth, rainfall intensity, antecedent conditions, staff availability, and safety considerations
- We intend to bias our sampling periods to those events where significant runoff is occurring
- Field validation data will occur as opportunities occur, and will generally be secondary to discharge measures.
- The in-storm timing of events will depend on a number of factors, including the size of watershed, time of concentration, peak duration, distance between stations, time of day, traffic conditions, instream debris loading conditions, seasonal variation. Sound Watershed offers no warranty as to the ability to sample any given storm event.



## **TASK 5) DATA MANAGEMENT**

Sound Watershed's approach to this task will be to provide a full array of options for the District's consideration. We are integrating three online database tools and numerous other web resources and project tools into a single, seamless, web-based user interface.

### **Task 5.1) Data Integration**

Several of the data streams that will be used in this project use different communication protocols and database structures. This task will develop the programming necessary to integrate data streams from various sources (SFE GoData, OneRain Contrail and/or other 3<sup>rd</sup>-party data sources).

#### **SFE Global's GoData**

SFE Global's GoData system is pre-configured to accommodate incoming Geotivity data streams, and will thus be used as the primary database for these sensors. The GoData system offers numerous hydrologic data, data management, and various analysis tools available on a password-protected website. GoData provides instantaneous graphing and downloading capabilities by unlimited, simultaneous users. The Data Management Platform is uniquely set-up to be hardware neutral meaning that it will work with all industry standard flow meters: Telog; Teledyne ISCO, Hach Sigma, ADS, Geotivity, Campbell Scientific, etc. ***Currently, seven (7) Alameda District Gauges are communicating and posted near-real time data.***

Data is hosted utilizing a secure server location with quad redundant database backup, load balancing, redundant firewalls and DMZ zones. Servers have the storage capacity to archive years of information. Sound Watershed can provide multiple solutions to Alameda District that ensure data is secure and installed at duplicate facilities.

GoData is used to manage a number of functions: GoMaps, GoReports, Go Status, and GoAdmin.

**GoMaps** - GoMaps incorporates both Google Maps and GIS Maps that can be customized to the clients' specific needs. This mapping tab, or project home page, incorporates most all other information for the other tabs onto the map for quick and easy viewing and management of any project. Example of available tools are: On-line Zoom, Pan, Extents, Site Query; Data & GIS Layer Control; Supports Radar Rainfall Integration; Supports GIS view of Real-Time Data; Display real-time HMI data on GIS; Display site Metadata Information on all sites; Alarm notification directly displayed on GIS; Battery & Connectivity Alarms directly on GIS.

All site documentation (MetaData) is incorporated onto GoData. This includes such items as location map with address, digital photographs of the site, pipe size, manhole



number, channel condition, flow characteristics (hydraulics), sensor and flow verifications, site drawings, pictures of surrounding area, meter manufacturer and technology to be used, wireless connectivity, primary device type (as applicable), sensor type, and sensor location within the pipe. Site assessments will also identify traffic control and safety issues.

**GoReports** - The GoReports tab allows the user to create, graph, and manage all data from the project. Such features as: Line and Scatter graphs for any sensor, any duration, daily, weekly, monthly; Raw and Final Data available; Unlimited static data options including Spill level, pipe size etc.; Batch processing, Multiple Site Overlay, Multiple Sensor, and Rainfall Overlay; HTML, Text or CSV data export, any sensor, any duration including equation derived data; 14 day sensor graphs generated nightly using batch process for turbo viewing data; and Ability to import Rainfall IDF curves. Other additional features include custom summary reporting, dry & wet weather flow analysis, IDF Analysis, and Datamatics.

It is important to note that data is stored cataloged through GoData in number of ways to ensure 100% confidence. First, each site has its own site name, serial number, and SIM number. All three names need to match up between meter and server. Second, each meter and GoData node has a series of channels for both analog (depth, velocity, flow) and digital sensors (float switches rain gauges). Sensor technology simply cannot be interchanged! Also, GoData can customize which channels are shown to the end user, but cannot be interchanged. Third, and most importantly, GoData stores data as Raw & Final. Final is a mirror of Raw and is created so that there are always two copies of the meter data. This is also so the Raw Data always remains untouched and unprocessed. Final data allows data analyst to conduct data processing as required.

### EXAMPLE ALARM TYPES

**Early Warning & Critical Alarms:** Any event alarm can be programmed based on user-defined logic. Event alarms, such as Early Warning & Critical Alarms can be established for both dry and wet weather conditions. Early warning alarms will confirm what site or sites are about to move into a critical condition such as an overflow and if the event is due to wet or dry weather. While critical alarms will confirm what site or sites are currently in a in such status as an overflow event.

**Flow Anomaly Alarms:** typically triggered by sudden jumps or gaps in data beyond the range of normal hydrograph rise or fall.

**Sensor Alarms:** These alarms detect shifts between sensors, based on a given variation or set point. This simple, dual point detection system which can be programmed for multiple sensors and used for high level and maintenance alarms. When data meets the programmed alarm logic condition, an alarm is sent.

**Matrix Model Alarms:** The Matrix model uses historical information to establish a repeatable weekly flow pattern. If current information deviates from the historical footprint, alarms are triggered, indicating that the site conditions have changed and the flows are lower than normal for the period. This model is primarily used to detect low flow during dry weather conditions





**GoStatus** - The GoStatus tab allows the user to manage both the entire project and specific sites through wireless connectivity and alarming. Data uploads will be programmed at a user-defined upload rate (typically one hour increments) for all sites. GoStatus has a connectivity report that shows, on a daily basis, how many times a site has connected, how often a site connects, and how many days a site has been without connectivity. All this information ultimately populates a total connectivity percentage for the entire project.

Using wireless communications will allow the Project Team/Client to be alarmed on potential maintenance issues such as partial blockages or meter maintenance issues like low battery. More specifically, we can set multiple alarm conditions at each location to alert for maintenance, trigger field sampling, provide flood warning, anomalies, hydraulic conditions, and overflows. Alarm inputs are based on trigger-activated events and server activated events (Early Warning or Critical). All alarms will be distributed automatically and electronically. A 24-hour electronic alarm feature has been established that will monitor the Client's data through exception alarms. Examples of events include, but are not limited to: Maintenance; Data Anomalies; Flow Depth; Velocity; Water Quality; Sampler triggers; Flow/No Flow Conditions; Overflow Conditions; Rain Intensity.

After the alarm trigger has been sent to the server, logic can also be sent to prioritize the set conditions. Furthermore, we are able to notify other locations (eg. City Dispatcher or pager) if alarm conditions exist or are impending: 24/7. When issuing an alarm warning via the Internet to a pager network, an email message, and/or voicemail will be forwarded, indicating the current site and status. This service would be tailored to meet the policies and procedure set forth in the contract and can be incorporated into a standard operating procedure (SOP).

**GoAdmin** – A series of tools is set up for QA/QC management. Such tools include a Project QAQC report that incorporates a Connectivity Report, Static Data Report, Dynamic Data Report, Battery Report, Data Population Report, and a Turboview Report with Service Tickets allowing a Project Manager to schedule and manage maintenance activities with all the pertinent information.

In addition to this QAQC report, GoData has the ability to create a Data Confidence Model for each site through Datamatics. GoData reviews all incoming data through this model; then rates the data with a data confidence percentage and automatically categorizes the site for a data analyst as green/yellow/red for further review.

