

**DRAFT**

**Agreement for Preparation of 2025 Urban Water Management Plan**

This agreement (“Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”) and **Brown and Caldwell**, a California corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

**RECITALS**

- A. Consultant represents that it is a duly qualified and licensed consulting firm experienced in developing urban water management plans, water shortage allocation contingency plans, and related services.
- B. The California Urban Water Management Planning Act, sections 10610 through 10656 of the California Water Code, requires every urban water supplier that services more than 3,000 customers or supplies more than 3,000 acre-feet of water annually to prepare an Urban Water Management Plan (Plan). The Plan addresses Sonoma Water’s water transmission system and includes a description of the water supply sources, historical and projected water use, and a comparison of water supply to water demands during normal, single-dry, and multiple-dry years.
- C. The purpose of the Urban Water Management Plan (UWMP) is to consolidate regional information regarding water supply and demand, provide public information, and improve statewide water planning. The UWMP is intended to serve as the regional water supply planning document for Sonoma Water and several of its water contractors and customers including, but not limited to, the cities of Rohnert Park, Santa Rosa, Sonoma, Cotati and Petaluma; Town of Windsor; North Marin Water District; and Valley of the Moon Water District (“Water Contractors”).
- D. Sonoma Water has prepared an UWMP every five years since 1985. Under this Agreement, Consultant will assist in the preparation of Sonoma Water’s 2025 UWMP.

In consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

**AGREEMENT**

**1. RECITALS**

- 1.1. The above recitals are true and correct and are incorporated herein.

## 2. **LIST OF EXHIBITS**

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work.
- b. Exhibit B: Schedule of Costs.
- c. Exhibit C: Estimated Budget for Scope of Work.
- d. Exhibit D: Insurance Requirements.

## 3. **SCOPE OF SERVICES**

3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

<b>Sonoma Water</b>	<b>Consultant</b>
Project Manager: Paul Piazza 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-547-1968 Email: Paul.Piazza@scwa.ca.gov	Contact: Katie Ruby 201 North Civic Drive, Suite 300 Walnut Creek, California 94596 Phone: 925-210-2256 Email: kruby@brwncald.com
<b>Remit invoices to:</b>	<b>Remit payments to:</b>
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Same address as above Attn: Accounts Receivable

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to

the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. **PAYMENT**

4.1. *Total Costs:*

- a. Total costs under this Agreement shall not exceed \$200,000.
- b. No more than \$170,000 will be paid until the public review draft is submitted.

4.2. *Method of Payment:* Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges.

4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:

- a. Consultant name.
- b. Agreement title and TW 24/25-055.
- c. Sonoma Water's Project-Activity Code T0221D021.
- d. Task performed with an itemized description of services rendered by date.
- e. Summary of work performed by subconsultants, as described in Paragraph 14.4.
- f. Time in quarter hours devoted to the task.
- g. Hourly rate(s) and title(s) of the person(s) performing the task.

- h. List of reimbursable materials and expenses.
  - i. Copies of receipts for reimbursable materials and expenses.
- 4.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 4, Paragraph 5.1, of Exhibit A.
- 4.5. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.
- 4.6. *Rate Changes:* Upon at least 30 days written notice, Consultant may change the hourly rates up to 3 percent per year, commencing January 1, 2026, and no more than once every 12 months thereafter.
- 4.7. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 4.8. *Taxes Withheld by Sonoma Water:*
  - a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
  - b. If Consultant does not qualify, as described in Paragraph 4.8.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.8.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

## 5. **TERM OF AGREEMENT**

### 5.1. *Term of Agreement:*

- a. This Agreement shall expire on June 30, 2027, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma County Water Agency's General Manager shall have the ability to extend the term of this Agreement for up to two additional years by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and Consultant.

