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CITY OF SEBASTOPOL
RESOLUTION NO. 6810-2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEBASTOPOL, CALIFORNIA, APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH LUHDORFF & SCALMANINI CONSULTING ENGINEERS FOR PHASE 2 FINAL DESIGN SERVICES FOR THE WELL 4 REPLACEMENT & MITIGATION PROJECT (CIP NO. 0822-24.06)

WHEREAS, Well 4 is a municipal groundwater production well originally constructed in 1953 and is an important component of the City of Sebastopol's water supply system; and

WHEREAS, the City Council previously approved a professional services agreement with Luhdorff & Scalmanini Consulting Engineers (LSCE) for Phase 1 preliminary design, site investigation, permitting assistance, and related services for the Well 4 Replacement & Mitigation Project; and

WHEREAS, Phase 1 investigations and the resulting well design recommendations provide the basis for advancing the project to Phase 2 final design; and

WHEREAS, Phase 2 services include final design of the replacement production well and associated pump station, preparation of plans and technical specifications, construction cost estimates, permitting and regulatory coordination, and assistance with construction funding applications; and

WHEREAS, the proposed Phase 2 professional services agreement with LSCE is in an amount not to exceed Two Hundred Sixty-One Thousand Four Hundred Fifty-Four Dollars ($261,454), with an additional contingency of up to five percent ($13,073), for a total not-to-exceed amount of Two Hundred Seventy-Four Thousand Five Hundred Twenty-Seven Dollars ($274,527), to be funded through Water Capital Fund 501 and the City's Capital Improvement Program; and

WHEREAS, approving the agreement will advance the Well 4 Replacement & Mitigation Project toward final design and support the long-term reliability of the City's water supply system.

NOW, THEREFORE BE IT FURTHER RESOLVED, that the City Council of the City of Sebastopol hereby approves the Professional Services Agreement with Luhdorff & Scalmanini Consulting Engineers for Phase 2 final design services for the Well 4 Replacement & Mitigation Project (CIP No. 0822-24.06), in an amount not to exceed $261,454, with an additional contingency of up to five percent ($13,073), for a total not-to-exceed amount of $274,527, and authorizes the City Manager to execute the agreement on behalf of the City,

The above and foregoing Resolution was duly passed, approved, and adopted at a meeting by the City Council on the 17th day of November 2026.

I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by the City of Sebastopol City Council by the following vote:

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VOTE:
Ayes: Councilmembers Carter, Hinton, Zollman, Vice Mayor Maurer and Mayor McLewis
Noes: None
Abstain:None
Absent: None

APPROVED: Signed by: Jill McLewis 7C6BCED0A8914A1... _____
Mayor Jill McLewis

ATTEST: Signed by: Mary Gourley 44C0774260FE430... _____
Mary Gourley, City Manager

APPROVED AS TO FORM: Signed by: Alex Mog 66BDB79D572A4EB... _____
Alex Mog, City Attorney

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AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on _November 17, 2026__ by and between the City of Sebastopol, located in the County of Sonoma, State of California (City), and Luhdorff & Scalmanini Consulting Engineers (LSCE) (Consultant).

RECITALS:

A. City desires to employ Consultant to furnish professional services in connection with the project described as Phase 2 final design of the Well 4 Replacement & Mitigation Project (CIP #0822-24.06).

B. Consultant has represented that Consultant has the necessary expertise, experience, and qualifications to perform the required duties.

NOW, THEREFORE, in consideration of the mutual premises, covenants, and conditions herein contained, the parties agree as follows:

SECTION 1 – BASIC SERVICES

Consultant agrees to perform the services set forth in **Phase 2, "Scope of Services"** and made part of this Agreement.

SECTION 2 – ADDITIONAL SERVICES

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or **Phase 2, "Scope of Services"**, unless such additional services and compensation are authorized in advance and in writing by the City Council or City Manager of the City.

SECTION 3 – TIME FOR COMPLETION

The time for completion of services shall be as identified in **Fee Estimate, "Scope of Services"**.

SECTION 4 – COMPENSATION AND METHOD OF PAYMENT

A. Subject to any limitations set forth in this Agreement, City agrees to pay consultant the amount specified in Exhibit A, "Proposed Pricing", attached hereto and made a part hereof. Total compensation shall not exceed a total of $261,454 unless additional compensation is approved in accordance with Section 2.
An additional contingency amount not to exceed Thirteen Thousand Seventy-Three Dollars ($13,073) may be authorized solely for additional or unforeseen services approved in advance and in writing by the City Manager. The total compensation payable under this Agreement, including any authorized contingency, shall not exceed Two Hundred Seventy-Four Thousand Five Hundred Twenty-Seven Dollars ($274,527).

B. Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories if applicable: labor (by sub-category), travel, materials, equipment, supplies, subconsultant contracts, and miscellaneous expenses. City shall independently review each invoice submitted to determine whether the work performed, and expenses incurred are in compliance with the provisions of this Agreement. If no charges or expenses are disputed, the invoice shall be approved and City will use its best efforts to cause Consultant to be paid within 30 days of receipt of invoice. If any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for

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correction and resubmission. If the City reasonably determines, in its sole judgment, that the invoiced charges and expenses exceed the value of the services performed to date and that it is probable that the Agreement will not be completed satisfactorily within the contract price, City may retain all or a portion of the invoiced charges and expenses. Within thirty (30) days of satisfactory completion of the project, City shall pay the retained amount, if any, to Consultant.

C. Payment to the Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5 – STANDARD OF PERFORMANCE

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

SECTION 6 – INSPECTION AND FINAL ACCEPTANCE

City may inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when completed. City shall reject or finally accept Consultant's work within sixty (60) days after submitted to City, unless the parties mutually agree to extend such deadline. City shall reject work by a timely written explanation, otherwise Consultant's work shall be deemed to have been accepted. City's acceptance shall be conclusive as to such work except with respect to latent defects and fraud. Acceptance of any of Consultant's work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, the sections pertaining to indemnification and insurance.

SECTION 7 – INSURANCE REQUIRED

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $1,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance, as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification that it has no employees)

4. Professional Liability (Errors and Omissions) Insurance appropriates to the Consultant's profession, with limit no less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. The Retroactive

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Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the City of Sebastopol for review. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Sebastopol requires, and shall be entitled to, the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Sebastopol.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions: The City of Sebastopol, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations.

General liability coverage can be provided in the form of an endorsement to the Consultant's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

Primary Coverage

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City of Sebastopol, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Sebastopol, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance.