### OneRain's Contrail-Web System

Contrail® monitors the timeliness and reliability of data collection on a 24/7 basis, proceeding through verification and validation of data, assuring safety and accessibility of archival data,



providing dissemination and display of information in user-appropriate fashion, and supporting automated feeds and notifications to responders of relevant conditions. OneRain's core purpose in the development of this program is to optimize the successful estimation of rainfall and its consequences, both in real time and from an historical perspective.

OneRain's Contrail® Enterprise is a highly available data system containing data for about 27,000 sensors from across the U.S., of which more than 10,000 are rain gauges. Operating on a 24/7-monitored basis, Contrail® adds about 15,000,000 new data records each month, most of them in real time. Our customers have access to their data any time, from anywhere on the Internet.

For Alameda, OneRain will collect rain gauge data from ALERT sites, GEotivity sites and any other data sources used, into OneRain's 24/7-supported, hosted Contrail® Enterprise data centers. The data enterprise can also host average rainfall sensors, synthetically derived values that enable Alameda staff to write alarms with automated notification based on rainfall rates, accumulations, or other criteria. Other data sources can be added as Alameda's needs evolve or new sources become available.

The site will be set up such that it will exist as a component within the Sound Watershed powered Project Website. It's primary function will be to record and store rainfall data, establish sensor definitions for the Districts ALERT and GEotivity sites, and configuring the data synchronization between the website and the Districts Contrail Base Station installation, all hosted by OneRain servers.

Geotivity Raingage data collection will occur using either the Contrail Base Station server, or on the OneRain servers supporting the districts Contrail Web interface. A software interface will need to be developed to facilitate data communication between these systems. Alarms and notifications to this various user groups can be tailored to support operational needs. For example, users doing modeling projects may have different resources posted and linked in a separate web page (or site) tailored to their activities.

The archived data, historical and real-time, will be available to authorized users using the Contrail® Web interface using a web browser. Authorized Alameda administrative users will have creative and content control over the web sites, as well as control over defined sensors and user accounts. For example, the collected and computed data can be made available via web technology to other automated applications within other Alameda District Departments, as required (i.e. water quality).

Specific Contrail functions include:

- Add new sites and sensors
- Display pictures of sites and sensor locations
- Link important data/files to sites or sensors in notes field



- Establish sensor validation parameters
- Edit data
- Establish thresholds
- Create multiple alarms with messages to different users
- Graphs automatically update as new data is collected on a configurable timed interval from one to five minutes
- Create a configuration option to plot up to five pairs of data on a single multi-graph
- Add hyetograph to multi-graph, allow stage and hyetograph on same graph
- Ability to invert hyetograph
- Ability to turn on and off a group of alarm definitions, through the use of filters (for example, all alarms of a certain type, or with a specific delivery person or group, or on specific gauges, or with a specific message content)
- Ability to choose to display or not display thresholds (bottom of channel, flood stage, etc.) individually on the graphs. Graph configurations can be saved by saving URL entries in web browser favorites
- Establish unique password protected access to users, with varying levels of privileges to allow view only, data editing, alarm creation, and many others

### Configuration Options

Initially, we envision using the Project Website powered by Sound Watershed as the primary tool for storing project-related reports, documents, maps and other information. The GoData tool will be the primary tool for flow monitoring. We envision testing both the Contrail and GoData systems for their utility in collecting and evaluating rainfall data during the first year (or appropriate portion) of the project.

Periodic data archives will also be provided by way of a data feed directly to District servers or other web-based archiving systems. This backup system will operate independent of GoData or Contrail, and thus provides an additional source of redundancy.

This task will also involve the routine maintenance, updates, corrections, notations, and other activities typically involved in managing a complex data network. For example, we anticipate that routine reviews of the website at least monthly during the rainy season (or approximately 6 times per year) will identify questions and issues with the database that will need to be resolved. Over time, these issues will likely decline.

Our proposed solution allows us to establish alerts either a) from the Geotivity instruments directly, b) from GoData, or c) from the Contrail system. Alerts can be set using email, SMS or voice call alarms. Alarms can also be established to identify malfunctioning equipment. In Year 1, we anticipate testing several alarming configurations to identify the most effective approach.



We can also configure the tools in several other ways, subject to review and consideration by the project team and the District, for example:

- Running both systems at full capacity (e.g. for both flow and rainfall) to provide a full test of the abilities and values of each system
- Running only the Contrail system on the web interface, and using the GoData system in the background to communicate with the Geotivity instruments.
- Running only the GoData system, and developing additional tools (e.g. various 3<sup>rd</sup>-party tools, tools developed within the Sound Watershed powered project website, or as macros applied to data exports) to mimic the data analysis and management capabilities provided by Contrail
- Using the Contrail for ALERT raingauges and GoData for Geotivity raingauges.
- Or other configurations developed collaboratively with the District

As the project evolves, and the District (and Sound Watershed's) usage patterns become more apparent, we can modify the configuration to achieve cost-efficiencies.

NOTES & EXCLUSIONS:

- Our current understanding is that the only configuration available that can provide access to both the Geotivity and Alert data is to use both GoData and Contrail Web. Both OneRain and SFE Global have confirmed this assumption.
- In future years, it may be possible that one or both of these data feeds may be available through a single system. At that time, we can re-evaluate the need for both web-based reporting systems.
- Our estimate for providing data backups is preliminary, and subject to review and refinement as the system design unfolds. Unknown constraints associated with the District's existing IT infrastructure, coordination between GoData and OneRain, and potential technical issues associated with the data feed cannot be anticipated at this time. We assume that the total cost of this redundant backup system will be \$10,000 in year 1 and \$5,000 in subsequent years.
- 

Task 5.2) Quality Assurance & Controls (QA/QC)

The QA/QC function for this project will be provided by OneRain's Insight tool, as customized for this project. This tool is intended to identify and flag data anomalies for review by the District. District staff will be responsible for notifying Sound Watershed of any instruments requiring validation, repair or inspection.

To the extent that funding for this task is available, Sound Watershed will review data quality throughout the project by comparing the results from the OneRain Insight tool, validation data collected in the field, and data streams from instrument sensors. Such data will be flagged as





discrepancies arise, and where possible, adjustments to sensors and/or data collection protocols will be made to reduce future discrepancies.

### Task 5.3) Reporting

This task will support various reporting functions within the project. Sound Watershed will provide informal reports to the District in the form of e-mails, phone conversations, and/or links to project data files. No formal reports other than as described in this scope will be required.

#### NOTES & EXCLUSIONS:

- Any desired formal reports or analysis beyond the products described above can be provided for an additional fee.

### Task 5.4) NOAA Doppler Radar Calibration

OneRain will provide up to 3 months of Gauge Adjusted Radar Rainfall (GARR) at a 1km resolution each year. Additional GARR analysis for individual 72-hour periods can be made available for an additional fee.

### Additional Task) Training

OneRain will provide training on the services described in their Table (see Budget section).

### Optional Task) Integration of Additional Instrumentation Sites

Sound Watershed can also integrate flow data from other recording flow meters (e.g. Telog, Sigma, ISCO, Globalwater, and/or others). Data integration can include site maps, data, plots, and various QA/QC protocols. At a minimum, data reports from these stations can be uploaded onto the Document Archive.

## **TASK 6) PROJECT MANAGEMENT**

Sound Watershed will be responsible for coordinating among project team and the County, including various meetings, phone or email communications, or other tasks as needed to ensure the project is managed effectively.



