

DRAFT Second Amended and Restated Agreement for Computerized Maintenance Management System

This second amended and restated agreement (“Second Amended and Restated Agreement” or “Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”) and **NEXGEN Asset Management**, a Nevada 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 certifies that it is a Nevada corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified asset management firm, experienced in asset management planning, implementation, and related services.
- B. Sonoma Water has multiple data management systems for managing and maintaining its infrastructure assets. To integrate available information to enhance the decision-making process for management of these assets, Sonoma Water has initiated a multi-phased Asset Management Program (AMP).
- C. A component of one of the phases of the AMP includes replacing the existing computerized maintenance management system (CMMS) with one that can provide better asset management and tracking, better data for asset condition analysis, and easier and more efficient usage for Sonoma Water.
- D. Under this Agreement, Consultant will design, implement, and provide training and follow-up support for CMMS including: provide implementation, security, and system transition plans; develop asset inventory hierarchy and numbering schema; perform data migration, system configuration, and system integration; prepare documentation; perform system and user acceptance testing; develop customized reporting; conduct pre-deployment training for Sonoma Water; and provide support during and after the implementation of the CMMS.
- E. Sonoma Water and Consultant first entered into this Agreement on December 13, 2022, in the amount of \$940,280.
- F. The First Amended and Restated Agreement expanded the scope of work to include optional services and extended the Agreement term by one year for a new term end date of December 31, 2025, with no change to the not-to-exceed amount of \$940,280.
- G. In addition, the First Amended and Restated Agreement corrected Consultant’s registered business name from “NEXGEN Asset Management, Inc.” to “NEXGEN Asset Management.”
- H. This Second Amended and Restated Agreement increases the amount by \$24,500 with no change to the term end date for a new not-to-exceed Agreement amount of \$964,780.
- I. This Second Amended and Restated Agreement supersedes all previous agreements and amendments between the parties.

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 and Lump Sums Schedule of Costs.
- c. Exhibit C: Cost Estimates and Lump Sums Breakdown of Costs.
- 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:

Sonoma Water	Consultant
Project Manager: David Royall 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-521-1892 Email: David.Royall@scwa.ca.gov	Contact: Vincent Yee 4010 Lennane Drive Sacramento, California 95834 Phone: 916-564-8000 x300 Email: vyee@nexgenam.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Same address as above

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, including all state

and local orders and guidance related to COVID-19 as may be amended from time to time, 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 \$964,780.
- b. Total costs for Tasks 1 and 15 shall not exceed \$155,800.
- c. Total costs for Tasks 2 through 14 shall not exceed \$674,886.
- d. Total costs for Optional Task 16, if requested in writing by Sonoma Water, shall not exceed \$134,094.

4.2. *Method of Payment for Task 1, Task 15, and Optional Task 16:* Consultant shall be paid in accordance with Exhibit B (Schedule of Costs and Lump Sums

Breakdown of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B.

- 4.3. *Method of Payment for Tasks 2 through 14:* Consultant shall be paid in accordance with the following terms:
- a. Consultant shall be paid the amounts listed in Exhibit B (Schedule of Costs and Lump Sums Schedule of Costs), regardless of the number of hours or length of time necessary for Consultant to complete the services.
 - b. A breakdown of costs used to derive the lump sum amounts including, but not limited to, hourly rates, estimated travel expenses and other applicable expenses, is specified in Exhibit C (Cost Estimates and Lump Sums Breakdown of Costs), attached hereto and incorporated herein by this reference.
 - c. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services.
- 4.4. *Invoices:*
- a. Task 1, Task 15, and Optional Task 16: 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.
 - b. Tasks 2 through 14: Consultant shall submit its bills in arrears upon final acceptance of work under the appropriate item for Tasks 2 through 14 based on work completed for the period, in a form approved by Sonoma Water.
 - c. The bills shall show or include:
 - i. Consultant name.
 - ii. Agreement title and TW 21/22-009B.
 - iii. Sonoma Water's Project-Activity Code X0505C001.
 - iv. Task performed with an itemized description of services rendered by date.
 - v. Summary of work performed by subconsultants, as described in Paragraph 15.4.
 - vi. In addition to the above, for Task 1, Task 15, and Optional Task 16, include the following items:
 - a) Time in quarter hours devoted to the task.
 - b) Hourly rate or rates of the persons performing the task.
 - c) List of reimbursable materials and expenses.
 - d) Copies of receipts for reimbursable materials and expenses.
- 4.5. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Cost Estimates and Lump Sums Breakdown of Costs).