## 6. **TERMINATION**

- 6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.10 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to

the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

**7. INDEMNIFICATION**

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to Sonoma County Water Agency's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

**8. INSURANCE**

- 8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

**9. PROSECUTION OF WORK**

- 9.1. Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed due to circumstances beyond its reasonable control, including but not limited to earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

**10. EXTRA OR CHANGED WORK**

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes

to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of

## **11. CONTENT ONLINE ACCESSIBILITY**

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water-managed or Sonoma Water-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/> and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.
- 11.3. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.4. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water-managed or Sonoma Water-funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or

replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
- c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.

11.5. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

## **12. REPRESENTATIONS OF CONSULTANT**

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Consultant becomes debarred, Consultant has the obligation to inform Sonoma Water.
- 12.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and



obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.

- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.8. *AIDS Discrimination:* Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing,

employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

- 12.9. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the work, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Reuse by Sonoma Water of documents for any project or purpose other than the work under this Agreement shall be at Sonoma Water's sole risk. Nothing in this paragraph shall constitute or be construed to be any representation by the Consultant that the documents are suitable in any way for any project other than the project. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.
- 12.11. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.
- 12.12. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets

exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to Consultant, Consultant and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law or otherwise required by applicable law. Promptly upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Consultant shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which Consultant is required to respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to Sonoma Water, provided that Consultant may retain one (1) archival copy of the Confidential Information Consultant uses in the performance of services. Consultant's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement.

### **13. DEMAND FOR ASSURANCE**

- 13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

### **14. ASSIGNMENT AND DELEGATION**

- 14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no

subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.

- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:
- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
  - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 14.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.2. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

- 15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

## 16. **MISCELLANEOUS PROVISIONS**

- 16.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 16.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to

Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

Reviewed as to funds:

TW 24/25-055

By: \_\_\_\_\_  
Sonoma County Water Agency  
Division Manager - Administrative  
Services

Approved as to form:

By: \_\_\_\_\_  
Cory O'Donnell,  
Chief Deputy County Counsel

Insurance Documentation is on file with  
Sonoma Water

Date/TW Initials: \_\_\_\_\_

**Sonoma County Water Agency**

**Brown and Caldwell**, a California corporation

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
August 12, 2025

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

# **Exhibit A**

## **Scope of Work**

### **1. GENERAL**

- 1.1. Perform the below tasks for preparation of Sonoma Water's 2025 Wholesale Urban Water Management Plan (2025 UWMP) in compliance with the California Water Code and the general requirements of the California Department of Water Resources (DWR) Urban Water Management Plan Guidebook 2025.
- 1.2. Include the standardized tables and appendices that consist of supporting documentation including, but not limited to, the adopting resolution, water shortage contingency resolution, copies of pertinent groundwater management plans, and GIS share file of the service area.
- 1.3. Complete the DWR checklist.

### **2. TASK 1 – PRELIMINARY WORK**

- 2.1. Timeline.
  - a. Contents. Prepare a timeline that includes, but is not limited to, the following:
    - i. Timeline for Sonoma Water and Water Contractors and customers to submit data.
    - ii. Timeline to coordinate the Water Contractors' population projections and demand projections, and Sonoma Water's projected wholesale water supplies.
    - iii. Timeline for participation in Technical Advisory Committee (TAC), TAC ad-hoc, and Water Advisory Committee (WAC) meetings.
    - iv. Timeline for the preparation of the 2025 UWMP, Sonoma Water reviews, and corresponding public review process.
  - b. Review. Submit timeline to Sonoma Water for review.
    - i. First Draft: Prepare the timeline in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return the draft timeline to Consultant with comments or approval in writing.
    - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft timeline and resubmit for Sonoma Water approval. The additional number of drafts, if more than three drafts, will be agreed to by Consultant and Sonoma Water.
  - c. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved timeline to Sonoma Water in accordance with the date listed for this deliverable.