**BUDGET**

Fee & Expense Budget (v.3.4) <i>hourly fee (including Sub Markup)</i>		Total Project Hours	Labor Fee Total			Total Sound Watershed Team Project Labor Fees	Total Sound Watershed Team Expenses	Sound Watershed Team Total Estimate
			Year 1	Year 2	Year 3			
Task #								
1	Recon, Inventory & Planning	514	\$ 50,419	\$ 2,637	\$ 2,637	\$ 55,693	\$ 4,764	\$ 60,456
1.1	Project Kick-Off Meeting & Existing Data Review	33	\$ 3,526	\$ -	\$ -	\$ 3,526	\$ 64	\$ 3,589
1.2a	Initial Site Visits - Flow	96	\$ 8,644	\$ -	\$ -	\$ 8,644	\$ 1,050	\$ 9,694
1.2b	Initial Site Visits - Geotivity Rain	74	\$ 6,571	\$ -	\$ -	\$ 6,571	\$ 935	\$ 7,506
1.2c	Initial Site Visits - ALERT Rain	65	\$ 6,871	\$ -	\$ -	\$ 6,871	\$ 1,103	\$ 7,974
1.3	Site Recommendations Report & Priorities	106	\$ 9,084	\$ 1,318	\$ 1,318	\$ 11,720	\$ 201	\$ 11,922
1.4	General Procedures Manual	100	\$ 7,261	\$ 1,318	\$ 1,318	\$ 9,897	\$ 403	\$ 10,300
1.5	Hydrologic Monitoring System Inventory Report	40	\$ 3,466	\$ -	\$ -	\$ 3,466	\$ 1,008	\$ 4,474
	Radio Path Analysis	48	\$ 4,997	\$ -	\$ -	\$ 4,997	\$ -	\$ 4,997
2	Maintenance & Operations	1,925	\$ 64,993	\$ 49,332	\$ 48,853	\$ 163,178	\$ 74,598	\$ 237,776
2.1	Annual Flow Calibration & Maintenance	392	\$ 14,838	\$ 9,785	\$ 9,785	\$ 34,408	\$ 9,658	\$ 44,066
	Annual Geotivity Rain Calibration & Maintenance	270	\$ 9,584	\$ 7,139	\$ 6,761	\$ 23,484	\$ 8,351	\$ 31,835
	Annual ALERT Rain Calibration & Maintenance	270	\$ 12,701	\$ 7,072	\$ 7,072	\$ 26,845	\$ 5,195	\$ 32,040
	FCC Licensing	204	\$ 2,343	\$ -	\$ -	\$ 2,343	\$ -	\$ 2,343
2.2	In-Season Maintenance - Flow	273	\$ 7,979	\$ 8,218	\$ 8,218	\$ 24,416	\$ 28,356	\$ 52,772
2.2	In-Season Maintenance - Geotivity Rain	98	\$ 3,442	\$ 3,545	\$ 3,444	\$ 10,432	\$ 18,514	\$ 28,946
2.2	In-Season Maintenance - ALERT	86	\$ 3,044	\$ 2,933	\$ 2,933	\$ 8,911	\$ 2,714	\$ 11,624
2.3	Emergency Inspection & Repairs	332	\$ 11,063	\$ 10,638	\$ 10,638	\$ 32,339	\$ 1,811	\$ 34,150
3	New Gauge Equipment, Parts & Upgrades	0	\$ -	\$ -	\$ -	\$ -	\$ 78,000	\$ 78,000
3.1	New Equipment Purchase & Installation							
3.2	Repair Priority & System Improvements							
3.3	Enclosure & Power Upgrades							
4	Flow Measurement & Rating Curves	496	\$ 43,559	\$ 34,443	\$ 34,235	\$ 112,238	\$ 7,905	\$ 120,143
4.1	Develop Preliminary Rating Curves	76	\$ 8,675	\$ -	\$ -	\$ 8,675	\$ 153	\$ 8,828
4.2	Storm Tracking	160	\$ 8,720	\$ 8,982	\$ 8,982	\$ 26,683	\$ -	\$ 26,683
4.3	Storm Chasing	260	\$ 26,164	\$ 25,462	\$ 25,254	\$ 76,880	\$ 7,752	\$ 84,632
5	Data Management	2,031	\$ 78,599	\$ 26,288	\$ 26,288	\$ 131,175	\$ 2,404	\$ 133,579
5.1	Web-Based Data Interface	1,977	\$ 5,280	\$ 2,612	\$ 2,612	\$ 10,504	\$ 403	\$ 10,907
5.2	QA/QC Flow & Rain Data	26	\$ 2,560	\$ 808	\$ 808	\$ 4,175	\$ 1,050	\$ 5,225
5.3	Reporting	28	\$ 2,952	\$ 3,041	\$ 3,041	\$ 9,033	\$ 951	\$ 9,984
5.4	NOAA Doppler Radar Calibration	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	SFE GoData		\$ 14,644	\$ 8,974	\$ 8,974	\$ 32,592	\$ -	\$ 32,592
	OneRain Services		\$ 53,163	\$ 10,854	\$ 10,854	\$ 74,871	\$ -	\$ 74,871
	Project Management	78	\$ 4,833	\$ 4,833	\$ 4,833	\$ 14,500	\$ -	\$ 14,500
	<b>Total</b>	<b>4,965</b>	<b>\$ 310,211</b>	<b>\$ 137,361</b>	<b>\$ 136,674</b>	<b>\$ 476,784</b>	<b>\$ 167,670</b>	<b>\$ 644,454</b>



- The scope herein defined is for 17 flow gauges, 19 geotivity rain gauges, and 20 ALERT rain gauges. Sound Watershed will coordinate with the County to refine these totals as needed throughout the project to remain within the project budget.
- Sound Watershed overhead of 8% is included for each of the sub-contractor budgets described above (e.g. the subcontractor budgets will be 8% lower than represented here).
- Expenses will be billed at cost+8%
- Staff rates will increase by 3% in Year 2 and 2% in year 3.
- Mileage will be reimbursed at the current IRS rates
- Administrative Drafts. The cost estimate assumes there will be only one round of administrative review prior to finalization of any documents provided to the District. If more administrative drafts are required, the cost of additional consultants' time and materials will be subject to negotiation with District.
- Other Supplementary Planning Costs. We are available to respond to inquiries about a variety of issues related to, but beyond the scope of work. Such supplementary work is not included in the cost estimate, and would be subject to an additional scope of work and budget.
- Information and Maps Available. In a timely manner, District will make available to Sound Watershed all relevant reports/data, including digital photos and GIS-compatible maps, drawings, databases, past studies, or other relevant information. Additional time or costs to compile the data in a form usable to the Sound Watershed in performing the tasks described above are not covered by this scope and budget.
- Access. Initial access to field sites will be pre-arranged by District staff (including directions, notifications, contacts, and gate keys/combinations). Any unusual efforts to access these sites are not included in this scope and budget, and could be subject to additional charges.
- Comply in Good Faith. Both Sound Watershed and District will comply in good faith with any adaptations of the scope and budget needed to deliver quality results to District.
- Expense Estimates. The expense estimates are preliminary and may be inadequate to deliver all the stated items for the number of identified stations. Sound Watershed shall be bound only to the limits of the budget, and not to the number of sites/stations indicated in the budget. Sound Watershed will work closely with the District to identify priorities and alternatives should budgets be insufficient to supply all desired sites.



