

**AMENDED AND RESTATED AGREEMENT
BETWEEN
CENTRAL CONTRA COSTA SANITARY DISTRICT AND
CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
FOR THE GRAYSON AND WALNUT CREEKS LEVEE IMPROVEMENT PROJECT**

PROJECT NOS. 7520-6B8348 AND 7341

This Amended and Restated Agreement ("Agreement") is entered into on _____, 2025 ("Effective Date"), by and between the CONTRA COSTA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("FCD"), a flood control District organized under the laws of the State of California, and the CENTRAL CONTRA COSTA SANITARY DISTRICT ("CENTRAL SAN"), a special district organized under the laws of the State of California. CENTRAL SAN and FCD are sometimes referred to herein together as the "Parties," and each individually as a "Party."

Pursuant to Section 5 of the Contra Costa County Flood Control and Water Conservation District Act, Section 6515 of the California Health and Safety Code, and the applicable provisions of the California Constitution and California Government Code, and for good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties to this Agreement mutually agree and promise as follows:

1. Purpose: In the 1960s, Walnut and Grayson Creeks surrounding CENTRAL SAN's treatment plant located in Martinez were realigned, channelized, and levees were constructed to reduce flood risk in the area. FCD is responsible for the operations of Walnut Creek and Grayson Creek and their levees in the location of the PROJECT (defined in paragraph 2 below). In 2007, the FCD, with the cooperation of CENTRAL SAN, constructed the FCD's Interim Protection Measures project, which slightly raised the Walnut and Grayson Creek levees along CENTRAL SAN's plant to ensure protection against a 1% chance (100-year) storm event. Now the Parties wish to further reduce flood risk in the area of CENTRAL SAN's treatment plant by cooperatively raising these levees to provide protection against a 0.2% chance (500-year) storm event with a minimum of 3 feet of freeboard.
2. PROJECT Scope of Work: In December of 2020, in collaboration with FCD, CENTRAL SAN applied for a Federal Emergency Management Agency 2020 Building Resilient Infrastructure and Communities grant ("GRANT") to obtain funding for the PROJECT. The Parties have since learned that the GRANT funds applied for were cancelled. The Parties have each decided to proceed with the PROJECT in the absence of GRANT funding. Additional scope of work has been identified by the Parties to complete the PROJECT including additional levee height and footprint to account for differing site conditions and geotechnical recommendations, additional soil import needs and soils handling requirements, relocating additional utilities and removing segments of CENTRAL SAN railroad tracks that will be in conflict with the expanded levee footprint, and additional regulatory compliance work required by the U.S. Army Corps of Engineers. Additional work may also be commissioned by CENTRAL SAN, at CENTRAL SAN's sole expense, as more specifically described in the PROJECT Scope of Work.

In general, the work to raise the Walnut and Grayson Creek levees to provide the desired flood protection will entail designing and constructing a larger embankment by importing select levee material, scarifying the top of the existing levee, placing and compacting the material on the existing levee, installing appropriate storm water best management practices in accordance with the project's Stormwater Pollution Prevention Plan ("SWPPP"), restoring security fencing to the bottom

of the slope, and reconstructing the gravel access road on top of the levee (collectively, the "PROJECT"). The design and construction of the PROJECT will conform to the U.S. Army Corps of Engineer's levee design standards and will be reviewed and approved under the U.S. Army Corps of Engineer's Section 408 (33 U.S.C., Section 408) permit process. The PROJECT will include the transfer of fee title to certain CENTRAL SAN-owned land, and easements within other strips of CENTRAL SAN-owned land (collectively, the "CENTRAL SAN Property") needed for the PROJECT from CENTRAL SAN to FCD, as more particularly described in that certain Real Property Exchange Agreement among CENTRAL SAN, FCD, and Contra Costa County, a political subdivision of the State of California ("County"), (the "Exchange Agreement") a copy of which is attached for reference as Exhibit B. At CENTRAL SAN's request, the following additional work will be included in the PROJECT procurement documents as part of the base bid, but will be paid for solely by CENTRAL SAN: upgrading the PROJECT chain link fencing to high security fencing south of Imhoff Drive. The following additional work will be included in the PROJECT procurement documents as bid alternates and/or additive bid items to be paid for solely by CENTRAL SAN, with the decision whether or not to proceed with those items to be made after receipt and review of bids: (a) an alternative bid item to upgrade chain link fencing to high security fencing north of Imhoff Drive and (b) two additive bid items to remove railroad tracks in addition to those necessitated by the PROJECT.