## 2.2. New DWR Requirements.

- a. Review DWR requirements and changes to the Water Code for the 2025 UWMP that have changed since the 2020 UWMP.
- b. Contents: Prepare a memorandum that includes, but is not limited to, the following:
  - i. Summary of new DWR requirements.
  - ii. Recommended course of action, including any coordination needed for consistency between Sonoma Water's and Water Contractor's and customers' 2025 UWMPs.
  - i. Other information as appropriate or as requested by Sonoma Water and mutually agreed upon.
- c. Review. Submit memorandum to Sonoma Water for review.
  - i. First Draft: Prepare the memorandum in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return the draft memorandum to Consultant with comments or approval in writing.
  - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft memorandum and resubmit for Sonoma Water approval. The additional number of drafts, if more than three drafts, will be agreed to by Consultant and Sonoma Water.
- d. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved memorandum to Sonoma Water in accordance with the date listed for this deliverable.

## 2.3. Data Collection and Review.

- a. Prepare a written data request and submit to Sonoma Water, Water Contractors, and other customers.
- b. Attend up to two one-hour meetings with Sonoma Water, stakeholders, and representatives from its Water Contractors and customers to discuss data needed to prepare the 2025 UWMP.
- c. Review and organize the data provided by Sonoma Water and the Water Contractors and customers to be incorporated into the UWMP.

<b>Task 1 Deliverables</b>	<b>Due Date</b>
Draft Timeline (2.1)	In accordance with the timeline developed under this Task 1
Final Timeline (2.1)	In accordance with the timeline developed under this Task 1
Draft Memorandum (2.2)	In accordance with the timeline developed under this Task 1
Final Memorandum (2.2)	In accordance with the timeline developed under this Task 1

<b>Task 1 Deliverables</b>	<b>Due Date</b>
Draft Data Request (2.3)	In accordance with the timeline developed under this Task 1
Final Data Request (2.3)	In accordance with the timeline developed under this Task 1

### 3. **TASK 2 – PREPARATION OF THE TECHNICAL ELEMENTS OF THE 2025 UWMP**

#### 3.1. UWMP Introduction and Overview.

- a. Provide a simple layperson’s description and synopsis of the fundamental determinations of Sonoma Water’s 2025 UWMP including, but not limited to, descriptions of:
  - i. Plan Organization.
  - ii. Assumptions/Challenges.
  - iii. Water service reliability.
  - iv. Strategies for managing reliability risks.
  - v. Other information as appropriate or as requested by Sonoma Water and mutually agreed upon.

#### 3.2. Agency Coordination.

- a. Assist Sonoma Water in coordinating with appropriate agencies, including other water suppliers, wastewater agencies, and relevant public agencies.
- b. Work with Sonoma Water to identify the applicable agencies.
- c. Document coordination efforts in the 2025 UWMP, including descriptions of:
  - i. Names of each agency and organization contacted in the preparation of the UWMP.
  - ii. Notification by Sonoma Water to pertinent agencies 60 calendar days prior to the 2025 UWMP public hearing.
  - iii. Submittal of 2025 UWMP to DWR and other required agencies within 30 calendar days of adoption by Sonoma Water’s Board of Directors.
  - iv. Proof of public hearing.

#### 3.3. System Description.

- a. Describe the characteristics of Sonoma Water’s water system and service area, including socioeconomic information, description of current and projected land uses and a simple layperson’s description of reliability.
- b. Describe each Water Contractor’s reported historical and projected population and methodology, as required by DWR for wholesale water suppliers, and present the sum of the population estimates within the service area and the methodology used to quantify current and projected population by the Water Contractors.

### 3.4. System Water Use.

- a. Develop projected need for Sonoma Water's wholesale water based on the total demand and wholesale water needs projected by the Water Contractors.
- b. Summarize historical and projected water demands for wholesale water supplies of Sonoma Water's other customers based on input from Sonoma Water.
- c. As part of the water use analysis, summarize Water Contractor-provided future needs for Sonoma Water wholesale supplies by demand sector in 5-year increments through 2050. The water demands in dry years may be expressed as different values depending on how information is presented in the Water Contractors' demand projections.
- d. Quantify the water demand of other water uses such as for saline barriers, groundwater recharge, and conjunctive use, and present transmission system losses provided by Sonoma Water.