- Project Information or Changes in Project. Should District make substantial changes to the project that cannot be accommodated by refinements to the remaining budget, the extra work needed to address the changes would be subject to an amendment to the scope of work and additional compensation.
- Annual license and service fees for supporting data access include: Software license fees for Contrail Base Station (First year software maintenance is covered under the original software licensing, future years are at 25% of the current software licensing fees) and annual web hosted service fees for Contrail Web. This is a fixed price task.
- Budget estimates for optional elements can be developed in collaboration with the District
- Variances between the estimates described in this scope document under "Notes & Exclusions" for each task were preliminary and may conflict with the budget table. Where conflicts arise, the budget tables will be the defining guideline.

OneRain Services	Total Cost Estimates			Notes
	Year 1	Year 2	Year 3	
<b>Data Management</b>				
<b>Data Operations</b>				
Data Agent - DataWise data collection	\$3,780			
Data Agent - GoData data collection	\$3,780			
<b>Contrail Web Configured and Operational</b>				
Setup and Config (22 hrs x \$135/hr)	\$3,208			
Annual Web Hosting	\$8,694	\$8,694	\$8,694	
Inventory as a OneRain-hosted service	\$3,888			Database only. Does not include time & materials to populate and maintain
Automated QA/QC tools				
Contrail Insight hosted service	\$2,160	\$2,160	\$2,160	
Programming of customized QA/QC reports (120 hrs @ \$135/hr)	\$17,496			
<b>Training Tasks</b>				
Train maintenance staff on software tools (1 person, 2 days)	\$2,333			
Travel (1 person - air/per diem @ \$1,125 each)	\$1,215			
Contrail Training (prep and training @ 32 hrs x \$135/hr)	\$4,666			
Travel (2 persons - air/per diem @ \$900 each)	\$1,944			
<b>Annual Total</b>	<b>\$53,163</b>	<b>\$10,854</b>	<b>\$10,854</b>	
<b>Three Year Total</b>			<b>\$74,871</b>	





Year 1 Hourly Budget Estimate (v.3.4)	Sound Watershed								SFE Global					West				OneRain		Annual Total Hours		
	Principal	Staff Hydrologist	Survey Chief-of-Party	Hydro Technicians	Comm. & Systems Installer	Instrument Lead	Surveyors Assistant	Clerical	Laborer	Vice President	Operations Manager	Project Manager	Technician	Data Analyst	Vice President	Sr Hydrologist	Staff Engineer	Hydrologist 5	Hydrologist 3		Programming	Senior Engineer
<b>hourly fee (including Sub Markup)</b>	\$124.00	\$98.00	\$107.24	\$74.00	\$79.33	\$100.90	\$95.00	\$84.00	\$64.50	\$113.40	\$162.60	\$91.60	\$75.60	\$78.60	\$226.60	\$169.48	\$103.68	\$150.12	\$104.76	\$145.00	\$194.40	
<b>Task #</b>																						
1	Recon, Inventory & Planning																					
1.1	Project Kick-Off Meeting & Existing Data Review																					33
1.2a	Initial Site Visits - Flow																					96
1.2b	Initial Site Visits - Geotivity Rain																					74
1.2c	Initial Site Visits - ALERT Rain																					65
1.3	Site Recommendations Report & Priorities																					82
1.4	General Procedures Manual																					76
1.5	Hydrologic Monitoring System Inventory Report																					40
	Radio Path Analysis																					48
2	Maintenance & Operations																					
2.1	Annual Flow Calibration & Maintenance																					162
	Annual Geotivity Rain Calibration & Maintenance																					112
	Annual ALERT Rain Calibration & Maintenance																					122
	FCC Licensing																					22
2.2	In-Season Maintenance - Flow																					91
2.2	In-Season Maintenance - Geotivity Rain																					53
2.2	In-Season Maintenance - ALERT																					50
2.3	Emergency Inspection & Repairs																					126
3	New Gauge Equipment, Parts & Upgrades																					
3.1	New Equipment Purchase & Installation																					
3.2	Repair Priority & System Improvements																					
3.3	Enclosure & Power Upgrades																					
4	Flow Measurement & Rating Curves																					
4.1	Develop Preliminary Rating Curves																					76
4.2	Storm Tracking																					104
4.3	Storm Chasing																					260
5	Data Management																					
5.1	Web-Based Data Interface																					60
5.2	QA/QC Flow & Rain Data																					24
5.3	Reporting																					28
5.4	NOAA Doppler Radar Calibration																					0
	SFE GoData																					0
	OneRain Services																					0
	Project Management																					39
<b>Total</b>	<b>226</b>	<b>369</b>	<b>60</b>	<b>100</b>	<b>330</b>	<b>72</b>	<b>80</b>	<b>130</b>	<b>43</b>	<b>6</b>	<b>36</b>	<b>144</b>	<b>0</b>	<b>0</b>	<b>7</b>	<b>36</b>	<b>48</b>	<b>49</b>	<b>84</b>	<b>0</b>	<b>2</b>	<b>1773</b>

Year 2 Hourly Budget Estimate (v.3.4)	Principal	Staff Hydrologist	Survey Chief-of-Party	Hydro Technicians	Comm. & Systems Installer	Instrument Lead	Surveyors Assistant	Clerical	Laborer	Vice President	Operations Manager	Project Manager	Technician	Data Analyst	VP	Sr Hydrologist	Staff Engineer	Hydrologist 5	Hydrologist 3	Programming	Senior Engineer	Total Hours
<b>hourly fee (including Sub Markup)</b>	\$127.72	\$100.94	\$110.46	\$78.22	\$81.74	\$102.93	\$97.65	\$86.62	\$65.92	\$116.60	\$105.60	\$94.60	\$77.87	\$77.87	\$233.60	\$173.53	\$106.79	\$154.62	\$107.90	\$150.17	\$200.23	
<b>Task #</b>																						
1	Recon, Inventory & Planning																					
1.3	Site Recommendations Report & Priorities																					12
1.4	General Procedures Manual																					12
1.5	Hydrologic Monitoring System Inventory Report																					0
2	Maintenance & Operations																					
2.1	Annual Flow Calibration & Maintenance																					106
	Annual Geotivity Rain Calibration & Maintenance																					85
	Annual ALERT Rain Calibration & Maintenance																					74
2.2	In-Season Maintenance - Flow																					91
2.2	In-Season Maintenance - Geotivity Rain																					53
2.2	In-Season Maintenance - ALERT																					28
2.3	Emergency Inspection & Repairs																					108
4	Flow Measurement & Rating Curves																					
4.2	Storm Tracking																					104
4.3	Storm Chasing																					246
5	Data Management																					
5.1	Web-Based Data Interface																					51
5.2	QA/QC Flow & Rain Data																					8
5.3	Reporting																					28
5.4	NOAA Doppler Radar Calibration																					0
	Project Management																					39
<b>Total</b>	<b>100</b>	<b>205</b>	<b>45</b>	<b>48</b>	<b>174</b>	<b>63</b>	<b>80</b>	<b>84</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>38</b>	<b>12</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>962</b>