Waiver of Subrogation

Consultant hereby grants to the City of Sebastopol a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City of Sebastopol by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Sebastopol has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City of Sebastopol for all work performed by the Contractor, its employees, agents, and subcontractors.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Sebastopol. The City of Sebastopol may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City of Sebastopol.

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Acceptability of Insurers
Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Sebastopol.

Verification of Coverage
Consultant shall furnish the City of Sebastopol with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City of Sebastopol before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City of Sebastopol reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors
Consultant shall require and verify that all subcontractors maintain insurance, meeting all the requirements stated herein, and Contractor shall ensure that the City of Sebastopol is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances
The City of Sebastopol reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 8 – INDEMNIFICATION

A. Consultant shall indemnify and hold harmless City, its agents, officers, officials, employees, and volunteers from any and all claims, demands, suits, loss, damages, injury, and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of Consultant, its officers, agents, employees and subcontractors, or any of them, under or in connection with this Agreement; and Consultant agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against City, its agents, officers, officials, employees and volunteers, or any of them, arising out of such negligent or otherwise wrongful act or omission, and to pay and satisfy any resulting judgments.

B. When Consultant under this Agreement is duly licensed under California Business and Professions Code as an architect, landscape architect, professional engineer, or land surveyor ("design professional"), the provisions of this section regarding Consultant's duty to defend and indemnify apply only to claims that arise out of or relate to the negligence, recklessness, or willful misconduct of the design professional.

C. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Consultant has agreed to indemnify Indemnitees as provided above, Consultant, upon notice from City, shall defend Indemnitees at Consultant's expense by counsel acceptable to City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to Indemnification in order to be so indemnified. The insurance required to be maintained by Consultant shall ensure Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of Consultant hereunder. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

D. The provisions of this section do not apply to claims to the extent occurring as a result of the City's sole negligence or willful acts or misconduct.

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SECTION 9 – INDEPENDENT CONTRACTOR STATUS

A. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee, or agent of City. Consultant shall have no authority to bind City in any manner, nor to incur an obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City.

B. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall have control over the conduct of Consultant or any of Consultant's officers, employees or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees or agents are in any manner officials, officers, employees or agents of City.

C. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Consultant expressly waives any claim Consultant may have to any such rights.

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

SECTION 10 – CONFLICTS OF INTEREST

A. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. Consultant agrees to at all times avoid conflicts with the interests of City in the performance of this Agreement.

B. City understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is aware of any stated position of City relative to such projects. Any future position of City on such projects shall not be considered a conflict of interest for purposes of this section.

SECTION 11 – OWNERSHIP OF DOCUMENTS

A. All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of City and may be used, reused or otherwise disposed of by City without the permission of the Consultant. When requested by City, but no later than three years after project completion, Consultant shall

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deliver to City all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents.

B. All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, improvements, developments, works of authorship, or other products developed or created by Consultant during the course of providing services (collectively the "Work Product") shall belong exclusively to City. The Work Product shall be considered a "work made for hire" within the meaning of Title 17 of the United States Code. Without reservation, limitation, or condition, Consultant hereby assigns, at the time of creation of the Work Products, without any requirement of further consideration, exclusively and perpetually, any and all right, title, and interest Consultant may have in the Work Product throughout the world, including without limitation any copyrights, patents, trade secrets, or other intellectual property rights, all rights of reproduction, all rights to create derivative works, and the right to secure registrations, renewals, reissues, and extensions thereof.

SECTION 12 – CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the City Manager, except as may be required by law.

B. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent, or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite such response.

SECTION 13 – SUSPENSION OF WORK

City may, at any time, by ten (10) days written notice suspend further performance by Consultant. All suspensions shall extend the time schedule for performance in a mutually satisfactory manner and Consultant shall be paid for services performed and reimbursable expenses incurred prior to the suspension date.

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SECTION 14 – COMPLIANCE WITH LAW

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither City, nor any elected or appointed boards, officers, officials, employees or agents of City, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 15 – COMPLIANCE WITH CIVIL RIGHTS

During the performance of this contract, Consultant agrees as follows:

A. Equal Employment Opportunity. In connection with the execution of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, ancestry, age, sexual orientation, physical handicap, medical condition, marital status, sex, or national origin. Such actions shall include, but not be limited to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training including apprenticeship.

B. Nondiscrimination Civil Rights Act of l964. Consultant will comply with all federal regulations relative to nondiscrimination to federally-assisted programs.

C. Solicitations for Subcontractors including Procurement of Materials and Equipment. In all solicitations, either by competitive bidding or negotiations, made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor, supplier, or lessor shall be notified by Consultant of Consultant's obligations under this Agreement and the regulations relative to nondiscrimination.

SECTION 16 – RECORDS

A. Records of Consultant's direct labor costs, payroll costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a generally recognized accounting basis and made available to City if and when required for a period of up to 3 years from the date of Consultant's final invoice.

B. Consultant's records and design calculations will be available for examination and audit if and as required. The cost of any reproductions shall be paid by City.

SECTION 17 – COOPERATION BY CITY

All public information, data, reports, records, and maps as are existing and available to City as public records, and which are necessary for carrying out the work as outlined in the Exhibit A, "Scope of Services", shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 18 – NOTICES

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by facsimile or first class mail, addressed as follows:

To City: City Manager

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7120 Bodega Ave
Sebastopol, California 95472

To Consultant: Luhdorff & Scalmanini Consulting Engineers (LSCE)
500 First St
Woodland, CA 95695

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile, or, if mailed, three (3) days after deposit in the custody of the U.S. Postal Service.

SECTION 19 – TERMINATION

A. City may terminate this Agreement, with or without cause, at any time by giving sixty (60) days written notice of termination to Consultant. If such notice is given, Consultant shall cease immediately all work in progress.

B. If either Consultant or City fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or City may terminate this Agreement immediately upon written notice.

C. Upon termination of this Agreement by either Consultant or City, all property belonging to City which is in Consultant's possession shall be delivered to City. Consultant shall furnish to City a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in this Agreement.

SECTION 20 – ATTORNEY FEES

If litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorneys' fees, costs and expenses, in addition to any other relief to which it may be entitled. In addition, any legal fees, costs and expenses incurred to enforce the provisions of this Agreement shall be reimbursed to the prevailing party.

SECTION 21 – ENTIRE AGREEMENT

This Agreement, including the attached Exhibits, is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other agreements or understandings, whether oral or written, or entered into between Consultant and City prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 22 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties. However, this Agreement shall not be assigned by Consultant without written consent of the City.

SECTION 23 – CONTINUITY OF PERSONNEL

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes

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in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

SECTION 24 – DEFAULT

In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default and may terminate this Agreement immediately by written notice to Consultant.