### 3.5. System Supplies.

- a. Describe and quantify existing and planned sources of water available to Sonoma Water through 2050 in 5-year increments including, but not limited to, groundwater, surface water, and any other supplies identified by Sonoma Water.
  - i. Groundwater.
    - a) Present an overview of the groundwater resource, the extent of Sonoma Water's reliance on the groundwater source, the relevant groundwater sustainability plans, and the plans for aquifer storage and recovery and regional groundwater banking.
    - b) Include the names of the groundwater basins and sub-basins in the county, along with a map of the basins, a list of other known users of the basins, and a discussion of known issues, such as changes in groundwater levels, water quality issues, yield, and subsidence.
    - c) Identify the location and amount of groundwater pumped over the last 5 years and projected withdrawals from 2025 through 2050 in 5-year increments.
  - ii. Surface Water. Describe the surface water supplies for normal and dry years based on information supplied by Sonoma Water, including Sonoma Water's water rights or contracts and historical use.
  - iii. Transfers and Exchanges.
    - a) Characterize opportunities for exchanges or transfers of water on a short-term or long-term basis.
    - b) Describe opportunities for development of desalinated water, including brackish water and impaired groundwater.

- b. Include an estimate provided by Sonoma Water on anticipated supply available during a normal, single-dry, and five-consecutive dry years in 5-year increments through 2050.
- c. Present the water-energy intensity reporting based on Sonoma Water's annual use of energy compared to the amount of water supplied.

### 3.6. Water Supply Reliability Assessment.

- a. Describe the reliability of Sonoma Water's water supplies, including addressing inconsistent sources, water quality issues, reliability by year type, supply and demand comparison, regional supply reliability, and climate change.
- b. Based on modeling developed by Sonoma Water, describe the reliability of the water supplies and vulnerability to seasonal and dry year shortages, identify the years that represent each year type, and estimate the percentage or volume of water supply expected if there were to be a repeat of the hydrology from the type of year.
- c. Compare the total water supply available to the portion of the Water Contractors' and other customers' projected water use to be met by Sonoma Water over the next 25 years, in 5-year increments, for a normal water year, a single-dry water year, and for a period of drought lasting five consecutive water years.
- d. Discuss actions to address identified shortages.
- e. Coordinate with Sonoma Water to determine the appropriate basis of water year data to use when defining the 5-year drought hydrologic conditions for the required Drought Risk Assessment (DRA).
- f. Prepare and provide a description of the DRA, including:
  - i. Data and methods used.
  - ii. Basis for the supply shortage conditions.
  - iii. Determination of the reliability of each source.
  - iv. Comparison of total water supplies and uses during the drought.
- g. Describe efforts by Sonoma Water to address seismic risk to its infrastructure and refer to the Sonoma County Hazard Mitigation Plan from 2024.
- h. Provide a qualitative discussion on the potential impacts of climate change on future supply reliability.
- i. Describe the reliability and vulnerability of the water supply to seasonal or climatic shortage based on information provided by Sonoma Water and Sonoma Water's climate change planning projects.

### 3.7. Water Shortage Contingency Plan.

- a. Review and update the existing water shortage contingency plan (WSCP) to comply with requirements of the Water Code (§10632).

- b. Work with Sonoma Water to confirm the WSCP includes the following elements:
    - i. Updated procedures for an annual water supply and demand assessment, including key data inputs and methodology for evaluating supply reliability for the current year and one dry year.
    - ii. Six standard water shortage levels corresponding to progressive ranges of up to 10, 20, 30, 40, and 50 percent shortages and greater than 50 percent shortage.
    - iii. Shortage response actions that align with the defined shortage levels.
    - iv. Communication protocols and procedures to inform the Water Contractors and other customers, the public, interested parties, and local, regional, and state governments regarding current or predicted shortages, shortage response actions triggered, or anticipated to be triggered, and other relevant communications.
    - v. A description of the legal authorities that empower the Sonoma Water to implement and enforce its shortage response actions.
    - vi. A description of the financial consequences of, and responses for, drought conditions.
    - vii. Reevaluation and improvement procedures for monitoring and updating the WSCP.
- 3.8. Demand Management Measures.
- a. Present a description of Sonoma Water’s measures, programs, and policies that help the Water Contractors achieve their water use targets.
  - b. Work with Sonoma Water to prepare narrative descriptions of the implementation of the wholesaler demand management measures (DMMs) and wholesaler supplier assistance program.