Year 3 Hourly Budget Estimate (v.1.4)		Principal	Staff Hydrologist	Senior Char.-of-Party	Hydro Technicians	Comms & Systems Installer	Instrument Lead	Surveyors Assistant	Clerical	Labrer	Vice President	Operations Manager	Project Manager	Technician	Data Analyst	VP	Sr Hydrologist	Staff Engineer	Hydrologist 5	Hydrologist 3	Programming	Senior Engineer	Total Hours
hourly fee (including Sub Markup)		\$131.55	\$102.97	\$113.77	\$78.51	\$84.16	\$107.04	\$100.79	\$57.29	\$67.90	\$120.31	\$108.85	\$97.39	\$80.20	\$80.20	\$240.61	\$173.74	\$109.99	\$169.28	\$111.54	\$154.65	\$206.24	
1	Recon, Inventory & Planning																						
1.3	Site Recommendations Report & Priorities	4	3																				12
1.4	General Procedures Manual	4	3																				12
1.5	Hydrologic Monitoring System Inventory Report																						6
2	Maintenance & Operations																						
2.1	Annual Flow Calibration & Maintenance	16	12		29			12			8	28											185
	Annual Geotivity Rain Calibration & Maintenance	6	8		27			12			4	20											77
	Annual ALERT Rain Calibration & Maintenance	6	8		28			6										30					74
2.2	In-Season Maintenance - Flow	12	12		67																		81
2.2	In-Season Maintenance - Geotivity Rain	8	24																				32
2.2	In-Season Maintenance - ALERT	4	24																				28
2.3	Emergency Inspection & Repairs	8	24		21			8				16					4	6			16		108
4	Flow Measurement & Rating Curves																						
4.2	Sloam Tracking	8	16	45	48			12															104
4.3	Sloam Chasing	12				61	89	16											12	16			244
5	Data Management																						
5.1	Web-Based Data Interface	4	12					16															32
5.2	QA/QC Flow & Rain Data		6																				6
5.3	Reporting	6	20																				26
5.4	NOAA Doppler Radar Calibration																						6
	Project Management	39																					
	<b>Total</b>	<b>109</b>	<b>204</b>	<b>45</b>	<b>48</b>	<b>171</b>	<b>61</b>	<b>80</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>38</b>	<b>12</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>955</b>



<b>Estimated Year 1 Expenses</b>		<b>Batteries (all sites)</b>	<b>Wireless Service (all sites)</b>	<b>Hardware &amp; Misc. Parts</b>	<b>Misc. Sound Watershed Expenses</b>	<b>Misc. Sound Watershed Team Travel</b>	<b>Mileage (Sound Watershed Team Only)</b>	<b>Total Expenses</b>
1	<b>Recon, Inventory &amp; Planning</b>							
1.1	Project Kick-Off Meeting & Existing Data Review						\$ 64	\$ 64
1.2a	Initial Site Visits - Flow			\$ 200	\$ 125	\$ 421	\$ 303	\$ 1,050
1.2b	Initial Site Visits - Geotivity Rain			\$ 100	\$ 75	\$ 421	\$ 339	\$ 935
1.2c	Initial Site Visits - ALERT Rain			\$ 125	\$ 75	\$ 648	\$ 255	\$ 1,103
1.3	Site Recommendations Report & Priorities						\$ 64	\$ 64
1.4	General Procedures Manual						\$ 128	\$ 128
1.5	Hydrologic Monitoring System Inventory Report				\$ 175		\$ 153	\$ 328
2	<b>Maintenance &amp; Operations</b>							
2.1	Annual Flow Calibration & Maintenance			\$ 2,900			\$ 303	\$ 3,203
	Annual Geotivity Rain Calibration & Maintenance			\$ 1,840		\$ 702	\$ 230	\$ 2,772
	Annual ALERT Rain Calibration & Maintenance			\$ 450		\$ 1,134	\$ 140	\$ 1,724
2.2	In-Season Maintenance - Flow	\$ 4,223	\$ 4,957	\$ 1,852		\$ 421	\$ 260	\$ 11,713
2.2	In-Season Maintenance - Geotivity Rain		\$ 4,925	\$ 500		\$ 421	\$ 96	\$ 5,942
2.2	In-Season Maintenance - ALERT			\$ 500		\$ 324	\$ 77	\$ 901
2.3	Emergency Inspection & Repairs					\$ 443	\$ 153	\$ 596
3	<b>New Gauge Equipment, Parts &amp; Upgrades</b>							\$ 78,000
3.1	New Equipment Purchase & Installation							\$ -
3.2	Repair Priority & System Improvements							\$ -
3.3	Enclosure & Power Upgrades							\$ -
4	<b>Flow Measurement &amp; Rating Curves</b>							
4.1	Develop Preliminary Rating Curves						\$ 153	\$ 153
4.2	Storm Tracking						\$ -	\$ -
4.3	Storm Chasing			\$ 1,500	\$ 300	\$ 1,350	\$ 612	\$ 3,762
5	<b>Data Management</b>							
5.1	Data Communication						\$ 128	\$ 128
5.2	QA/QC Flow & Rain Data				\$ 350		\$ -	\$ 350
5.3	Reporting				\$ 250		\$ 64	\$ 314
5.4	NOAA Doppler Radar Calibration						\$ -	\$ -
	<b>Total</b>	<b>\$ 4,223</b>	<b>\$ 9,882</b>	<b>\$ 9,967</b>	<b>\$ 1,350</b>	<b>\$ 6,286</b>	<b>\$ 3,520</b>	<b>\$ 113,227</b>



Estimated Year 2 Expenses		Batteries (all sites)	Wireless Service (all sites)	Hardware & Misc. Parts	Misc. Sound Watershed Expenses	Misc. Sound Watershed Team Travel	Mileage (Sound Watershed Team Only)	Total Expenses
1	Recon, Inventory & Planning							
1.3	Site Recommendations Report & Priorities						\$ 69	\$ 69
1.4	General Procedures Manual						\$ 138	\$ 138
1.5	Hydrologic Monitoring System Inventory Report				\$ 175		\$ 165	\$ 340
2	Maintenance & Operations							
2.1	Annual Flow Calibration & Maintenance			\$ 2,900			\$ 327	\$ 3,227
	Annual Geotivity Rain Calibration & Maintenance			\$ 1,840		\$ 702	\$ 248	\$ 2,790
	Annual ALERT Rain Calibration & Maintenance			\$ 450		\$ 1,134	\$ 151	\$ 1,735
2.2	In-Season Maintenance - Flow	\$ -	\$ 5,106	\$ 1,907		\$ 421	\$ 281	\$ 7,715
2.2	In-Season Maintenance - Geotivity Rain		\$ 5,707			\$ 421	\$ 103	\$ 6,231
2.2	In-Season Maintenance - ALERT			\$ 500		\$ 324	\$ 83	\$ 907
2.3	Emergency Inspection & Repairs					\$ 443	\$ 165	\$ 608
4	Flow Measurement & Rating Curves							
4.2	Storm Tracking						\$ -	\$ -
4.3	Storm Chasing					\$ 1,350	\$ 660	\$ 2,010
5	Data Management							
5.1	Data Communication						\$ 138	\$ 138
5.2	QA/QC Flow & Rain Data				\$ 350		\$ -	\$ 350
5.3	Reporting				\$ 250		\$ 69	\$ 319
5.4	NOAA Doppler Radar Calibration						\$ -	\$ -
	<b>Total</b>	\$ -	\$ 10,813	\$ 7,597	\$ 775	\$ 4,795	\$ 2,595	\$ 26,575





## APPENDIX B

### PAYMENTS TO CONSULTANT

This is an appendix attached to, and made a part of the Agreement dated \_\_\_\_\_, between the Alameda County Flood Control and Water Conservation District ("District") and Sound Watershed Consulting ("Consultant"), providing for professional services.