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 5 percent per year, commencing one year from the Effective Date of this Agreement 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 16 (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.

4.9. *Funding:*

- a. Funding for this Agreement is as follows:

<i>Fiscal Years</i>	<i>Appropriation</i>
2022/2023	\$750,000
2023/2024	\$190,280
2024/2025	\$24,500

- b. Availability of Funding:
 - i. Funding is available for Fiscal Year 2022/2023.

- ii. Sonoma Water's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water's Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water's Board of Directors for the purpose of this Agreement.
- iii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water's Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

5.1. *Term of Agreement:*

- a. The term of this Agreement shall be from December 13, 2022 ("Effective Date") to December 31, 2025, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma Water shall have one option to extend this Agreement for a period of one year 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.

5.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

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 13.11 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 all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to 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, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water. Sonoma County Water Agency shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. 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. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by 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 all other 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 Sonoma Water.

11. SOFTWARE/COMPUTER APPLICATION PURCHASE ONLINE ACCESSIBILITY

11.1. *Accessibility:* Sonoma Water policy requires that all Sonoma Water websites and web-based applications must be accessible to staff members and members of the public with disabilities.

11.2. *Standards:*

- a. Consultant shall certify that all Electronic and Information Technology ("EIT") products, services, or other deliverables (collectively "EIT Deliverables") furnished hereunder that will be made available to members of the general

public in connection with Sonoma Water's ordinary course of business, comply with the following accessibility standards:

- i. 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)).
 - ii. County's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
 - iii. County of Sonoma's (County's) Web Site Accessibility Policy is available online at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.
- b. The foregoing standards shall collectively be referred to hereinafter as "Sonoma Water Accessibility Standards." For the purposes of this Agreement, the term "EIT" shall include Information Technology (as defined below) and any equipment or interconnected system or subsystem of equipment that is used in the creation, conversion, or duplication of data or information including, but not limited to equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. The term "Information Technology" includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.
- 11.3. *Noncompliant EIT; Obligation to Cure:* If Sonoma Water, in its sole and absolute discretion, determines that any EIT Deliverable 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 EIT Deliverables 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 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, contractor shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- 11.4. *Upgrades Upon Renewal or Extension:* Notwithstanding the foregoing, Sonoma Water may accept EIT 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. For every EIT Deliverable accepted by Sonoma Water that does not fully comply with Sonoma Water Accessibility Standards, Consultant shall, at the discretion of Sonoma Water, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral, upon the renewal or extension date of this Agreement.

- 11.5. *Warranty; Indemnity:* Consultant represents and warrants (i) that its EIT Deliverables will be accessible to the full extent required hereunder and (ii) that it shall defend, indemnify and hold Sonoma Water harmless from and against any and all claims and expenses, including attorneys' fees and litigation expenses, that may be incurred by or asserted against Sonoma Water, its officers, agents, or employees arising out of or related to Consultant's breach of this Article 11.

12. CONTENT ONLINE ACCESSIBILITY

- 12.1. *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.
- 12.2. *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/>.
- 12.3. *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.
- 12.4. *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.

12.5. *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.

13. REPRESENTATIONS OF CONSULTANT

13.1. *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.

13.2. *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.