SECTION 25 – WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 26 – LAW TO GOVERN; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Sonoma. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in San Francisco.

SECTION 27 – SEVERABILITY

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

SECTION 28 – SPECIAL PROVISIONS

This Agreement is subject to the following special provisions: none.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Agreement upon the terms, conditions, and provisions above stated, the day and year first above written.

Consultant:

By: _____
Name: Scott Lewis
Title: President

City:

By: _____
Name: Mary Gourley
Title: City Manager

Approved as to Form:

By: _____
Name: Alex Mog
Title: City Attorney

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Luhdorff & Scalmanini
Consulting Engineers

February 25, 2026 Project No. 25-2-196

Oriana Hart, Public Works Director
City of Sebastopol
Public Works Department
714 Johnson Street
Sebastopol, CA 95472

SUBJECT: Updated Scope of Work and Budget – City of Sebastopol Well 4 Replacement (CIP #0822-24.06)

Dear Ms. Hart,

Pursuant to discussions between Luhdorff and Scalmanini Consulting Engineers (LSCE) and the City of Sebastopol (City), LSCE has prepared this updated scope of work and budget estimate to provide hydrogeologic and engineering support services for the City's Well 4 Replacement Project. The proposed services are intended to support the planning, design, permitting, funding assistance, and bid-phase support for a replacement municipal supply well that will provide a reliable and sustainable long-term water source for the City. This updated scope and budget reflect LSCE's current understanding of project needs, anticipated technical requirements, and coordination with City staff and applicable regulatory agencies.

DETAILED SCOPE OF WORK

LSCE has reviewed and understands the project as outlined in the City's RFP. The Scope of Work outlined in the tasks below encompasses all the core objectives outlined in the RFP and discussions with the City.

Phase 1

Task 1 – Project Coordination, Meetings, and Administration

Task 1.1 – Kickoff and Information Request

LSCE's work on the project will begin with a kickoff meeting with City staff and key LSCE team members to discuss the various aspects of the project. Items such as contact information, chain of command, the City's project expectations, respective roles and responsibilities, schedule, design preferences and parameters, and site constraints shall be discussed at the kick-off meeting. Following the meeting, LSCE will provide the City with a list of requested information.

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Task 1.2 - Project Coordination, Meetings, and Administration

Key LSCE team members will attend regular design meetings with the City to discuss various aspects of the project. For each meeting, LSCE will prepare and distribute meeting agendas, minutes, and summaries of action items. LSCE will also provide frequent updates via email, telephone, or web-based meeting platforms as needed throughout the project. This task also provides project management and administrative activities such as: (a) Contractual Arrangements, (b) Ongoing Examination Regarding Adherence to The Scope, Budget, and Schedule, (c) Coordination of Staff Resources (d) Internal Review of Work Products, (e) Management of Subcontractors, (f) Billing Review, and (g) Scoping and Budgeting.

Task 2 – Funding Assistance

LSCE will assist the City with preparing and submitting a DWSRF funding application, including assembling technical documentation, schedules, preliminary cost estimates, and environmental compliance materials.

TASK 2.1 – DWSRF Construction Funding Application

LSCE will coordinate with the City to incorporate the needed information and data for the proposed Project to complete the DWSRF Construction Funding Application. The Project scope of work, budget, and schedule will be developed in coordination with the City, consistent with the 2025 DWSRF Construction Funding Program guidelines. LSCE will prepare and submit the required DWSRF Construction Funding Application documents, including the application elements, as follows:

- General Package - DWSRF Construction Funding Application Package
- Technical Package - DWSRF Construction Funding Application Package (100% design)
- Environmental Package - DWSRF Construction Funding Application Package (CEQA-Plus)
- Financial Package - DWSRF Construction Funding Application Package

The application elements above will be developed based on information provided by the City. LSCE will develop a comprehensive DWSRF construction funding application, which will contain the four packages outlined above.

LSCE will develop the Project Report required as part of the Technical Package submittal and will incorporate the 100% plans and specifications prepared under Tasks 4 and 5 into the Project Report, as required for a complete DWSRF funding application.

LSCE will submit a draft of the completed DWSRF Construction Funding Application packages to the City for review and comment before submitting the final application. Comments from the City will be incorporated into the final application submitted to the SWRCB.

LSCE will submit the completed DWSRF Construction Funding Application through the SWRCB's online FAAST process. The process of receiving funding approval is anticipated to occur in the fourth quarter of 2026. The funding agency will review applications in 2027, subject to their schedule for processing other funding applications. LSCE will work with the funding agency to submit a complete application and to help coordinate a timely decision for funding approval.

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Task 2.2 – DWSRF Environmental Documentation

This task involves preparing the minimum CEQA-Plus requirements outlined in the DWSRF funding policy. This would involve preparing Cultural and Biological Resource Assessments that meet both federal and state environmental requirements. It is LSCE's experience that, at a minimum, these assessments are required for all DWSRF construction applications and must be completed as part of the application approval process. These are in addition to the proposed CEQA compliance documentation for a well replacement, which typically involves preparing and filing a Notice of Exemption. Any additional CEQA-Plus or other compliance documentation required, beyond that described above, would be prepared through an additional task order as agreed upon between the parties. It has been LSCE's experience that the DWSRF funding program often requires the most stringent environmental documentation and processes compared to other funding options. If the DWSRF financing option is not pursued, this task will not be required, and the funds allocated for it can instead be applied toward alternative funding procurement under Task 6.3.

Task 2.3 – Alternate Funding Sources (Optional)

LSCE can also assist the City with the identification of alternate funding opportunities and the City's eligibility for identified funding sources. If the City chooses to pursue an alternative funding source, LSCE would assist with the funding application procurement process and coordination with the funding agency.

Task 6.3(a) would involve reviewing the current City water project funding TM prepared by Hazen-Sawyer and preparing an updated TM that reviews other funding options and recommends best available funding sources to pursue in order to fund the proposed well replacement project in a timely manner.

The deliverables for this task include a draft Project Funding Technical Memorandum for City staff review and comment, followed by a final Project Funding Technical Memorandum suitable for inclusion in City files and for use on the project.

Task Budget = Task 6.3(a). = $ 5,000

Under Task 6.3(b), LSCE will assist the City with the preparation and submittal of recommended best available funding source application and document submittal to the funding agency for review and approval. LSCE will coordinate and collaborate with the funding agency to facilitate funding approval and provide assistance with funding agreement execution.

Task Budget = Task 6.3(b). = $20,175

Note that Task 6 budget is adjusted for elimination of $23,000 budget to prepare DWSRF funding (Tasks 6.1 and 6.2) application assuming the City selects a different funding source that is recommended in the Final Project Funding TM.