3. Responsibilities of FCD and CENTRAL SAN:

A. FCD shall perform the following activities for the PROJECT:

- i. Provide overall project management for delivery of the PROJECT.
- ii. Act as lead agency for the PROJECT, and obtain all permits, approvals, and entitlements necessary for the PROJECT, and prepare and obtain CEQA clearance for the PROJECT.
- iii. Prepare final plans, specifications and engineer's estimate ("PS&E") for the PROJECT.
- iv. Provide 35%, 65%, 95%, and 100% PS&E review sets to CENTRAL SAN for review and comment.
- v. If approved by FCD's governing body, execute the Exchange Agreement substantially in the form attached hereto as Exhibit B.
- vi. Prepare, send out, and implement all utility relocation notices and relocation agreements (if needed).
- vii. Prepare the hydraulic analysis to set the levee height.
- viii. Assist CENTRAL SAN in presenting the PROJECT and updates to the CENTRAL SAN Board of Directors, as requested by CENTRAL SAN.
- ix. Prepare and implement the PROJECT's SWPPP, in accordance with State laws and regulations.
- x. Advertise and solicit bids for construction of the PROJECT ("Base Bid"), including CENTRAL SAN requested additive and alternative bid items; consult with CENTRAL SAN once bids have been opened; and cause the Board of Supervisors to consider awarding the construction contract, provided that the lowest responsive responsible bid price for Base Bid does not exceed the engineer's estimate by more than 15%.
- xi. Administer the PROJECT construction contract following its award.
- xii. Perform and/or contract for surveying, materials testing, and construction management and inspection of the PROJECT.
- xiii. Own and maintain all PROJECT improvements on FCD property and FCD easement south of Imhoff Drive, excluding CENTRAL SAN utilities and security fencing that CENTRAL SAN is required to maintain within a fencing and utility easement that CENTRAL SAN will reserve in the deed conveying the CENTRAL SAN Property to FCD.

- xiv. Include CENTRAL SAN's Right of Entry Agreement in the 100% PS&E bid documents, and require that the PROJECT contractor ("Contractor") enter into that certain Right of Entry Agreement with CENTRAL SAN.
- xv. For advertising and bidding purposes and as permitted by FCD policies and practices, incorporate into the PROJECT PS&E the plans, specifications, and cost estimate prepared by CENTRAL SAN, for CENTRAL SAN utility relocation.
- xvi. In cooperation with CENTRAL SAN, develop soil sampling requirements to be utilized in the event the anticipated soil import source changes between the date of this Agreement and the date the PROJECT Contractor is ready to import the needed soil for the PROJECT.

B. CENTRAL SAN shall perform the following activities for the PROJECT:

- i. Review 35%, 65%, 95%, and 100% PS&E review sets and provide feedback within three weeks of receipt of those documents.
- ii. Approve the 100% PS&E bid documents and provide written confirmation of approval to FCD.
- iii. If approved by CENTRAL SAN's governing body, execute the Exchange Agreement substantially in the form attached hereto as Exhibit B.
- iv. Provide a form Right of Entry Agreement to FCD for inclusion in the PS&E bid documents, and, following bid award, enter into that certain Right of Entry Agreement with the PROJECT Contractor to provide the Contractor necessary temporary access through CENTRAL SAN's Wastewater Treatment Plant property to the Contractor's work area to facilitate PROJECT construction.
- v. Review PROJECT construction bids and approve FCD's award of the PROJECT construction contract within 30 days of bid opening, provided that the lowest responsive responsible bid price for Base Bid does not exceed the engineer's estimate by more than 15%. Further, review bid prices for CENTRAL SAN alternative and additive bid items and recommend that FCD approve or reject the alternative and additive bid items within 30 days of bid opening.
- vi. Own and maintain CENTRAL SAN utility improvements and CENTRAL SAN security fencing on CENTRAL SAN property within property interests reserved in the CENTRAL SAN Deed (defined in the Exchange Agreement).
- vii. Prepare final plans, specifications and engineer's estimate for CENTRAL SAN utility relocation to be incorporated as part of the PROJECT PS&E.
- viii. Monitor Contractor work performed on Central San property.
- ix. Ensure soil imported onto Central San property meets PROJECT logistical and State of California, Department of Toxic Substances Control requirements.
- x. Monitor and approve PROJECT accounting in a timely manner.

4. Financial Responsibility:

- A. FCD and CENTRAL SAN shall fund the costs and expenses of the PROJECT equally, including for in-kind staff costs, specialized consultant costs, and direct costs, which costs include but may not be limited to the following:
 - i. Reimbursement of FCD staff and CENTRAL SAN staff costs incurred in the estimated amounts set forth on Exhibit A (PROJECT Costs Estimates). If staff costs incurred by FCD or CENTRAL SAN for the PROJECT exceed the respective estimate set forth on Exhibit A by more than 15%, such excess costs shall not be included in the total costs to be divided between the Parties without the review and written approval of both FCD and CENTRAL SAN. Reimbursement of FCD staff and CENTRAL SAN staff costs shall include direct costs