13.3. *Representation, Warranty and Responsibility as to Data Security:*

- a. Data Security: Consultant shall preserve, and shall ensure that its subconsultants or vendors preserve, the confidentiality, integrity, and availability of Sonoma Water data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing

environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Consultant and/or its subconsultants or vendors. Consultant agrees to, and shall ensure that its subconsultants or vendors, comply with Sonoma Water's current and future information security policies, standards, procedures, and guidelines.

- b. Encryption Requirements: Consultant shall encrypt, and shall ensure that its subconsultants or vendors encrypt, confidential information whether the data is in transit, or at rest, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g. PHI, ePHI).
- c. Security Breach: Consultant shall comply, and shall ensure that its subconsultants or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information (PII) or protected health information (e.g. PHI, ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Consultant shall:
 - i. Notify Sonoma Water by telephone and e-mail within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of information of which Consultant or its agents become aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations.
 - ii. Assume responsibility for informing all such individuals in accordance with applicable federal or state laws or regulations.
 - iii. Pursuant to Article 7 (Indemnification) of this Agreement, provide indemnity and other protection as specified therein.
- d. Request to Audit: Consultant will accommodate and upon reasonable notice by Sonoma Water, work with Sonoma Water and/or its subcontractors to submit to a random information security audit. This is to ensure that Consultant's information security practices or standards comply with Sonoma Water's information security policies, standards, procedures, and guidelines. Consultant shall ensure that its subconsultants or vendors comply with this requirement.
- e. Cyber Risk Insurance Requirements: Consultant shall include, and shall ensure that its subconsultants or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

- 13.4. *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.

- 13.5. *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.
- 13.6. *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.
- 13.7. *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.
- 13.8. *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. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 13.9. *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.

- 13.10. *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 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.
- 13.11. *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. 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.
- 13.12. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.
- 13.13. *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 asset data, including but not limited to information regarding Sonoma Water's file structures, user groups, wireless access points, business network, SCADA network, make/model of network equipment, security information, and network software ("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. Immediately 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. Consultant's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 13.11, Consultant 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.

14. DEMAND FOR ASSURANCE

14.1. 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 14 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

15. ASSIGNMENT AND DELEGATION

- 15.1. *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.
- 15.2. *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.

- 15.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 15.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 15.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 15.2:
- 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.
- 15.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. 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.

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

- 16.1. *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.
- 16.2. *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 16.

17. MISCELLANEOUS PROVISIONS

- 17.1. *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.
- 17.2. *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.
- 17.3. *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.
- 17.4. *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.
- 17.5. *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.
- 17.6. *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.

17.7. *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.

17.8. *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.

17.9. *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.

17.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

17.11. *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 21/22-009B

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: 9/25/24 JES

Sonoma County Water Agency

NEXGEN Asset Management, a Nevada
corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
November 12, 2024

By: _____
Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. PHASE 1 TASKS

1.1. Task 1: Project Management

- a. Conduct project meetings by web meetings or in-person, as requested by Sonoma Water.
- b. Prepare meeting agendas and submit to Sonoma Water in accordance with Paragraph 2.1 below.
- c. Provide meeting minutes including action items.
- d. Communicate project status to Sonoma Water weekly by email or in weekly project management team meetings.
- e. Project Management Plan (PMP):
 - i. Contents. Prepare a PMP in Microsoft PowerPoint in accordance with the Project Management Institute's Project Management Body of Knowledge (PMBOK) methodologies, including details of each of the ten PMBOK elements included below:
 - a) Project Overview.
 - b) Governance.
 - c) Scope Management.
 - d) Plan and Schedule Management.
 - e) Cost Management.
 - f) Risk, Assumptions, Issues, and Dependencies (RAID) Management.
 - g) Quality Management.
 - h) Integration Management.
 - i) Resource Management.
 - j) Communication Management.
 - ii. Submit to Sonoma Water for review in accordance with Paragraph 2.1 below.