Task 3 – Permitting Assistance

Task 3.1 – Permitting Assistance

Through our work on numerous projects in the past, LSCE has developed a good working relationship with the SWRCB and other regional permitting and regulatory entities and can assist in expediting all necessary

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applications and supporting permit documents in a cost-efficient manner. LSCE envisions that the following permitting activities will be required to complete the project.

SWRCB-DDW Water Supply Permit Amendment – LSCE will coordinate with the SWRCB-DDW and the City to provide all necessary supporting technical information to complete the water supply permit amendment package, which will be submitted to the SWRCB-DDW. LSCE has completed numerous new and amended water supply permits and has a thorough understanding of the SWRCB-DDW process and the required submittals. A draft water supply amendment will be submitted to the SWRCB-DDW following construction of the production well. Following the completion and acceptance of the project, LSCE will assist the City with the preparation of the final DDW amended water supply permit, which will include updates to the information from the preliminary submittal and the submission of the final As-Built drawings prepared by LSCE.

CEQA – LSCE envisions that the project meets the requirements for a CEQA categorical exemption. LSCE will prepare CEQA documentation consistent with a Class 1 or Class 3 Categorical Exemption, including drafting the exemption form, providing supporting technical rationale, coordinating with City Planning staff, and assisting the City in filing the Notice of Exemption.

Other Permitting Activities – LSCE will contact applicable agencies as needed to establish permitting requirements for well drilling (County of Sonoma), well siting concurrence (Division of Drinking Water), encroachment permits (City), and discharge requirements for development and pump testing fluids (City).

Task 4 – Site Specific Investigation

Task 4.1 – Initial Site Assessment

Well Siting Review – LSCE will complete a thorough onsite inspection/assessment of the site. Specifically, LSCE will evaluate the well site in relation to the siting and constructability of the new well, as well as the DDW setback distances from sanitary features and control zone requirements.

Hydrogeologic Review – The goal of the hydrogeologic review is to determine the probable yield, water quality, anticipated well depth, screen intervals, static and pumping water levels, specific capacity, and potential impacts on nearby wells due to the pumping of the new well.

Evaluation of Potential Impacts to Groundwater Quality – LSCE will investigate possible sources of groundwater contamination in the vicinity of the project site.

Task 4.2 – Test Hole and Monitoring Well

Task 3.2 will include test hole drilling and installation of a nested monitoring well. A test hole will be drilled to collect lithologic samples for analysis and to conduct a downhole geophysical survey that will be used to evaluate subsurface materials and to design a new production well. Based on the results of test hole drilling and geophysical logging, two to three nested casings will be constructed within the test hole. The nested monitoring well will allow for the collection of zone-specific water levels and water quality samples. A preliminary test hole depth of 550 feet, based on LSCE's initial data review, was used for the purposes of the project cost estimation. LSCE will provide subcontracted test hole drilling services from a licensed drilling contractor and will oversee the work to ensure that it is performed in accordance with

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our stringent specifications and high expectations. The selected drilling contractor will be required to fully contain and take possession of all drilling fluids and cuttings generated during the project and properly dispose of them offsite. LSCE will ensure that all necessary permits to perform the work will be secured.

LSCE will provide documentation and sampling services during the drilling process, including preparation of a lithologic log, inspection of drilling cuttings at a minimum of 10-foot of borehole advanced, interpretation of geophysical (electric) logs, and grain size distribution analysis of selected samples. Based on the borehole investigation, LSCE will prepare a monitoring well design. A typical nested monitoring site may include up to three, 2-inch-diameter polyvinyl chloride (PVC) monitoring wells, completed in different zones. The screen section(s) of each monitoring well will be isolated from one another using intermediate bentonite seals, allowing for discrete water level measurements and water quality sampling. LSCE will oversee the construction and development of the nested monitoring well.

Task 4.3 – Monitoring Well Sampling

Task 3.3 includes sampling of the nested monitoring well. LSCE will provide technicians and equipment to purge and sample each monitoring well casing. Each casing will be purged before sampling to ensure that the well is fully purged and that representative formation water is being pumped from the monitoring well. LSCE will deliver the samples to a certified ELAP state-certified laboratory. The water quality analysis will include Title 22 Drinking Water constituents and other constituents of concern, including PFAS compounds. The results of the water quality laboratory analysis will be tabulated in a water quality summary table for inclusion in the Task 3.4 deliverable.

Task 4.4 – Well Design Recommendation Report

LSCE will prepare and deliver to the City an *Investigation Summary and Preliminary Well Design Report* that will summarize the findings of the site assessment and site characterization work performed as part of Tasks 3.2 and 3.3. The report will include:

- A summary of all field activities associated with test hole drilling, monitoring well construction and development, and water quality sampling purge logs
- A lithologic log based upon interpretation of collected lithologic samples and the geophysical log
- Geophysical log
- Grain size distribution chart of selected formation samples
- Monitoring well as-built diagram
- Daily inspection sheets
- A summary of water quality results and laboratory analytical report
- Copies of all project permits
- Copy of the Well Completion Report

LSCE will prepare a site-specific preliminary production well design based on data gathered during test hole and monitoring well evaluation, and our experience in the area. The principal design elements to achieve a hydraulically efficient and sand-free well include:

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- Borehole and casing depths and diameters
- Casing and screen wall thickness
- Gravel pack gradation
- Screen slot size
- Casing material type(s)
- Screen intervals
- Screen type and material
- Seal depths
- Accessory pipe depth, material, and diameter

The report will include a drafted preliminary well design profile. The design elements of the well and yield estimation will be discussed in the report. A preliminary engineer's estimate for the construction and testing of the well will be included in the report. LSCE will meet with the City to discuss the results and findings of the test hole/monitoring well investigation and new well design recommendations. LSCE will incorporate the City's design comments into the final well design.

Task 4.5 – Siting Concurrence

After the City approves the well design, LSCE will prepare an initial DDW submittal document requesting siting and design concurrence for the new well, based on compliance with DDW and DWR regulations. The initial submittal will include a preliminary well design, site layout, location map indicating location and distances of sanitary features from the proposed well location, delineation of the wellhead control zone, and a preliminary DWSAP.

Phase 2

Task 5 – Production Well Final Design

Task 5.1 – Production Well Construction Specifications

LSCE will prepare specifications that include detailed construction requirements to be followed by the well drilling contractor during every phase of the project, including minimum acceptable methods for drilling fluid control, well development, pump testing, and well performance standards. Other site-specific items will include requirements for the containment and disposal of drill cuttings, as well as the handling of discharge water during development and test pumping, in accordance with applicable local, state, and federal regulations. The production well specifications will include comprehensive design plans, accompanied by an engineer's cost estimate for the City's use.