- for salaries and benefits and full cost recovery of associated administrative overhead.
- ii. The PROJECT construction cost, up to 115% of the engineer's estimate. Any extra work or change orders to the executed construction contract shall be approved in writing by both Parties and shared equally in cost, unless a separate proportion is agreed to in writing for such work at the time that the extra work or change order is approved. In no event shall such extra work or change orders occur without the prior written consent of both Parties.
 - iii. The contracts for outside construction related services, such as surveying, materials testing, and construction inspection at the amounts set forth in Exhibit A, provided that any costs incurred in excess of 15% above the estimate shall not be included in the total to be divided between the Parties without the prior review and written approval of both Parties.
- B. The Parties shall share PROJECT costs equally based on a full accounting, subject to the limitations stated above.
 - C. Any upgrades to infrastructure or materials beyond what exists prior to PROJECT implementation (including, but not limited to, the CENTRAL SAN alternative bid item for high security fencing north of Imhoff Drive and the CENTRAL SAN additive bid items for railroad track removal in addition to those necessitated by the PROJECT) shall be paid entirely and solely by the benefiting Party.
 - D. Prior to awarding any contract to a consultant for professional services (including, but not limited to, design, surveying, or construction management) the awarding Party shall seek the other Party's concurrence regarding consultant's proposed scope, budget, and schedule. Such concurrence shall not be unreasonably withheld.
 - E. Prior to opening PROJECT construction bids, FCD and CENTRAL SAN shall, on a quarterly basis, exchange an accounting of PROJECT expenditures to date, and the Party owed funds pursuant to such accountings and this Agreement shall invoice the other Party the amount needed to balance the reported expenditures. Amounts due to one Party shall be paid by the other Party within 30 days of receipt of an agreed-upon invoice.
 - F. Upon opening construction bids, FCD and CENTRAL SAN shall meet and review the lowest responsive, responsible bid. If the lowest responsive, responsible bid exceeds the engineer's estimate by more than 15%, FCD and CENTRAL SAN shall mutually decide within 30 days of bid opening whether to reduce the scope of the PROJECT, increase PROJECT funding by either or both Parties, reject all bids, or terminate the PROJECT as set forth in Section 9 below.
 - G. If a PROJECT construction contract is awarded, then, on a quarterly basis following bid opening, FCD and CENTRAL SAN shall mutually share an accounting of expenditures to date and the Party owed funds under this Agreement shall invoice the other Party the amount needed to balance reported expenditures. Amounts due to one Party shall be paid by the other Party within 30 days of receipt of an agreed-upon invoice.
 - H. The PROJECT cost estimates set forth on Exhibit A include PROJECT costs incurred by FCD and CENTRAL SAN beginning on January 1, 2015. Notwithstanding the Effective Date of this Agreement, the Parties agree that such costs incurred prior to the Effective Date shall be treated as PROJECT costs pursuant to the terms of this Agreement.
 - I. The Parties shall provide an accurate accounting of any and all funds and shall report to each

other all receipts and disbursements related to this Agreement upon request of the other Party.

5. Mutual PROJECT Coordination:

The authorized representatives of CENTRAL SAN and FCD shall meet periodically to coordinate efforts to manage PROJECT delivery and maintain reasonable PROJECT costs. At a minimum, the Parties' authorized representatives will meet:

- A. On or about the 35%, 65%, 95%, and 100% PS&E delivery dates
- B. On or about the PROJECT construction contract advertisement date; and
- C. On or about construction bid opening to determine and confirm the mutual interest in proceeding with PROJECT.

6. Insurance, Indemnification, Warranties, and Bonds:

A. Types and Amounts of Insurance:

- i. Design and Construction. Unless otherwise agreed by both Parties in writing, for each contract for PROJECT-related design or construction work to be performed following execution of this Agreement, CENTRAL SAN and FCD shall require that each contractor and consultant, and their subcontractors and assigns, keep and maintain the required policies of insurance described in Exhibit C; provided, however, that wherever CENTRAL SAN is referenced in Exhibit C, the insurance included in the PROJECT-related contracts shall reference both FCD and CENTRAL SAN.
- ii. Other Contractors and Consultants. Unless otherwise agreed by both Parties in writing, for each contract for PROJECT-related work to be performed following execution of this Agreement, CENTRAL SAN and FCD shall require that each contractor and consultant, and their subcontractors and assigns, keep and maintain the required policies of insurance described in Exhibit C; provided, however, that wherever CENTRAL SAN is referenced in Exhibit C, the insurance included in the PROJECT-related contracts shall reference both FCD and CENTRAL SAN.
- iii. Contractors' Policies Primary. As set forth in Exhibit C, Contractor's insurance shall be primary and non-contributory with any insurance maintained by CENTRAL SAN or FCD and shall include cross liability or severability of interest clauses, if applicable.
- iv. Certificates of Insurance. As set forth in Exhibit C, CENTRAL SAN and FCD shall require each contractor and consultant on the PROJECT, and their assigns, to promptly furnish to CENTRAL SAN and FCD certificates of insurance evidencing the coverage required therein.
- v. Cancellation. As set forth in Exhibit C, Contractor's insurance shall be endorsed to provide CENTRAL SAN with notice thirty (30) days prior to cancellation or material change to any required coverage except for non-payment, which notice may be provided with ten (10) days' notice.