Deliverable	Due Date
Agendas	At each meeting
Meeting minutes	Within 7 calendar days after each meeting
Project Status Updates via email	Weekly
Draft PMP	Within 60 calendar days of Effective Date
Final PMP	Within 15 calendar days of Sonoma Water's approval of draft

- 1.2. Task 2: Implementation Plan
- a. Conduct meetings with Sonoma Water’s asset management users to identify necessary functional requirements of NEXGEN asset management (NEXGEN AM) system.
 - b. Document asset management functional requirements.
 - c. Identify the necessary business processes to support the functional requirements with input from Sonoma Water.
 - d. Review existing asset management exported data and other related data provided by Sonoma Water.
 - e. Develop a data conversion plan.
 - f. Develop NEXGEN AM system implementation strategy.
 - g. Implementation Strategy Technical Memorandum:
 - i. Contents. Prepare a technical memorandum that includes, but is not limited to, the items below.
 - a) Table of Contents.
 - b) Summary of the implementation strategy.
 - c) A detailed description of the approach, asset management functional requirements, implementation strategy, and mapped business processes.
 - d) Data conversion plan.
 - e) Other information to support the technical memorandum or as requested by Sonoma Water.
 - ii. Submit to Sonoma Water for review in accordance with Paragraph 2.1 below.

Deliverable	Due Date
Draft Implementation Strategy Technical Memorandum	Within 75 calendar days of Effective Date
Final Implementation Strategy Technical Memorandum	Within 14 calendar days of Sonoma Water’s approval of draft

- 1.3. Task 3: Data Security Plan
- a. Disaster Recovery Plan.
 - i. Develop an initial disaster recovery plan that includes, but is not limited to, the following items:
 - a) Outline of exercise activities.
 - b) Schedule of disaster recovery test and exercise activities.
 - ii. Submit to Sonoma Water for draft review in accordance with Paragraph 2.1.a below.
 - b. Conduct a disaster recovery test and perform exercise activities as outlined and scheduled in the disaster recovery plan.

- c. Disaster Recovery Test After Action Report.
 - i. Contents. For each exercise and test conducted, prepare an after-action report that includes, but is not limited to, the items below:
 - a) Table of Contents.
 - b) Details of the test and exercise, including, but not limited to, the following: overview of the test and exercise, name of exercise and test, type of exercise, start date and end date, duration, location, sponsor, primary capabilities being tested, scenarios being tested, and exercise planning team.
 - c) Summary of results from the exercise and test.
 - d) Analysis of each capability being tested, including:
 - (i) Activities performed as part of the exercise.
 - (ii) Expected result and actual result.
 - (iii) Observations.
 - (iv) Analysis.
 - (v) Recommendations.
 - ii. Submit to Sonoma Water for draft review in accordance with Paragraph 2.1.a below.
- d. Improvement Plan. Prepare an improvement plan, if requested by Sonoma Water, including appropriate task ownership, due dates, and status tracking for improvement actions.
 - i. Submit to Sonoma Water for draft review in accordance with Paragraph 2.1.a below.
- e. Data Security Plan.
 - i. Develop a data security plan in compliance with ISO 27001 that includes, but is not limited to, the following items:
 - a) Final Disaster Recovery Plan as prepared in Paragraph 1.3.a.i above.
 - b) Final Disaster Recovery Test After Action Report(s) as prepared in Paragraph 1.3.b above.
 - c) Final Improvement Plan, if necessary, as prepared in 1.3.d above.
 - ii. Submit to Sonoma Water for review in accordance with Paragraph 2.1 below.