LSCE will attend up to two regulatory coordination meetings with SWRCB-DDW and the Water Board, supporting the City with technical presentations and responding to regulator questions related to siting, well design, and water supply permit amendments under this task.

LSCE will also support one public outreach meeting under this task by preparing presentation materials, summarizing technical content in accessible formats, and attending meetings with City staff to respond to community questions related to well siting, design, construction sequencing, and water-quality considerations.

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LSCE will provide comprehensive bidding support and bid recommendation services, including preparation of bid documents, assistance during the bidding period, responses to contractor questions, and evaluation of submitted bids for completeness, responsiveness, and overall value. LSCE will review the qualifications and proposed costs of each bidder and provide a recommendation to the City to support selection of the most qualified and cost-effective contractor for the project.

Task 6 – Pump Station Final Design

Task 6.1 – Preliminary Pump Station Design Activities

LSCE will meet with and conduct a site visit with City personnel to discuss the overall pump station project design requirements, construction concepts, and site constraints at the existing site. The primary goal of the site visit is to discuss the design elements required to serve the new facility, including water supply connection, storm drain pump-to-waste (overboard) operations, building sewer systems, electrical services, radio communications, access controls, and other relevant aspects. To aid in this preliminary design effort, LSCE will distribute a design basis checklist document to the City, enabling it to quickly obtain a comprehensive understanding of the City's preferences for the functionality, operation, and equipment to be designed.

The LSCE Team will complete a topographic survey basemap in AutoCAD format for the project site. The basemap will be used for the preliminary layout of the pump station, which will, in turn, be used for preparing the final bid set plans. LSCE will incorporate City-provided standard plans, as-builts, and base mapping (as available) into the design process to ensure consistency with existing infrastructure. It is assumed that an existing geotechnical site investigation/study is available from the City for purposes of facilitating the overall project design, including structural foundation and building design elements.

Under this task, LSCE will also develop a Preliminary Design Report (PDR). The report will summarize design criteria, site constraints, and key assumptions established during early coordination with the City. It will present preliminary layouts for the building, site civil improvements, process piping, electrical systems, and instrumentation. The report will also include an evaluation of the City-furnished pump equipment for compatibility with well performance data, along with any recommended adjustments to accommodate the equipment within the pump station design. Additionally, the PDR will outline anticipated permitting needs, identify any remaining data gaps, and provide a preliminary engineer's estimate of probable construction cost. The document will serve as the basis for the development of the initial 50% design submittal (as part of Task 5.2) and will confirm alignment between LSCE and the City on scope, configuration, and design direction before advancing into detailed design.

Task 6.2 – Pump Station Design and Construction Specifications

This task covers the scope of work required to prepare the engineering plans and technical specifications for the project, consisting of a well pump and motor, motor control center, discharge piping, chemical treatment system, instrumentation, electrical control panels, SCADA communication, a wood-framed building to house the above-ground components onsite, and all other required site improvements. The design will also address all other site modifications and improvements, including grading, drainage, paving, fencing, painting, etc. Following submittal of the PDR, the detailed design will be completed at the 50% and 100% stages, and an Engineer's Estimate of project construction costs will be prepared with each

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design phase. After the City's review of each design phase, LSCE will prepare the complete set of plans and specifications for the subsequent design stage, incorporating any comments received from the City in the previous design reviews.

LSCE will attend up to two regulatory coordination meetings with SWRCB-DDW and the Water Board to obtain approval for the well pump station plans, the water supply permit amendment, and to coordinate field visits during project startup.

LSCE will also support one public outreach meeting under this task by preparing presentation materials, summarizing technical content in accessible formats, and attending follow-up meetings with City staff to respond to community questions related to the well pump station design and construction scope.

LSCE will provide comprehensive bidding support and bid recommendation services, including preparation of bid documents, assistance during the bidding period, responses to contractor questions, and evaluation of submitted bids for completeness, responsiveness, and overall value. LSCE will review the qualifications and proposed costs of each bidder and provide a recommendation to the City to support selection of the most qualified and cost-effective contractor for the project.

FEE ESTIMATE

LSCE's estimated cost to complete the scope of work outlined in this proposal is based on our current understanding of the project and what would be typically expected to complete the tasks described based on our prior experience. The cost estimate assumes the following:

- A project design duration of 11-16 months.
- General Conditions, Supplemental General Conditions, and other "front-end" specifications will be prepared by the City.
- Design documents will conform to the City's standards.
- Construction-related costs are not included.
- Any additional environmental requirements beyond a Notice of Exemption (Task 2) and Cultural and Biological Resource Assessments (Task 6.2), are not included in the cost estimate

Table 1 summarizes the project cost estimate by task. Attached is a detailed project cost estimate, including hours per LSCE task and subtask, billing rate by employee classification, estimated subconsultant costs, and miscellaneous expenses. LSCE will invoice monthly for labor, subcontracted services, and direct costs only as incurred, in accordance with our 2026 Schedule of Fees for Engineering and Field Services, which is included below.

Fees shall remain in effect for the full contract period. In the event that the City directs LSCE to deviate from the proposed scope, or as dictated by unforeseen field conditions or events beyond LSCE's control, LSCE will provide notification of any potential changes in the estimated cost to complete the work. LSCE will not proceed with any work that deviates from the approved scope and budget until approval to proceed is granted by the City.

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Table 1. Estimated Project Budget Summary		
Task	**Level Of Effort (hours)**	**Estimated Budget (dollars)**
Phase 1 – Preliminary Design		
Task 1. Project Coordination, Meetings, and Administration	89	$22,795
Task 2. Funding Assistance*	95	$25,175
Task 3. Permitting Assistance	26	$16,185
Task 4. Site Specific Investigation	258	$313,940
Phase 1 Total Not to Exceed		$378,095
Phase 2 – Final Design and Bid Support		
Task 1. Project Coordination, Meetings, and Administration	89	$22,795
Task 5. Production Well Design	40	$8,490
Task 6. Pump Station Design	648	$230,169
Total Project Hours and Budget	**1,245**	**$639,549**

**Assumes Alternative funding approach to DWSRF will be pursued. Cost of this Task if DWSRF funding is pursued is $44,200.*

SCHEDULE

LSCE's proposed schedule is based on the tasks outlined in this scope of work, with an anticipated project completion date of January 2027.

We appreciate the opportunity to provide the City with this updated scope and budget. We will be happy to respond If you have any questions regarding either.