- B. Indemnification: Unless otherwise agreed by both Parties in writing, for each contract for PROJECT-related design or construction work to be performed following execution of this Agreement, CENTRAL SAN and FCD shall require that each contractor and consultant, and their subcontractors and assigns include provisions requiring the Contractor, subcontractors, consultants, and subconsultants to provide indemnity, warranties, and bonds in the amounts and manner set forth below:

- i. Indemnity. CENTRAL SAN and FCD shall require each PROJECT contractor, subcontractor, consultant, and their agents and assigns, to agree to the indemnification provisions set forth below in the exact form and substance as contained herein:

"Hold Harmless and Indemnification.

(a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section B.

(b) The indemnitees benefitted and protected by this promise are CENTRAL SAN and FCD and their elective and appointive boards, commissions, officers, agents, and employees.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before FCD approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these (collectively "Liabilities").

(d) The actions causing Liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of any indemnitee.

(g) The Contractor's obligations under this section shall extend to claims arising before or after the work is completed and accepted. FCD's or CENTRAL SAN's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by FCD or CENTRAL SAN, unless this time has been extended by FCD or CENTRAL SAN.

(i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

- ii. Warranties. In addition to all warranties existing at law, CENTRAL SAN and FCD shall require the PROJECT Contractor to provide an express warranty for the benefit of FCD and CENTRAL SAN, for a one-year time period following substantial completion of the PROJECT

(hereinafter "Contractor's Warranty"), containing, at a minimum, (A) the Contractor's guarantee that the work has been performed in accordance with the plans and specifications, and (B) the Contractor's agreement to repair or replace all work that fails to conform to the plan and specifications, or that proves to be defective in workmanship or materials, during the stated one-year time period.

- iii. Bonds. FCD's contract with the PROJECT Contractor shall require the Contractor to present two good and sufficient surety bonds, one for payment, and one for performance, each in an amount equal to 100 percent of the PROJECT construction price, issued by a surety admitted in the State of California, in a form satisfactory to FCD and CENTRAL SAN, naming both FCD and CENTRAL SAN as obligees on the bonds.
- C. FCD shall cause the contract documents for the PROJECT to include provisions requiring the Contractor and subcontractors to pay prevailing wages for the PROJECT work, as required by state law, and to comply with all other applicable federal, state, and local laws and regulations.
- D. Neither CENTRAL SAN nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by FCD in connection with any of FCD's obligations under this Agreement, and to the extent not covered by the Contractor's insurance and indemnification obligations described in this Section 6, FCD shall defend, indemnify, save, and hold harmless CENTRAL SAN, its officers and employees from and against any damage or liability occurring by reason of anything done or omitted to be done by FCD in connection with any of FCD's obligations under this Agreement.

Neither FCD, nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by CENTRAL SAN in connection with any of CENTRAL SAN's obligations under this Agreement, and to the extent not covered by the Contractors' insurance and indemnification obligations described in this Section 6, CENTRAL SAN shall defend, indemnify, save, and hold harmless FCD, its officers and employees from and against any damage or liability occurring by reason of anything done or omitted to be done by CENTRAL SAN in connection with any of CENTRAL SAN's obligations under this Agreement.

The obligations in this Section 6.D. shall survive the termination or expiration of this Agreement.

- E. Nothing in this Agreement is intended to affect the legal liability of either Party to third parties by imposing any standard of care different from that normally imposed by law.

7. PROJECT Acceptance and Maintenance:

- A. Upon completion of the PROJECT, FCD and CENTRAL SAN shall jointly conduct the final inspection. After CENTRAL SAN and FCD have determined that the PROJECT work performed has been completed to CENTRAL SAN's and FCD's satisfaction, FCD shall accept the PROJECT improvements as complete and shall promptly record a notice of completion. FCD shall not accept the PROJECT, nor record a notice of completion, unless CENTRAL SAN has confirmed in writing that the PROJECT was completed to CENTRAL SAN's satisfaction. In the event FCD and CENTRAL SAN disagree regarding the completion of the PROJECT, the Parties' authorized representatives shall meet to discuss the concerns and agree upon any necessary corrective actions.
- B. Following FCD's acceptance of the PROJECT as complete, FCD shall own and be responsible for maintaining all improvements relating to the PROJECT located on FCD property and within the

FCD easement (excluding CENTRAL SAN utilities and security fencing, including such improvements within the Reserved Fencing and Utility Easement), subject to the provision of the Contractor's Warranty, described in Section 6(B)(ii) above, and shall defend, indemnify, save, and hold harmless CENTRAL SAN, its governing bodies, officers, agents, and employees from and against all claims, demands, damages, costs, expenses, and liabilities arising from the PROJECT after acceptance of the PROJECT, whether relating to design, construction, use, operation, or maintenance of the PROJECT improvements. Provided, however, that FCD is not required to indemnify CENTRAL SAN, its governing bodies, officers, agents, and employees from any claims, demands, damages, costs, expenses, and liabilities to the extent that they arise from the active negligence or willful misconduct of CENTRAL SAN, or any of its governing bodies, officers, agents, or employees.