<b>Task 2 Deliverables</b>	<b>Due Date</b>
Introduction and overview documents (3.1)	Included in deliverable for Task 3
Agency coordination documentation (3.2)	Included in deliverable for Task 3
System description (3.3)	Included in deliverable for Task 3
Water system use summary (3.4)	Included in deliverable for Task 3
System supplies (3.5)	Included in deliverable for Task 3
Water supply reliability assessment (3.6)	Included in deliverable for Task 3
Water shortage contingency plan (3.7)	Included in deliverable for Task 3
Demand management measures (3.8)	Included in deliverable for Task 3

#### **4. TASK 3 – PLAN PREPARATION, ADOPTION, AND SUBMITTAL**

##### **4.1. Draft 2025 UWMP.**

- a. Prepare two drafts of the 2025 UWMP for Sonoma Water staff review that includes, but is not limited to, the work performed under Task 2:
  - i. Draft 2025 UWMP.
  - ii. Revised Draft 2025 UWMP.
- b. Review. Submit each UWMP to Sonoma Water for review.
  - i. First Draft: Prepare in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return the draft to Consultant with comments or approval in writing.
  - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft and resubmit for Sonoma Water approval. The additional number of drafts, if more than three drafts, will be agreed to by Consultant and Sonoma Water.
- c. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved UWMP to Sonoma Water in accordance with the date listed for this deliverable.
- d. If requested by Sonoma Water, conduct up to two review meetings, and prepare agendas and minutes for the meetings and submit to Sonoma Water for review and approval.
  - i. First Draft: Prepare in agendas and minutes draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return the drafts to Consultant with comments or approval in writing.
  - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the drafts and resubmit for Sonoma Water approval. The additional number of drafts, if more than three drafts, will be agreed to by Consultant and Sonoma Water.
  - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved agendas and minutes to Sonoma Water in accordance with the date listed for this deliverable.

##### **4.2. Public Review Draft 2025 UWMP.**

- a. Prepare the Public Review 2025 UWMP based upon comments received from Sonoma Water on the Revised Draft 2025 UWMP
  - i. Review. Submit each Public Review Draft 2025 UWMP to Sonoma Water for review.
    - a) First Draft: Prepare in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this

deliverable. Sonoma Water will return the draft to Consultant with comments or approval in writing.

- b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft and resubmit for Sonoma Water approval. The additional number of drafts, if more than three drafts, will be agreed to by Consultant and Sonoma Water.

- ii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved UWMP to Sonoma Water in accordance with the date listed for this deliverable.

- b. Conduct a meeting with Sonoma Water prior to the presentations and public meeting to prepare for the meetings, discuss how to address comments, and review the presentation planned for the WAC and Sonoma Water's Board of Directors.

- i. First Draft: Prepare agendas and minutes in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return the drafts to Consultant with comments or approval in writing.
- ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the drafts and resubmit for Sonoma Water approval. The additional number of drafts, if more than three drafts, will be agreed to by Consultant and Sonoma Water.
- iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved agendas and minutes to Sonoma Water in accordance with the date listed for this deliverable.

#### 4.3. WAC Presentation.

- a. Prepare a PowerPoint presentation that provides an overview of Sonoma Water's 2025 UWMP.
  - i. Review. Submit the presentation to Sonoma Water for review.
    - a) First Draft: Prepare in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return the draft to Consultant with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft and resubmit for Sonoma Water approval. The additional number of drafts, if more than three drafts, will be agreed to by Consultant and Sonoma Water.
  - ii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved presentation to Sonoma Water in accordance with the date listed for this deliverable.