Sincerely,

Luhdorff & Scalmanini
Consulting Engineers

Charlie Jenkins, P.G.
Senior Geologist

Scott Lewis, P.G.
Senior Principal Geologist | President

Attachments:

Detailed Cost Estimate
2026 Schedule of Fees for Engineering and Field Services
Project Schedule

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Client	City of Sebastopol
Project	Well 4 Replacement
Job No.	25-2-196
Est. By	CJ, OS
Date	2/25/2026

Cost Estimate for City of Sebastopol for Well 4 Replacement

Luhdorff & Scalmanini Consulting Engineers

Task	Description	Senior Principal Professional	Supervising Professional	Senior Professional	Staff Professional	Prevailing Wage	Clerical	Water Quality	Bradley and Sons (Drilling)	Frisch (Electrical)	Dokken (CEQA)	PASE (Structural)	Raney (Geotech)	Phelps (Surveying)	Direct Expenses	Summary
		$300	$265	$235	$185	$230	$115	Incurred	Incurred	Incurred	Incurred	Incurred	Incurred	Incurred	Incurred	
Phase 1 - Preliminary Design																
Task 1 – Project Coordination, Meetings, and Administration																
Task 1.1 – Kickoff and Information Request	Task Hours	6	8	6	8	0	0									28
	Task Cost	$1,800	$2,120	$1,410	$1,480	$0	$0									$6,810
	SubTotal	$1,800	$2,120	$1,410	$1,480	$0	$0									**$6,810**
Task 1.2 – Project Coordination, Meetings, and Administration	Task Hours	12	29	20	0	0	0									0
	Task Cost	$3,600	$7,685	$4,700	$0	$0	$0									$15,985
	SubTotal	$3,600	$7,685	$4,700	$0	$0	$0									**$15,985**
															Total Task Cost Estimate	**$22,795**
Task 2 – Funding Assistance																
Task 2.1 – Project Funding Procurement-DWSRF	Task Hours		80													80
	Task Cost	$0	$21,200	$0	$0	$0	$0									$21,200
	SubTotal	$0	$21,200	$0	$0	$0	$0									**$21,200**
Task 2.2 – DWSRF Environmental Documentation	Task Hours		0													0
	Task Cost	$0	$0	$0	$0	$0	$0									$0
	Outside Services										$23,000					$23,000
	SubTotal	$0	$0	$0	$0	$0	$0									**$23,000**
Task 2.3 – Alternative Funding Sources (Optional)	Task Hours		95													95
	Task Cost	$0	$25,175	$0	$0	$0	$0									$25,175
	Outside Services															$0
	SubTotal	$0	$25,175	$0	$0	$0	$0									**$25,175**
															Total Task Cost Estimate	**$69,375**
Task 3 – Permitting Assistance																
Task 3.1 – Permitting Assistance	Task Hours	4	6	4	12	0	0									26
	Task Cost	$1,200	$1,590	$940	$2,220	$0	$0									$5,950
	Outside Services										$10,235					$10,235
	SubTotal	$1,200	$1,590	$940	$2,220	$0	$0									**$16,185**
															Total Task Cost Estimate	**$16,185**
Task 4 – Site Specific Investigation																
Task 4.1 – Initial Site Assessment	Task Hours	8	0	16	24	0	0									48
	Task Cost	$2,400	$0	$3,760	$4,440	$0	$0									$10,600
	SubTotal	$2,400	$0	$3,760	$4,440	$0	$0									**$10,600**
Task 4.2 – Test Hole and Monitoring Well	Task Hours	4	0	16	24	60	0									104
	Task Cost	$1,200	$0	$3,760	$4,440	$13,800	$0									$23,200
	Outside Services								$239,600							$239,600
	SubTotal	$1,200	$0	$3,760	$4,440	$13,800	$0									**$262,800**
Task 4.3 – Monitoring Well Sampling	Task Hours	2	0	4	12	24	0									42
	Task Cost	$600	$0	$940	$2,220	$5,520	$0									$9,280
	Outside Services							$18,000								$18,000
	SubTotal	$600	$0	$940	$2,220	$5,520	$0									**$27,280**
Task 4.4 – Well Design Recommendation Report	Task Hours	8	0	4	24	0	4									40
	Task Cost	$2,400	$0	$940	$4,440	$0	$460									$8,240
	SubTotal	$2,400	$0	$940	$4,440	$0	$460									**$8,240**
Task 4.5 – Siting Concurrence	Task Hours	4	0	8	8	0	4									24
	Task Cost	$1,200	$0	$1,880	$1,480	$0	$460									$5,020
	SubTotal	$1,200	$0	$1,880	$1,480	$0	$460									**$5,020**
															Total Task Cost Estimate	**$313,940**
Phase 2 - Final Design and Bid Suppport																
Task 1 – Project Coordination, Meetings, and Administration																
Task 1.1 – Kickoff and Information Request	Task Hours	6	8	6	8	0	0									28
	Task Cost	$1,800	$2,120	$1,410	$1,480	$0	$0									$6,810
	SubTotal	$1,800	$2,120	$1,410	$1,480	$0	$0									**$6,810**
Task 1.2 – Project Coordination, Meetings, and Administration	Task Hours	12	29	20	0	0	0									0
	Task Cost	$3,600	$7,685	$4,700	$0	$0	$0									$15,985
	SubTotal	$3,600	$7,685	$4,700	$0	$0	$0									**$15,985**
															Total Task Cost Estimate	**$22,795**
Task 5 – Production Well Design																
Task 5.1 – Production Well Construction Specifications	Task Hours	6	0	8	26	0	0									40
	Task Cost	$1,800	$0	$1,880	$4,810	$0	$0									$8,490
	SubTotal	$1,800	$0	$1,880	$4,810	$0	$0									**$8,490**
															Total Task Cost Estimate	**$8,490**
Task 6 – Pump Station Final Design																
Task 6.1 – Preliminary Pump Station Design Activities	Task Hours	0	48	0	88	0	4									140
	Task Cost	$0	$12,720	$0	$16,280	$0	$460									$29,460
	Outside Services											$11,500	$5,750	$4,198		$21,448
	SubTotal	$0	$12,720	$0	$16,280	$0	$460									**$50,908**
Task 6.2 – Pump Station Design and Construction Specifications	Task Hours	0	150	0	350	0	8									508
	Task Cost	$0	$39,750	$0	$64,750	$0	$920									$105,420
	Outside Services									$43,942		$29,900				$73,842
	SubTotal	$0	$39,750	$0	$64,750	$0	$920									**$179,262**
															Total Task Cost Estimate	**$230,169**
SUMMARY	Total LSCE Hours	72	453	112	584	84	20									1325
	Total LSCE Cost	$21,600	$120,045	$26,320	$108,040	$19,320	$2,300									$297,625
	Outside Services							$18,000	$239,600	$43,942	$33,235	$41,400	$5,750	$4,198		$386,124
															Total Cost Estimate	**$683,749**

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Luhdorff & Scalmanini
Consulting Engineers
500 FIRST STREET • WOODLAND, CA 95695

2026 SCHEDULE OF FEES

ENGINEERING AND RELATED FIELD SERVICES

Professional*

Senior Principal	$300/hr.
Principal Professional	$280/hr.
Supervising Professional	$265/hr.
Senior Professional	$235/hr.
Project Professional	$208/hr.
Staff Professional	$185/hr.