8. Agreement Modification: This Agreement is subject to modification only with the written consent of the legislative bodies of both Parties. Neither Party shall unreasonably withhold its consent to modification for the implementation and accomplishment of the overall purpose for which this Agreement is made.
9. Term; Termination: Except as otherwise specified herein, this Agreement is effective as of the Effective Date and shall terminate upon acceptance of the PROJECT improvements as set forth in Section 7(A), unless earlier terminated as provided herein. This Agreement may be terminated immediately by mutual, written consent of the Parties. This Agreement may also be terminated unilaterally by either Party upon review of the construction bids if the lowest responsible bid exceeds the engineer's estimate by more than 15% or if the Engineer's final Cost Estimate materially exceeds the Engineer's preliminary Cost Estimate shown on Exhibit A. In such a case, as a condition of termination, each Party shall promptly report their PROJECT costs incurred up to the date of the decision to terminate, and balance expenditures as described in Section 4 above. However, notwithstanding anything to the contrary herein, the obligations contained in Sections 3.A.xi, 3.B.vii, 6, and 7 shall survive any termination of this Agreement. Further, the obligations contained in Section 4, shall survive any termination of this Agreement, whether or not the PROJECT is completed. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared pursuant to a contract between a consultant or contractor and FCD in connection with this Agreement and the PROJECT are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for FCD, and as and between FCD and CENTRAL SAN, the Parties agree that FCD owns all right, title, and interest, including all copyrights and other intellectual property rights, in or to the works made for hire. If any of the works made for hire is subject to copyright protection, FCD reserves the right to copyright such works and CENTRAL SAN agrees not to copyright such works.
10. Assignment: The rights, duties, and responsibilities under this Agreement may not be assigned by either Party.
11. Notices: All notices given under this Agreement shall be served by enclosing the notice in a sealed envelope addressed to the other Party, certified mail, postage prepaid, addressed as follows:

To FCD: Chief Engineer
Contra Costa County Flood Control and Water Conservation District
255 Glacier Drive
Martinez, CA 94553

To CENTRAL SAN: General Manager
Central Contra Costa Sanitary District
5019 Imhoff Place

Martinez, CA 94553

Either Party may designate, by written notice to the other, a different agent for service or address for notice. Notice is effective two (2) business days from the date of mailing.

12. Entire Agreement: This Agreement contains the entire understanding of CENTRAL SAN and FCD relating to the subject matter of this Agreement.

13. Governing Law. This Agreement shall be governed by the laws of the State of California.

14. Counterparts: This Agreement may be executed in counterparts that, taken together, constitute one and the same instrument.

[Remainder of page left blank. Signatures on next page.]

IN WITNESS WHEREOF, the Parties hereto are executing this Agreement as of the Effective Date.

CONTRA COSTA COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

CENTRAL CONTRA COSTA SANITARY DISTRICT

By: _____
Chief Engineer

By: _____
General Manager

ATTEST:
CLERK OF THE BOARD

ATTEST:
CENTRAL SAN SECRETARY OF THE DISTRICT

By: _____
Deputy

By: _____
Secretary of the District Clerk

RECOMMENDED BY DEPARTMENT:

By: _____

APPROVED BY COUNTY ADMINISTRATOR

By: _____

FORM APPROVED:
Thomas L. Geiger
County Counsel

FORM APPROVED:
Deirdre Joan Cox, Esq.
Counsel for the District

By: _____
Assistant County Counsel

By: _____

Exhibit A

Grayson and Walnut Creeks Levee Improvement at CCCSD Treatment Plant

Project Cost Estimate

Rev: June 2025

Task/Subtask	Description	CCFC&WCD Estimated Expenditures	Central San Estimated Expenditures	Total Estimated Expenditures
1	- Preliminary Design & Risk and Uncertainty Analysis	\$ 283,252	\$ 122,100	\$ 405,352
1.1	Preliminary Design Subtask (pre-grant application)	\$ 254,302	\$ 109,659	\$ 363,961
1.1	Preliminary Design Subtask (post-grant app 10/1/20)	\$ 28,949	\$ 12,442	\$ 41,391
1.2	Not Used	\$ -	\$ -	\$ -
2	- Environmental Permitting and Compliance	\$ 278,721	\$ 20,963	\$ 299,684
2.1	CEQA/NEPA Subtask	\$ 178,248	\$ 9,973	\$ 188,221
2.2	Permits Subtask	\$ 100,473	\$ 10,990	\$ 111,462
3	- Real Property Acquisition Task	\$ 73,235	\$ 88,255	\$ 161,490
4	- Section 408 USACE Project Permitting	\$ 56,805	\$ -	\$ 56,805
5	- Design Task	\$ 1,677,109	\$ 760,568	\$ 2,437,677
5.1	Preliminary Scoping and Data Gathering Subtask	\$ 112,905	\$ -	\$ 112,905
5.2	Detailed Surveys Subtask	\$ 237,460	\$ 94,068	\$ 331,527
5.3	35% Plans and Estimate Subtask	\$ 259,767	\$ 14,360	\$ 274,127
5.4	65% Plans, Specifications and Estimate Subtask	\$ 63,726	\$ 32,610	\$ 96,336
5.5	95% Plans, Specifications and Estimate Subtask	\$ 447,007	\$ 519,530	\$ 966,537
5.6	100% Plans, Specifications and Estimate Subtask	\$ 556,244	\$ 100,000	\$ 656,244
6	- Construction Engineering Task	\$ 9,479,500	\$ 605,000	\$ 10,084,500
6.1	Advertise Subtask	\$ 45,000	\$ 30,000	\$ 75,000
6.2	Award Subtask	\$ 45,000	\$ 30,000	\$ 75,000
6.3	Notice To Proceed Subtask	\$ 10,000	\$ 10,000	\$ 20,000
6.4	Mobilization and Site Prep Subtask	\$ 14,500	\$ 10,000	\$ 24,500
6.5	Construction & Contingency	\$ 8,000,000	\$ -	\$ 8,000,000
6.6	Construction Management & Support	\$ 1,200,000	\$ 475,000	\$ 1,675,000
6.7	Performance Testing and Demobilization Subtask	\$ 115,000	\$ -	\$ 115,000
6.8	Hazardous Materials Testing	\$ 50,000	\$ 50,000	\$ 100,000
7	- Not Used	\$ -	\$ -	\$ -
8	- Project Management Task	\$ 173,503	\$ 149,771	\$ 323,274
9	- FEMA Grant Management and Admin	\$ -	\$ 83,887	\$ 83,887
Totals		\$ 12,022,124	\$ 1,830,544	\$ 13,852,668
Project Cost Estimate				\$ 13,852,668
CCFC&WCD Estimated 50% Cost Share (Note 1)				\$ 6,926,334
Central San Estimated 50% Cost Share (Note 1)				\$ 6,926,334

Note:

- 1) The Parties shall share Project costs equally based on a full accounting, subject to the limitations stated in Section 4A of this Amended Agreement.
- 2) Actual costs for each agency will be based on final expenditures, with accounting and reimbursements to be made in accordance with Section 4. Financial Responsibility of the Amended Agreement.
- 3) Any upgrades to infrastructure or materials beyond what exists prior to Project implementation shall be paid entirely and solely by the benefiting Party in accordance with Section 4. Financial Responsibility.
- 4) See Section 4. Financial Responsibility, for details on funding, expenses, and cost-sharing.

Exhibit B

CENTRAL SANITARY DISTRICT INSURANCE REQUIREMENTS

1.03 General Insurance Requirements

A. CONTRACTOR shall maintain at its sole expense and keep in effect during the term of this Agreement, the following types of insurance in amounts specified in this Section.

1. **Workers' Compensation and Employer's Liability Insurance.** CONTRACTOR shall maintain Workers' Compensation Insurance as required by the State of California. If there is any risk of injury to CONTRACTOR's employees under the U.S. Longshoremen's and Harbor Workers' Compensation Act, the Jones Act, or other laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Employer's Liability insurance shall be provided with limits not less than:

- \$1,000,000 per accident
- \$1,000,000 per employee for disease
- \$1,000,000 policy limit.

2. **Commercial General Liability Insurance.** CONTRACTOR shall maintain Commercial General Liability Insurance (CGL) written on an occurrence form providing coverage for bodily injury, property damage, and personal and advertising injury through any combination of primary and excess or umbrella liability insurance policies with annual reinstatement of the general aggregate limit at each policy period renewal. The CGL shall include broad contractual liability and not contain any XCU exclusions.

The CGL insurance must be written on an ISO occurrence form CG 00 01 or substitute forms providing equivalent coverage. All excess or umbrella policies shall be follow-form and afford no less coverage than the primary policy. Coverage shall apply for both ongoing and completed operations on a form acceptable to CENTRAL SAN. Coverage shall be provided to CENTRAL SAN for liability and any damage to property and injury or death of persons, unless caused by CENTRAL SAN'S sole or active negligence or willful misconduct.