#### 1. Amount of Compensation for Services of Consultant

1.1 The amount of compensation to be paid to Consultant for all services under this Agreement shall not exceed Six Hundred Forty-four Thousand Four Hundred Fifty Four Dollars (\$644,454.00) referred to hereafter as the Not To Exceed Amount ("NTE"). Total compensation due Consultant shall be the actual amount invoiced based upon the Consultant's hourly billing, which may be less than the NTE amount. Reimbursable Expenses are included in the NTE. The NTE also includes within its scope the scope of all subconsultants and their reimbursables, and shall constitute full compensation for the Services.

1.2 "Reimbursable Expenses" means job related expenses directly incurred by Consultant in the performance of services provided under the Agreement. Reimbursable expenses include mail and overnight delivery services, reproduction of reports, drawings, specifications, photographs, and similar. Normal travel expenses to and from the site are included in the base contract. Out-of-State travel in connection with the project shall be approved in advance by District.

#### 2. Monthly Billing Breakdown

2.1 District shall make monthly payments to Consultant in accordance with approved Monthly Billing Breakdown, which shall be submitted by Consultant for District's approval prior to the first monthly invoice. The "Monthly Billing Breakdown" shall itemize separate categories for each consultant, each phase of work, along with the billing period defining the time line and cost for each category.

#### 3. Methods of Payment to Consultant

3.1 For Basic Services on the Project. Consultant shall submit monthly invoices in accordance with the approved "Monthly Billing Breakdown" specifying the percentage complete for each billing category and itemized reimbursable expenses supported by invoices and appropriate backup documentation. Each invoice shall report on Consultant's total billings.

3.1.1 Retention. District may at its sole option withhold fifteen percent (15%) of any given invoice amount received from the consultant until the particular deliverable for which incremental work is being billed has been received and deemed complete by District.

3.1.2 Consultant shall itemize in each invoice submitted to the District the 15% retention amount to be withheld.

3.2 For Additional Services. The District shall pay Consultant for Additional Services, as defined below, as follows:

- 3.2.1 General. For Additional Services of Consultant's professional staff engaged directly on the Project, on the basis of a lump sum amount negotiated between the parties, or, at District's option, based on hourly rates per Consultant's billing schedule with an agreed Not-to-Exceed amount.
- 3.2.2 Subconsultants. For Additional Services of Subconsultants employed by Consultant to render Additional Services, the amount billed to Consultant therefor.
- 3.2.3 For Additional services on an hourly basis, Consultant agrees that all Subconsultants billing will be limited to a not-to-exceed amount upon prior written approval of the District.

#### 4. Definitions

- 4.1 "Additional Services" mean services beyond the scope of the Services defined in this Agreement. Additional Services must be authorized in writing prior to proceeding.
- 4.2 The Billing Rates used as a basis for payment apply to all of Consultant's and Subconsultants' principals, professional personnel and others engaged directly on the Project, and are set forth in the Scope of Project (Exhibit 1 attached to Appendix A). The Billing Rates shall remain constant throughout this Agreement, and shall not be adjusted for inflation, salary adjustments, cost changes, or any other reason.

END OF APPENDIX B

**EXHIBIT C**

**COUNTY OF ALAMEDA MINIMUM INSURANCE REQUIREMENTS**

Without limiting any other obligation or liability under this Agreement, the Contractor, at its sole cost and expense, shall secure and keep in force during the entire term of the Agreement or longer, as may be specified below, the following insurance coverage, limits and endorsements:

TYPE OF INSURANCE COVERAGES	MINIMUM LIMITS
<b>A Commercial General Liability</b> Premises Liability; Products and Completed Operations; Contractual Liability; Personal Injury and Advertising Liability	\$1,000,000 per occurrence (CSL) Bodily Injury and Property Damage
<b>B Commercial or Business Automobile Liability</b> All owned vehicles, hired or leased vehicles, non-owned, borrowed and permissive uses. Personal Automobile Liability is acceptable for individual contractors with no transportation or hauling related activities	\$1,000,000 per occurrence (CSL) Any Auto Bodily Injury and Property Damage
<b>C Workers' Compensation (WC) and Employers Liability (EL)</b> Required for all contractors with employees	WC: Statutory Limits EL: \$100,000 per accident for bodily injury or disease
<b>D Professional Liability/Errors &amp; Omissions</b> Includes endorsements of contractual liability	\$1,000,000 per occurrence \$2,000,000 project aggregate
<b>E Endorsements and Conditions:</b> <ol style="list-style-type: none"> <li>1. <b>ADDITIONAL INSURED:</b> All insurance required above with the exception of Professional Liability, Personal Automobile Liability, Workers' Compensation and Employers Liability, shall be endorsed to name as additional insured: County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees and representatives.</li> <li>2. <b>DURATION OF COVERAGE:</b> All required insurance shall be maintained during the entire term of the Agreement with the following exception: Insurance policies and coverage(s) written on a claims-made basis shall be maintained during the entire term of the Agreement and until 3 years following termination and acceptance of all work provided under the Agreement, with the retroactive date of said insurance (as may be applicable) concurrent with the commencement of activities pursuant to this Agreement.</li> <li>3. <b>REDUCTION OR LIMIT OF OBLIGATION:</b> All insurance policies shall be primary insurance to any insurance available to the Indemnified Parties and Additional Insured(s). Pursuant to the provisions of this Agreement, insurance effected or procured by the Contractor shall not reduce or limit Contractor's contractual obligation to indemnify and defend the Indemnified Parties.</li> <li>4. <b>INSURER FINANCIAL RATING:</b> Insurance shall be maintained through an insurer with a minimum A.M. Best Rating of A- or better, with deductible amounts acceptable to the County. Acceptance of Contractor's insurance by County shall not relieve or decrease the liability of Contractor hereunder. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Contractor.</li> <li>5. <b>SUBCONTRACTORS:</b> Contractor shall include all subcontractors as an insured (covered party) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.</li> <li>6. <b>JOINT VENTURES:</b> If Contractor is an association, partnership or other joint business venture, required insurance shall be provided by any one of the following methods:                         <ul style="list-style-type: none"> <li>- Separate insurance policies issued for each individual entity, with each entity included as a "Named Insured (covered party), or at minimum named as an "Additional Insured" on the other's policies.</li> <li>- Joint insurance program with the association, partnership or other joint business venture included as a "Named Insured.</li> </ul> </li> <li>7. <b>CANCELLATION OF INSURANCE:</b> All required insurance shall be endorsed to provide thirty (30) days advance written notice to the County of cancellation.</li> <li>8. <b>CERTIFICATE OF INSURANCE:</b> Before commencing operations under this Agreement, Contractor shall provide Certificate(s) of Insurance and applicable insurance endorsements, in form and satisfactory to County, evidencing that all required insurance coverage is in effect. The County reserves the rights to require the Contractor to provide complete, certified copies of all required insurance policies. The require certificate(s) and endorsements must be sent to:                         <ul style="list-style-type: none"> <li>- Department/Agency issuing the contract</li> <li>- With a copy to Risk Management Unit (125 - 12<sup>th</sup> Street, 3<sup>rd</sup> Floor, Oakland, CA 94607)</li> </ul> </li> </ol>	



JUL-07-2011 THU 05:49 PM ACPWA

FAX NO. 510 670 5247

7/02/03

County of Alameda  
 Request for Insurance Waiver or Change  
 (To be completed by the Contracting Department)  
 Fax or QIC to: Risk Management Unit  
 Fax 272-6816 or 2-6816 / QIC 28508