Technical

Senior DMS/GIS Analyst	$178/hr.
DMS/GIS	$178/hr.
Engineering Assistant	$148/hr.
Technician	$148/hr.

Project Admin Support

Word Processing, Clerical	$115/hr.
Digital Communications Specialist	$130/hr.
Project Admin/Accounting Assistant	$130/hr.

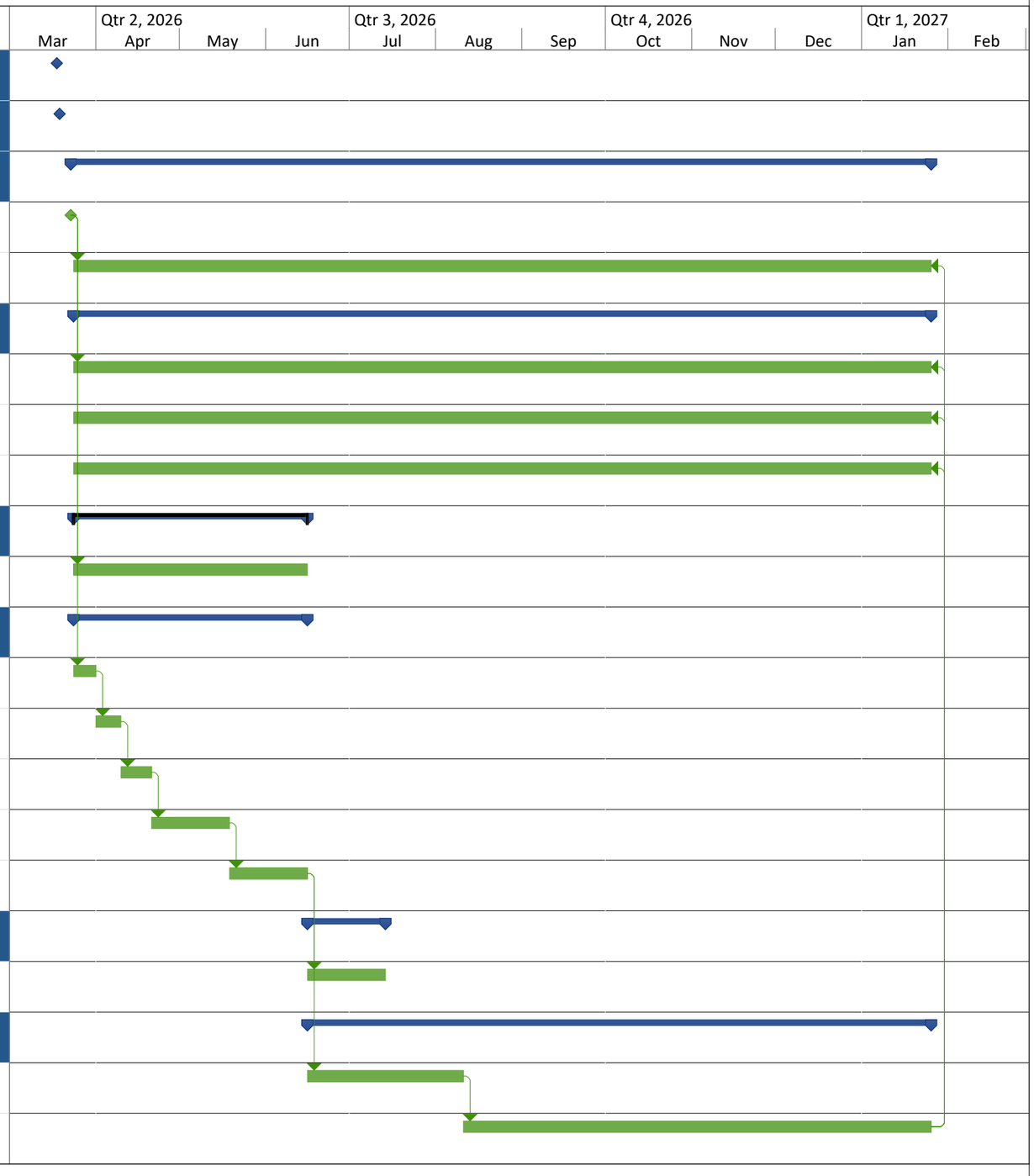
Vehicle Use	$0.70/mi (or curr. IRS rate)
Subsistence	Cost Plus 15%
Groundwater Sampling Equipment (Includes Operator)	$220.00/hr
Copies	$0.20 ea.
Professional or Technical Testimony	200% of Regular Rates
Technical Overtime (if required)	150% of Regular Rates
Outside Services/Rentals	Cost Plus 15%
Services by Associate Firms	Cost Plus 15%
Prevailing Wage Rate	$230/hr until June 30, 2026
Prevailing Wage Rate	$235/hr after July 1, 2026

** Engineer, Geologist, Hydrogeologist, and Hydrologist*

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City of Sebastopol Well 4 Replacement
(Rev 2026)