- b. Collaborate with Sonoma Water to give the presentation of Sonoma Water's 2025 UWMP to the WAC.
- 4.4. Board Presentation, Public Meeting, and Adoption.
  - a. Attend Sonoma Water's Board of Directors meeting to present the 2025 UWMP, assist with the public hearing, and answer questions.
  - b. Prepare a PowerPoint presentation that summarizes the 2025 UWMP.
    - i. Review. Submit the presentation to Sonoma Water for review.
      - a) First Draft: Prepare in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return the draft to Consultant with comments or approval in writing.
      - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft and resubmit for Sonoma Water approval. The additional number of drafts, if more than three drafts, will be agreed to by Consultant and Sonoma Water.
    - ii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved presentation to Sonoma Water in accordance with the date listed for this deliverable.
  - c. Attend a second Board of Directors meeting if the adoption item is continued to a second meeting.
- 4.5. Final 2025 UWMP.
  - a. Meet with the Sonoma Water once to discuss how to resolve public, stakeholder, and Board of Directors comments and finalize the 2025 UWMP.
  - b. Revise the Public Review Draft 2025 UWMP based upon comments received from public review and the Board of Directors.
    - i. Review. Submit each UWMP to Sonoma Water for review.
      - a) First Draft: Prepare in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return the draft to Consultant with comments or approval in writing.
      - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft and resubmit for Sonoma Water approval. The additional number of drafts, if more than three drafts, will be agreed to by Consultant and Sonoma Water.
    - ii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved UWMP to Sonoma Water in accordance with the date listed for this deliverable.
  - c. Submit the approved 2025 UWMP electronically (PDF format) to DWR, the California State Library, and applicable cities and counties.



- d. Submit the approved Final 2025 UWMP using DWR's online portal.
- e. If DWR staff has review comments on the plan, prepare a response to those comments.
  - i. Review. Submit the responses to Sonoma Water for review.
    - a) First Draft: Prepare in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return the draft to Consultant with comments or approval in writing.
    - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft and resubmit for Sonoma Water approval. The additional number of drafts, if more than three drafts, will be agreed to by Consultant and Sonoma Water.
  - ii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved responses to Sonoma Water in accordance with the date listed for this deliverable.
- f. Submit final approved responses to DWR on behalf of Sonoma Water.

<b>Task 3 Deliverables</b>	<b>Due Date</b>
Draft of Draft UWMP, .doc and .pdf formats (4.1)	In accordance with the timeline developed under Task 1
Final of Draft UWMP, .doc and .pdf formats (4.1)	In accordance with the timeline developed under Task 1
Draft of Revised Draft, .doc and .pdf formats (4.1)	In accordance with the timeline developed under Task 1
Final of Revised Draft, .doc and .pdf formats (4.1)	In accordance with the timeline developed under Task 1
Draft meeting agendas (4.1, 4.2)	In accordance with the timeline developed under Task 1
Final meeting agendas (4.1, 4.2)	In accordance with the timeline developed under Task 1
Draft meeting minutes (4.1, 4.2)	In accordance with the timeline developed under Task 1
Final meeting minutes (4.1, 4.2)	In accordance with the timeline developed under Task 1
Draft of Public Review Draft, .doc and .pdf formats (4.2)	In accordance with the timeline developed under Task 1
Final of Public Review Draft, .doc and .pdf formats, and five hard copies (4.2)	In accordance with the timeline developed under Task 1
Draft PowerPoint WAC Presentation (4.3)	In accordance with the timeline developed under Task 1
Final PowerPoint WAC Presentation (4.3)	In accordance with the timeline developed under Task 1

<b>Task 3 Deliverables</b>	<b>Due Date</b>
Draft PowerPoint Board of Directors Presentation (4.4)	In accordance with the timeline developed under Task 1
Final PowerPoint Board of Directors Presentation (4.4)	In accordance with the timeline developed under Task 1
Draft of Final UWMP, .doc and .pdf formats (4.5)	In accordance with the timeline developed under Task 1
Final UWMP, .doc and .pdf formats, and five hard copies (4.5)	In accordance with the timeline developed under Task 1
Draft Responses to DWR (4.5)	In accordance with the timeline developed under Task 1
Final Responses to DWR (4.5)	In accordance with the timeline developed under Task 1