Completed operations coverage must be in place for the entire California State Statute of Repose which is currently ten (10) years. The liability insurance requirements as noted in this section can be met through a Contractor Controlled Insurance Program (CCIP), however, CENTRAL SAN reserves the right to review and approve the program prior to starting work.

CENTRAL SAN, its officers, directors, employees, their successors shall be named as additional insureds on CONTRACTOR's commercial liability and excess policies providing coverage at least as broad as Insurance Service Office's Additional Insured – Owners, Lessees, or Contractors CG 20 10 for ongoing operations and CG 20 37 for completed operations. Evidence of this required additional insured coverage must be separately attached to the certificate of insurance.

The required limits shall be:

- \$5,000,000 per occurrence for bodily injury and property damage liability
- \$5,000,000 personal and advertising injury
- \$10,000,000 general policy aggregate
- \$10,000,000 products/completed operations aggregate

- 3. Commercial Automobile Insurance.** CONTRACTOR shall maintain Commercial Automobile Insurance written on ISO form CA 00 01 or substitute form providing equivalent liability coverage. Such insurance shall cover liability arising out of any auto including owned, hired, and non-owned autos and may be satisfied by a combination of primary and excess and/or umbrella policies. All excess or umbrella policies shall contain a drop-down clause in the event of exhaustion of primary limits and provide coverage for primary auto liability. Coverage shall include an MCS 90 endorsement for CONTRACTOR's hauling or transporting hazardous materials.

The required limits shall be:

\$5,000,000 combined single limit for property damage and bodily injury liability

- 4. Contractor's Pollution Liability Insurance.** CONTRACTOR shall maintain Contractor's Pollution Liability Insurance providing coverage for bodily injury, property damage, personal injury and environmental site restoration including fines and penalties in accordance with applicable EPA or state regulations. Coverage shall extend to losses from the release or escape of pollutants including discharge of pollutants brought to the site, release of pre-existing pollutants at the site whether sudden or gradual over time and mold resulting from CONTRACTOR's work. Coverage must also extend to first-party clean-up costs, business interruption, loss of rents, and extra expense and include coverage for completed operations up to ten (10) years following PROJECT acceptance by CENTRAL SAN.

The required limits shall be:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

- 5. Builder's Risk/Installation Floater.** CONTRACTOR shall maintain Builder's Risk Insurance providing coverage for full replacement of the Work on a completed value basis, without deduction for depreciation. Replacement value shall include materials, labor, profit and overhead for all risks of physical loss or damage for all real property or improvements with no coinsurance penalty provision. Coverage shall include "soft costs" such as but not limited to design and engineering fees and inspection costs caused by an insured peril, up to a maximum total for all soft costs of 10% of the full replacement cost of the Work.

The policy shall include coverage for All Risks, including but not limited to: fire, lightning, windstorm, hail, explosion, riot, civil commotion, smoke damage, damage by aircraft or vehicles, vandalism and malicious mischief, theft, collapse, and flood, testing, water damage, underground piping, and mechanical breakdown. Coverage shall include cost of debris removal including reasonably necessary demolition.

The policy shall name CENTRAL SAN as a loss payee. Policy deductible shall not exceed \$50,000 without prior written approval of CENTRAL SAN. Insurance deductibles are the sole responsibility of the CONTRACTOR and must be disclosed to CENTRAL SAN prior to commencing work.

Coverage shall include any materials and equipment intended for installation or to be incorporated in the project while they are in transit, stored on or off site or until they are incorporated into the project.

CONTRACTOR is solely responsible for insuring, repairing, or replacing any of its personal property and tools and equipment, whether owned, non-owned, or hired.

The Builders Risk insurance limit for consequential losses due to delay in completing the work is \$1,000,000.

If the project involves installation of equipment only, CONTRACTOR shall provide evidence of an Installation Floater providing coverage for the value of equipment to be installed and shall include CENTRAL SAN as an insured and loss payee. Coverage for testing, water damage, and mechanical breakdown shall be included.

In the event of the termination of Agreement for default, CONTRACTOR shall forfeit all rights to Builders Risk insurance proceeds and CENTRAL SAN may expend all proceeds to complete the underlying project as if they were unpaid Agreement monies.

- 6. Professional Liability Insurance.** CONTRACTOR shall maintain Professional Liability Insurance providing coverage for professional services rendered under this Contract, if any. The policy must have a retroactive date prior to the effective date of the Contract. CONTRACTOR agrees to maintain coverage continuously for a period of no less than three (3) years following project acceptance by CENTRAL SAN.