Attn: Contract Review: Karen Casio Phone: 423 871  
 (Sr. Risk & Insurance Analyst)

Fax Back to:	Name: <u>Frank Codd</u>	Dept: <u>Public Works Agency</u>
	Phone: <u>670-5283</u>	QIC: _____
	<u>x55783</u>	Fax <u>670-5243</u>

Date of Request: 7/7/2011 Amount of Contract: \$44,000 Term of Contract: July 26, 2011 to June 30, 2014  
 Name of Contractor: Sound Watershed Consulting

1. What do you want to waive or change (W=waive and C=change)?
- a) Coverage (s): General Liability \_\_\_\_\_ Auto Liability \_\_\_\_\_ Professional Liability X Workers' Comp \_\_\_\_\_  
 Other Required Coverages: \_\_\_\_\_
- b) Change in Limits: General Liability: From \$1,000,000 to \$ \_\_\_\_\_ per occurrence  
 Auto Liability: From \$1,000,000 to \$ \_\_\_\_\_ per occurrence  
 Professional Liability: From \$1,000,000 to \$ \_\_\_\_\_ per claim  
 Other Coverage Limits: Aggregate from \$2,000,000 to \$1,000,000
- c) Reason: Engineering work products not used directly in any design

2. Request for Time Waiver: Coverage (s) \_\_\_\_\_ List # of days requested \_\_\_\_\_  
 (This allows Contractor time to bind the insurance before the Contract term begins)

3. For Workers' Compensation Waiver, please have Contractor sign this declaration:  
**Declaration:**  
 With respect to the above-mentioned business, I hereby warrant that the business has no employees other than the owners, officers, directors, partners or other principals who have elected to be exempt from Worker's Compensation coverage in accordance with California law.  
 I further warrant that I understand the requirements of Section 3700 et seq. of the California Labor Code with respect to providing Worker's Compensation coverage for any employees of the above mentioned business. I agree to comply with the code requirements and all other applicable laws and regulations regarding workers compensation, payroll taxes, FICA and tax withholding and similar employment issues. I further agree to hold the County of Alameda harmless from loss or liability which may arise from the failure of the above-mentioned business to comply with any such laws or regulations. I therefore request that the County of Alameda waive its requirement for evidence of Workers' Compensation insurance in connection with the above-referenced work.

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Owner, Officer, Director, Partnership or other Principal

Print/Type Name \_\_\_\_\_ Title \_\_\_\_\_

4. Please attach a copy of the Scope of Services.  
 This Section to be completed by Risk Management

Identify Risk to County: \_\_\_\_\_  
 Waiver: Granted  Denied \_\_\_\_\_ Change: Granted \_\_\_\_\_ Denied \_\_\_\_\_

Considerations: A Vendor/Contractor Insurance Program has been developed for contractors who do not have or cannot afford the required insurance. Please contact the Risk Management Unit for more information.

Authorized Signature: Karen Casio Date: 7/12/2011



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/23/2011

PRODUCER (510)444-5645 FAX (510)452-0363  
Brady-Harbord-Payne  
License 0707158  
3608 Grand Avenue  
Oakland, CA 94610

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED MICHAEL LIQUORI  
DBA: SOUND WATERSHED CONSULTING  
2201 MELVIN RD  
OAKLAND, CA 94602-2032

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nationwide Mutual	23787
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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

INSR ADD'L LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	ACP7814411477	04/07/2011	04/07/2012	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY AGG \$
	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Alameda County Flood Control & Water Conservation District additionally insured per AC 01 02 03 09 attached

\*Except 10 days written notice of cancellation for nonpayment of premium

### CERTIFICATE HOLDER

Alameda County Flood Control & Water Conservation District  
Attn: Frank Codd  
399 Elmhurst St  
Hayward, CA 94544

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30\* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
J. Bruce Brady/SHANN



---

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESS AUTO ENDORSEMENT FORM

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

#### A. CHANGES FOR TRAILERS AND FARM EQUIPMENT

1. Under SECTION I - COVERED AUTOS, the following are added to Paragraph C. Certain Trailers, Mobile Equipment and Temporary Substitute Autos:
  4. "Trailers" designed to be towed by a private passenger type "auto" or a pickup, panel truck or van if not used for business purposes, other than farming or ranching.
  5. Farm wagons or farm implements while being towed by a covered "auto".

#### B. CHANGES FOR ADDITIONAL NEWLY ACQUIRED VEHICLES

2. Paragraph B.2 of SECTION 1 - COVERED AUTOS is replaced by the following:
  2. If Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
    - a. We already cover at least one "auto" you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
    - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

The most we will pay for Physical Damage Coverage for "loss" under this Coverage Extension is \$100,000 per "auto", subject to the largest deductible applicable to any "auto" for that Coverage.

#### C. BLANKET ADDITIONAL INSURED

Any person or organization which you have agreed to name as an additional insured in a written contract, executed prior to an accident, other than a contract for the lease or rental of a vehicle is an "insured" for Liability Coverage, but only to the extent that person

or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II - LIABILITY COVERAGE of the Coverage Form

#### D. REPLACED EXCLUSIONS

The Expected or Intended Injury Exclusion IN SECTION II - LIABILITY COVERAGE is replaced by the following:

##### Expected or Intended Injury

"Bodily injury" or "property damage" which is expected or intended by the "insured". This exclusion applies even if the resulting "bodily injury" or "property damage":

- a. is of a different kind, quality or degree than initially expected or intended; or
- b. is sustained by a different person, entity, real property, or personal property than that initially expected or intended.

#### E. ADDITIONAL EXCLUSIONS

The following exclusions are added to SECTION II - LIABILITY COVERAGE:

##### Damage to Named Insured's Property

Any claim or "suit" for "property damage" by you or on your behalf against any other person or entity that is also a Named Insured under this policy.

##### Abuse or Molestation

"Bodily injury" or "property damage" arising out of:

- a. The actual or threatened abuse or molestation by anyone or any person while in the care, custody or control of any "insured", or
- b. The negligent:
  - 1) Employment;
  - 2) Investigation;
  - 3) Supervision;
  - 4) Reporting to the proper authorities, or failure to so report; or

- 5) Retention;  
of a person for whom any "insured" is or ever was legally responsible and whose conduct would be excluded by Paragraph a. above.

Abuse means an act which is committed with the intent to cause harm.

**Explosives**

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

**Rolling Stores**

If a covered "auto" is a rolling store, "bodily injury" or "property damage" resulting from the handling, use or condition of any item the "insured" makes, sells or distributes if the injury or damage occurs after the "insured" has given up possession of the item.

**Wrong Delivery of Liquid Products**

"Bodily injury" or "property damage" resulting from the delivery of any liquid into the wrong receptacle or to the wrong address, or from the delivery of one liquid for another, if the "bodily injury" or "property damage" occurs after the delivery has been completed.

Delivery is considered completed even if further service or maintenance work, or correction, repair or replacement is required because of wrong delivery.

**Professional Services**

"Bodily injury":

- a. Resulting from the providing or the failure to provide any medical or other professional services.
- b. Resulting from food or drink furnished with these services.

"Bodily injury" or "property damage" resulting from the handling of corpses.

**F. MOTOR HOME CONTENTS COVERAGE**

1. For a covered "auto" that is a motor home the following exclusions are added TO SECTION III - PHYSICAL DAMAGE:

**Motor Home Contents**

This insurance does not apply to:

- a. "Loss" to the covered "auto's" contents, except equipment usual to trucks or private passenger "autos".