## 5. **TASK 4 –MONTHLY REPORTS AND MEETINGS**

### 5.1. Monthly Reports.

- a. Prepare monthly reports. Submit to Sonoma Water in accordance with the date listed for this deliverable.
- b. Include the following in each monthly report:
  - i. A detailed list of work performed.
  - ii. Dates and subject of meetings conducted, meeting attendees, and summary of meeting results.
  - iii. Other information as appropriate or as requested by Sonoma Water and mutually agreed upon.

### 5.2. Kickoff and Progress Meetings.

- a. Hold one kickoff meeting to review project scope, schedule, critical success factors, project challenges/risk, and data request (Task 1).
- b. Attend biweekly (every two weeks), 30-minute progress meetings by phone with Sonoma Water to coordinate and collaboratively monitor project progress.

### 5.3. WAC/TAC Meetings.

- a. If needed, attend up to one WAC meeting and/or three TAC or TAC ad- hoc meetings in addition to the meetings in Tasks 1 through 3 to orally present project updates.

### 5.4. Meeting Agendas, Materials, and Minutes.

- a. Prepare meeting agendas, materials, and minutes.
- b. Review. Submit the revised update to Sonoma Water for review.
  - i. First Draft: Prepare in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable.

Sonoma Water will return the draft to Consultant with comments or approval in writing.

- ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft and resubmit for Sonoma Water approval. The additional number of drafts, if more than three drafts, will be agreed to by Consultant and Sonoma Water.
- c. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved meeting agendas, materials, and minutes to Sonoma Water in accordance with the date listed for this deliverable.

<b>Task 4 Deliverables</b>	<b>Due Date</b>
Monthly Report	Monthly with invoices
Draft meeting agendas (5.4)	In accordance with the timeline developed under Task 1
Final meeting agendas (5.4)	In accordance with the timeline developed under Task 1
Draft meeting materials (5.4)	In accordance with the timeline developed under Task 1
Final meeting materials (5.4)	In accordance with the timeline developed under Task 1
Draft meeting minutes (5.4)	In accordance with the timeline developed under Task 1
Final meeting minutes (5.4)	In accordance with the timeline developed under Task 1

## Exhibit B

### Schedule of Costs

PERSONNEL	
Title	Hourly Rates
Project Manager	\$234
Principle in Charge	\$373
Project Engineer	\$261
Project Engineer	\$203
QC Reviewer	\$327
Project Analyst	\$139
Billing	\$115
Graphics	\$170
Word Processing	\$115
ADA Formatting	\$165
EXPENSES	
Item	Cost
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	Current IRS rate