ID	Task Name	Duration	Start	Finish
1	**Council Approval**	**1 day**	**Tue 3/17/26**	**Tue 3/17/26**
2	**Notice to Proceed**	**1 day**	**Wed 3/18/26**	**Wed 3/18/26**
3	**TASK 1 - Project Coordination, Meetings, and Administration**	**11.05 mons**	**Mon 3/23/26**	**Mon 1/25/27**
4	Task 1.1 - Kickoff and Information Request	1 day	Mon 3/23/26	Mon 3/23/26
5	Task 1.2 - Project Coordination, Meetings and Administration	11 mons	Tue 3/24/26	Mon 1/25/27
6	**TASK 2 - Funding Assistance**	**11 mons**	**Tue 3/24/26**	**Mon 1/25/27**
7	Task 2.1 - DWSRF Construction Funding Application	11 mons	Tue 3/24/26	Mon 1/25/27
8	Task 2.2 - DWSRF Environmental Documentation	11 mons	Tue 3/24/26	Mon 1/25/27
9	Task 2.3 - Alternate Funding Sources (Optional)	11 mons	Tue 3/24/26	Mon 1/25/27
10	**TASK 3 - Permitting Assistance**	**3 mons**	**Tue 3/24/26**	**Mon 6/15/26**
11	Task 3.1 - Permitting Assistance	3 mons	Tue 3/24/26	Mon 6/15/26
12	**TASK 4 - Site Specific Investigation**	**3 mons**	**Tue 3/24/26**	**Mon 6/15/26**
13	Task 4.1 - Initial Site Assessment	0.3 mons	Tue 3/24/26	Tue 3/31/26
14	Task 4.2 - Test Hole and Monitoring Well	0.35 mons	Wed 4/1/26	Thu 4/9/26
15	Task 4.3 - Monitoring Well Sampling	0.35 mons	Fri 4/10/26	Mon 4/20/26
16	Task 4.4 - Well Design Recommendation Report	1 mon	Tue 4/21/26	Mon 5/18/26
17	Task 4.5 - Siting Concurrence	1 mon	Tue 5/19/26	Mon 6/15/26
18	**TASK 5 - Production Well Design**	**1 mon**	**Tue 6/16/26**	**Mon 7/13/26**
19	Task 5.1 - Production Well Construction Specifications	1 mon	Tue 6/16/26	Mon 7/13/26
20	**TASK 6 - Pump Station Final Design**	**8 mons**	**Tue 6/16/26**	**Mon 1/25/27**
21	Task 6.1 - Preliminary Pump Station Design Acitivities	2 mons	Tue 6/16/26	Mon 8/10/26
22	Task 6.2 - Pump Station Design and Construction Specifications	6 mons	Tue 8/11/26	Mon 1/25/27



Luhdorff & Scalmanini
Consulting Engineers

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/16/2026

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER
HUB International Insurance Services Inc.
PO Box 255387
Sacramento CA 95865

License#: 0757776

CONTACT NAME: Carol Dunn
PHONE (A/C, No, Ext): 916-480-4182 **FAX (A/C, No):** 916-993-7282
E-MAIL ADDRESS: carol.dunn@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance Company of Hartford	20478
INSURER B : The Continental Insurance Company	35289
INSURER C : Travelers Casualty & Surety Company of America	31194
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Luhdorff & Scalmanini Consulting Engineers, Inc.
500 First Street
Woodland CA 95695

LUHD&SC-01

COVERAGES **CERTIFICATE NUMBER:** 1843344058 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:	Y	Y	7094616264	10/14/2026	10/14/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y		7094616247	10/14/2026	10/14/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			7094616250	10/14/2026	10/14/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	7094616281	10/14/2026	10/14/2027	PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability Includes Pollution Incident Liability			106993020	10/14/2026	10/14/2027	Per Claim Annual Aggregate	$2,000,000 $4,000,000

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

RE: L & S Contract #25-2-196, Professional services under contract to the City of Sebastopol related to the design of a replacement well for the City's existing Well 4, as well as the design of the associated replacement well pump station.

Additional Insured: City of Sebastopol, its officers, officials, employees and volunteers. Coverage shall not be cancelled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Sebastopol.

Forms: CA2048 1013, CNA71527XX 1012, CNA74858XX 0115, CNA75079XX 0322, G-19160-B 1197

CERTIFICATE HOLDER

City of Sebastopol
Elissa Overton
Engineering Technician II
714 Johnson St.
Sebastopol CA 95472

CANCELLATION

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

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DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "**insureds**" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Luhdorff & Scalmanini Consulting Engineers, Inc.

Endorsement Effective Date: 10/14/2026

SCHEDULE
Name Of Person(s) Or Organization(s): Where required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "**insured**" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "**insured**" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

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ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Persons Or Organizations
Where required by written contract

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

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Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. **Additional Insureds**
2. **Additional Insured - Primary And Non-Contributory To Additional Insured's Insurance**
3. **Additional Insured – Extended Coverage**
4. **Boats**
5. **Bodily Injury – Expanded Definition**
6. **Broad Knowledge of Occurrence/ Notice of Occurrence**
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8. **Contractual Liability – Railroads**
9. **Estates, Legal Representatives and Spouses**
10. **Expected Or Intended Injury – Exception for Reasonable Force**
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14. **Joint Ventures/Partnership/Limited Liability Companies**
15. **Legal Liability – Damage To Premises**
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18. **Non-owned Aircraft Coverage**
19. **Non-owned Watercraft**
20. **Personal And Advertising Injury – Discrimination or Humiliation**
21. **Personal And Advertising Injury - Contractual Liability**
22. **Property Damage – Elevators**
23. **Retired Partners, Members, Directors And Employees**
24. **Supplementary Payments**
25. **Unintentional Failure To Disclose Hazards**
26. **Waiver of Subrogation – Blanket**
27. **Wrap-Up Extension: OCIP, CCIP or Consolidated (Wrap-Up) Insurance Programs**

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26. **WAIVER OF SUBROGATION - BLANKET**

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

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CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage; and

C. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

1. Coverage broader than what you are required to provide by the **written contract**; or

2. A higher limit of insurance than what you are required to provide by the **written contract**.

Any coverage granted by this Paragraph **I.** shall apply solely to the extent permissible by law.

II. If the written contract requires additional insured coverage under the 07-04 edition of CG2010 or CG2037, then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. In the performance of your ongoing operations subject to such **written contract**; or

B. In the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. The **written contract** requires you to provide the additional insured such coverage; and

2. This **Coverage Part** provides such coverage.

III. But if the **written contract** requires:

A. Additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. Additional insured coverage with “arising out of” language;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

IV. But if the **written contract** requires additional insured coverage to the greatest extent permissible by law, then paragraph **I.** above is deleted in its entirety and replaced by the following:

Policy No: 7094616264
Endorsement No:
Insured Name: Luhdorff & Scalmanini Consulting Engineers, Inc.
Effective Date: 10/14/2026

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **Coverage Part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

V. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. Supervisory, inspection, architectural or engineering activities; or

B. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **Coverage Part**.

VI. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **Coverage Part**:

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. Primary and non-contributing with other insurance available to the additional insured; or

2. Primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. Give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. Send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. Make available any other insurance, and endeavor to tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to other insurance under which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VIII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **Coverage Part**, provided the contract or agreement:

A. Was executed prior to:

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1. The **bodily injury** or **property damage**; or

2. The offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage; and

B. Is still in effect at the time of the **bodily injury** or **property damage occurrence** or **personal and advertising injury** offense.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One** - **Workers' Compensation Insurance G. Recovery From Others** and **Part Two** - **Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount %.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

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