- b. "Loss" to TV antennas, awnings or cabanas.

- c. "Loss" to equipment designed to create added living facilities.

However, these exclusions do not apply if Miscellaneous Personal Property Coverage is provided by endorsement to this policy.

**G. ACCIDENTAL AIRBAG DISCHARGE COVERAGE**

Under Paragraph B.3.a. of SECTION III - PHYSICAL DAMAGE, the following is added:

Mechanical breakdown does not include the accidental discharge of an airbag.

**H. PHYSICAL DAMAGE LIMIT OF INSURANCE**

Paragraph C. Limit of Insurance of SECTION III - PHYSICAL DAMAGE INSURANCE is replaced by the following:

**C. Limit Of Insurance**

1. The most we will pay for "loss" in any one "accident" is the lesser of:
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of total "loss".
3. The cost of repairing or replacing may:
  - a. Be based on an estimate which includes parts furnished by the original equipment manufacturer or other sources including non-original equipment manufacturers and
  - b. Include a deduction for betterment for a part or parts that are normally subject to repair or replacement during the useful life of the "auto", such as, but not limited to tires and batteries.

Betterment means the difference between the actual cash value of a part immediately before the "loss" and the cost to replace that part with a new part.



4. If we offer to pay the actual cash value of the damaged or stolen property, we will value auto advertising wraps, paint customization, and similar business related advertising modifications, in addition to the actual cash value of the property. Auto advertising wraps, paint customization, and similar business related advertising modifications will be valued at the cost to replace them with an adjustment made for depreciation and physical condition.

**I. GLASS REPAIR – WAIVER OF DEDUCTIBLE**

Under Paragraph D. Deductible of SECTION III – PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**J. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT, OR LOSS**

The requirement in Loss Condition 2.a. Duties In The Even Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS that you must notify us of an "accident", "claim", "suit", or "loss" applies only when the "accident", "claim", "suit", or "loss" is known to:

1. You, if you are an individual
2. A partner, if you are a partnership;
3. An executive officer or the employee designated by you to give such notice if you are a corporation; or
4. A member, if you are a limited liability company.

**K. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

SECTION IV – BUSINESS AUTO CONDITIONS – B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**L. AUTOS HIRED OR RENTED BY EMPLOYEES**

If hired or rented "autos" are covered "autos" on this policy, the following provisions apply:

**A. Changes In Liability Coverage**

The following is added to the Who Is An Insured Provision in SECTION II – LIABILITY COVERAGE:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

**B. Changes In General Conditions**

Paragraph 5.b. of the Other Insurance Condition in the Business Auto Coverage Form is replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

**M. EMERGENCY LOCKOUT – PRIVATE PASSENGER VEHICLES**

We will reimburse you up to \$50 for reasonable expense incurred for the services of a locksmith to gain entry into your covered "auto" of the private passenger type subject to these provisions:

1. Your door key or key entry pad has been lost, stolen or locked in your covered "auto" and you are unable to enter such "auto", or
2. Your key or key entry pad has been lost or stolen and you have changed the lock to prevent an unauthorized entry; and
3. Original copies of receipts for services of a locksmith must be provided before reimbursement is payable.

AC 01 02 03 09

**N. LIBERALIZATION**

Paragraph 3. of the **Other Insurance Condition** in the Business Auto Coverage Form is replaced by the following:

if we adopt any revision that would broaden the coverage under this policy without additional premium within 60 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**All terms and conditions of this policy apply unless modified by this endorsement.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/24/11

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

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


<b>PRODUCER</b> INB Insurance Services Corp. License #0680989 P.O. Box 699 Los Gatos, CA 95031 INB Insurance Services Corp.	408-395-7900	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: <b>SOUNWAT</b>	FAX (A/C, No):  
	408-395-3711	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Sound Watershed Consulting 2201 Melvin Road Oakland, CA 94602	<b>INSURER A:</b> Rockhill Insurance Company		<b>NAIC #</b>
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			RPKGE000435	09/06/10	09/06/11	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	GEN'L AGGREGATE LIMIT APPLIES PER:							
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Except ten (10) days notice for nonpayment of premium. Professional liability, \$ 1 million each incident/\$ 1 million aggregate. Contractors Pollution liability, \$ 1 mill. each pollution condition limit/\$1 mill.limit. Alameda County Flood Control & Water Conservation District, its Board of Supervisors, the individual members thereof, and all --continued--

<b>CERTIFICATE HOLDER</b>  ALAMCTY  Alameda County Flood Control & Water Conservation District 399 Elmhurst St., Room 113 Hayward, CA 94544-1307	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	--

**NOTEPAD:**

HOLDER CODE ALAMCTY  
INSURED'S NAME Sound Watershed Consulting

SOUNWAT  
OP ID: JS

PAGE 2  
DATE 05/24/11

District officers, agents, employees, and volunteers Is added as additional insured per CG2010(10/01) attached re: installation, monitoring and maintaining rain and stream gages in Alameda County and store and maintain the monitoring data. Email:frankc@acpwa.org





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/24/2011

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

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

<b>PRODUCER</b> Advantis Insurance Services 26522 La Alameda Suite 210 Mission Viejo CA 92691	<b>CONTACT NAME:</b> Michael Eastman <b>PHONE (A/C, No, Ext):</b> 866-936-9992 <b>E-MAIL ADDRESS:</b> michael.eastman@advantisins.com <b>PRODUCER CUSTOMER ID #:</b> 00003769	<b>FAX (A/C, No):</b> 949-545-0221
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Off the Chart Enterprises DBA: Sound Watershed 2201 Melvin Road Oakland CA 94602	<b>INSURER A:</b> Hartford Insurance	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

COVERAGES CERTIFICATE NUMBER: CL1152401841 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			72 WEC DG 2181	5/24/2011	5/24/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

frankc@acpwa.org  Alameda County Department of Public Works Attn: Frank Codd 399 Elmhurst Street Hayward, CA 94544	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  M Eastman/SERVICE
--	--

APPENDIX D

**DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principles, and any named subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessary result in denial of award, but will be considered in determining contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Sound Watershed Consulting

PRINCIPAL: Michael K Liquori TITLE: Principal

SIGNATURE:  DATE: 7/5/11

END OF APPENDIX D

## APPENDIX "E"

**CONTRACT COMPLIANCE REPORTING REQUIREMENTS**

Upon receipt of signed contract documents, prime contractor shall immediately enter/assign subcontractors in the System, confirm payments received from the County within 5 business days in the System, immediately enter payments made to subcontractors and ensure that subcontractors confirm they received payments within 5 business days in the System. Subcontractors shall confirm their payments received from the prime contractor within 5 business days in the System.

Alameda County Contract Compliance System training and ongoing support are provided at no charge to contractors and participating sub-contractors awarded a contract as a result of this bid process for this project. Contractors having contracts with the County which have a start date on or after July 1, 2007 should schedule a representative from their office/company, along with each of their subcontractors, to attend training. The training schedule may be viewed online at [http://www.elationsys.com/elationsys/support\\_1.htm](http://www.elationsys.com/elationsys/support_1.htm) or call Elation Systems at (510) 764-1870. A special access code will be provided to contractors and subcontractors participating in this contract awarded to allow use of the System free of charge.

It is the Contractor's responsibility to ensure that they and their subcontractors are registered and trained as required to utilize the Alameda County Contract Compliance System. Training sessions are approximately one hour and will be held periodically in a number of locations throughout Alameda County.