## Exhibit C

### Estimated Budget for Scope of Work

Sonoma Water 2025 UWMP																	
		Katie Ruby	Paul Selsky	Rene Guillen	Jesse Scolavino	Melanie Holton	Jacki Bates	Sara Romero	Susan Sicora	Dawn Schock	Irasema Uresti			Travel Expenses	APC	Total Expense Effort	Total Effort
Phase	Phase Description	Project Manager	Principal-In-Charge	Project Engineer	Project Engineer	QC Reviewer	Project Analyst	Billing	Graphics	Word Processing	ADA Formatting	Total Labor Hours	Total Labor Effort				
		\$234.00	\$373.00	\$261.00	\$203.00	\$327.00	\$139.00	\$115.00	\$170.00	\$115.00	\$165.00						
100	<b>Preliminary Work</b>	12	2	8	48	4	0	0	0	4	4	82	17,814	0	656	656	18,470
001	New DWR Requirements	4	0	0	24	4	0	0	0	4	4	40	8,236	0	320	320	8,556
002	Data Collection and Review	8	2	8	24	0	0	0	0	0	0	42	9,578	0	336	336	9,914
200	<b>UWMP Technical Elements</b>	64	16	36	64	0	0	0	0	0	0	180	43,332	0	1,440	1,440	44,772
001	Introduction and Overview	8	2	0	0	0	0	0	0	0	0	10	2,618	0	80	80	2,698
002	Agency Coordination	8	2	0	0	0	0	0	0	0	0	10	2,618	0	80	80	2,698
003	System Description	4	2	4	0	0	0	0	0	0	0	10	2,726	0	80	80	2,806
004	System Water Use	24	2	0	0	0	0	0	0	0	0	26	6,362	0	208	208	6,570
005	System Supplies	4	2	16	24	0	0	0	0	0	0	46	10,730	0	368	368	11,098
006	Water Supply Reliability Assessment	4	2	8	20	0	0	0	0	0	0	34	7,830	0	272	272	8,102
007	Water Shortage Contingency	4	2	8	20	0	0	0	0	0	0	34	7,830	0	272	272	8,102
008	Demand Management Measures	8	2	0	0	0	0	0	0	0	0	10	2,618	0	80	80	2,698
300	<b>UWMP Preparation</b>	84	10	60	88	24	0	0	4	28	16	314	71,298	250	2,512	2,762	74,060
001	Draft 2025 UWMP	24	4	20	24	8	0	0	0	12	0	92	21,196	0	736	736	21,932
002	Revised Draft 2025 UWMP	16	0	12	16	8	0	0	0	8	0	60	13,660	0	480	480	14,140
003	Public Review Draft UWMP	16	2	16	24	4	0	0	0	4	12	78	17,286	0	624	624	17,910
004	Board Pres., Public Hearing, Board Adoption	16	2	8	16	2	0	0	4	0	0	48	11,160	250	384	634	11,794
005	Final 2025 UWMP	12	2	4	8	2	0	0	0	4	4	36	7,996	0	288	288	8,284
400	<b>Project Management and Meetings</b>	114	28	8	8	0	42	14	4	0	0	218	49,194	1,250	1,744	2,994	52,188
001	PM and Progress Reporting	42	0	0	0	0	42	14	0	0	0	98	17,276	0	784	784	18,060
002	Kickoff and Progress Meetings	48	12	8	8	0	0	0	0	0	0	76	19,654	250	608	858	20,512
003	TAC/WAC Meetings	24	16	0	0	0	0	0	4	0	0	44	12,264	1,000	352	1,352	13,616
<b>GRAND TOTAL</b>		<b>274</b>	<b>56</b>	<b>112</b>	<b>208</b>	<b>28</b>	<b>42</b>	<b>14</b>	<b>8</b>	<b>32</b>	<b>20</b>	<b>794</b>	<b>181,638</b>	<b>1,500</b>	<b>6,352</b>	<b>7,852</b>	<b>189,490</b>

## **Exhibit D**

### **Insurance Requirements**

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

#### **1. INSURANCE**

- 1.1. Workers Compensation and Employers Liability Insurance
  - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
  - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
  - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
  - d. Required Evidence of Insurance: Certificate of Insurance.
  - e. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
  - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
  - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
  - c. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
  - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
  - f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
  - g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
  - h. Required Evidence of Insurance: Certificate of Insurance.
- 1.3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
  - b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
  - c. Insurance shall cover hired and non-owned autos.
  - d. Required Evidence of Insurance: Certificate of Insurance.
- 1.4. Professional Liability/Errors and Omissions Insurance
- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$2,000,000 annual aggregate.
  - b. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water.
  - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
  - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
  - e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

- 1.5. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference:  
TW 24/25-055.
  - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4 above.
  - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403-9019.
  - d. Consultant shall submit current Evidence of Insurance prior to the renewal or replacement of any existing insurance policy.
  - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
  - f. Upon written request, copies of required insurance policies must be provided within thirty (30) days but with confidential information redacted.
- 1.7. Policy Obligations
- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.8. Material Breach
- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Consultant, Sonoma Water may deduct from sums due to Consultant any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.