The required limits shall be:

\$2,000,000 per claim

\$2,000,000 annual aggregate

- 7. Technology Professional Liability Errors & Omissions.** CONTRACTOR shall maintain Technology Professional Liability Errors & Omissions Insurance with coverage sufficiently broad to respond to the duties and obligations undertaken by CONTRACTOR in this agreement and shall include but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties, as well as credit monitoring expenses. The policy shall include or be endorsed to include property damage liability coverage for damage to alteration of, loss of, or destruction of electronic data and/or information "property" of CENTRAL SAN in the care, custody or control of CONTRACTOR.

The required limits shall be:

\$2,000,000 per claim

\$2,000,000 annual aggregate

B. Additional Provisions Applicable to All Insurance Requirements

The following provisions apply to all required insurance coverages referenced above with exception noted, if any.

Additional Insureds. CONTRACTOR's insurance, with exception of Workers' Compensation and Professional Liability, if required, shall name CENTRAL SAN, its directors, officers, employees, and their successors as additional insureds. Refer to Commercial General Liability requirements above for specific additional insured requirements.

Primary Insurance. CONTRACTOR's insurance shall be primary and non-contributory with any insurance maintained by CENTRAL SAN and shall include cross liability or severability of interest clauses, if applicable.

Notice of Cancellation. CONTRACTOR's insurance shall be endorsed to provide CENTRAL SAN

with notice thirty (30) days prior to cancellation of any required coverage except for non-payment which may be with ten (10) days' notice of cancellation.

Acceptability of Insurers. All required insurance shall be written by companies having an AM Best's rating of A- VII or equivalent, as determined by CENTRAL SAN.

Deductibles and Self-Insured Retentions. CENTRAL SAN recognizes that some insurance requirements contained in this Agreement may be fulfilled by self-insurance on the part of the CONTRACTOR. Any deductible or self-insured retention (SIR) maintained by CONTRACTOR for any required coverage must be declared and approved by CENTRAL SAN.

CENTRAL SAN reserves the right to request financial statements to evaluate any requested Deductible/ SIR. Self-insurance shall not in any way limit liabilities assumed by CONTRACTOR under this Agreement including but not limited to naming CENTRAL SAN as an additional insured and waiving rights of recovery.

All deductibles or SIRs shall be the sole responsibility of the CONTRACTOR or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. CENTRAL SAN may deduct from any amounts otherwise due to CONTRACTOR to fund the deductible/SIR. Policies shall NOT contain any provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Los Adjustment Expenses, will satisfy the SIR or deductible. CENTRAL SAN reserves the right to obtain a copy of any policies or endorsements for verification.

Insurance Compliance. CONTRACTOR shall deliver to CENTRAL SAN certificates of insurance on an ACORD or equivalent form signed by an authorized representative of the insurers prior to the execution of this Contract, prior to commencing any work or service, and at least ten (10) days prior to the renewal or replacement of any of the required insurance, or upon reasonable request by CENTRAL SAN. Insurance submittals must include all required endorsements, including but not limited to additional insured, primary and non-contributory, notice of cancellation, and waiver of subrogation, as applicable. CONTRACTOR will not receive a notice to proceed until CENTRAL SAN has approved the insurance submittal. CENTRAL SAN reserves the right to request copies of required insurance policies, as needed.

Maintenance of Insurance. CONTRACTOR shall maintain all required insurance throughout the entire duration of this Agreement without any lapse in coverage or reduction in required limits. CENTRAL SAN reserves the right to reevaluate and adjust the insurance types and coverage limits required herein annually.

Available Insurance. If CONTRACTOR maintains broader coverage and/or higher limits than the minimum insurance requirements above, CENTRAL SAN requires and shall be entitled to the broader coverage and/or higher limits maintained by CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to CENTRAL SAN.

Waiver. CONTRACTOR agrees to waive all rights of recovery against CENTRAL SAN, and cause its Workers' Compensation, Commercial General Liability, Automobile Liability, and Umbrella/Excess insurance policies to be endorsed to waive subrogation against CENTRAL SAN. CONTRACTOR waives all right of recovery or subrogation against CENTRAL SAN regardless of cause of damage.

Subcontractors Insurance. CONTRACTOR shall require listed subcontractors maintain Commercial General Liability (CGL) Insurance written on an occurrence form providing coverage for bodily injury, property damage, and personal and advertising injury through any combination of primary and excess or umbrella liability insurance policies with annual reinstatement of the general aggregate limit at each

policy period renewal.

Listed subcontractors shall maintain CGL limits of at least \$2,000,000 per occurrence and \$4,000,000 in the aggregate for bodily injury, property damage, personal injury and advertising injury and at least \$2,000,000 per occurrence and \$4,000,000 aggregate for products and completed operations.

CONTRACTOR shall require unlisted subcontractors to maintain such types and amounts of insurance appropriate for the exposure within each subcontractor agreement.

In no event shall the insurance required of the CONTRACTOR be reduced or altered by the coverage maintained by subcontractors.