Deliverable	Due Date
Draft Disaster Recovery Plan	Within 14 calendar days of beginning of task
Final Disaster Recovery Plan	Include with Data Security Plan
Draft Disaster Recovery Test After Action Report(s)	Within 14 calendar days of beginning of task
Final Disaster Recovery Test After Action Report(s)	Include with Data Security Plan
Draft Improvement Plan	TBD

Deliverable	Due Date
Final Improvement Plan	Include with Data Security Plan (if prepared)
Draft Data Security Plan	Within 14 calendar days of beginning of task
Final Data Security Plan	Within 14 calendar days of Sonoma Water's approval of draft

- 1.4. Task 4: Asset Inventory Hierarchy Development and Numbering Schema
- a. Provide sample asset hierarchies by classes with typical asset attributes.
 - b. Collaborate with Sonoma Water to incorporate Sonoma Water's edits and modifications to the sample structure provided.
 - c. Collaborate with Sonoma Water to establish asset hierarchical structure with locations, sublocations, classes, and subclasses that will be customized for Sonoma Water.
 - d. Collaborate with Sonoma Water to organize assets into locations and classes to develop asset hierarchies.
 - e. Collaborate with Sonoma Water to create attributes for each class of asset to be collected.
 - f. Review asset inventory data provided by Sonoma Water and determine any data gaps that are still needed from Sonoma Water.
 - g. Workshop.
 - i. Conduct a workshop to establish Sonoma Water's asset numbering schema including, but not limited to, guidance on asset numbering best practices for all the locations and classes with associated acronyms identified by Sonoma Water.
 - ii. Prepare workshop agenda and submit to Sonoma Water for review in accordance with Paragraph 2.1 below.

Deliverable	Due Date
Draft asset locations and class hierarchies	Within 21 calendar days prior to workshop
Final asset locations and class hierarchies	Within 7 calendar days after the workshop
Draft asset inventory gaps to meet asset management objectives	Within 21 calendar days prior to workshop
Final asset inventory gaps to meet asset management objectives	Within 7 calendar days after the workshop
Draft asset numbering schema	Within 21 calendar days prior to workshop
Final asset numbering schema	Within 7 calendar days after the workshop
Draft workshop agenda	Within 14 calendar days prior to workshop

Deliverable	Due Date
Final workshop agenda	At the time of the workshop
Workshop minutes	Within 7 calendar days after workshop

1.5. Task 5: Data Migration

- a. Migrate Sonoma Water’s complete set of asset inventory with unique asset numbers and attributes into NEXGEN AM.
- b. Review historical asset data provided by Sonoma Water and map out the fields to be migrated into NEXGEN AM.
- c. Migrate filling meter data and calibration results from DocuShare.
- d. Using a list of the asset numbers with associated hyperlinks to files provided by Sonoma Water, link CAD drawings and O&M manuals to the asset inventory in NEXGEN AM.
- e. Review and test the data migration. In collaboration with Sonoma Water, modify any necessary changes from testing results.
- f. Submit request to Sonoma Water for final approval of the completion of the data migration.

1.6. Task 6: System Configuration

- a. Process Workflows.
 - i. In collaboration with Sonoma Water, create users, user groups, security rights, and notifications based on the business process workflows and requirements in NEXGEN AM.
 - ii. Using the data set provided by Sonoma Water, develop departments and divisions within NEXGEN AM that optimize the workflows.
 - iii. Configure the service requests and work order pull down menus that include service request types, work order tasks, causes, and resolutions.
 - iv. Configure cascade of service request types and work order tasks to departments and divisions.
- b. Preventative Maintenance.
 - i. Using the data set provided by Sonoma Water, configure preventive maintenance programs based on Sonoma Water’s current preventive maintenance (to be provided to Consultant in a spreadsheet with associated checklists) with assets, schedules, frequencies, checklists (standard operating and maintenance procedures).
- c. Notifications.
 - i. Set up notifications for Sonoma Water’s workflows and business processes.
 - ii. Set up notifications content for alerts, emails, and text messages.

Deliverable	Due Date
Optimized system configurations	Within 90 calendar days of beginning of task

1.7. Task 7: System Integration

- a. Map the layers and attributes in Sonoma Water’s ArcGIS (GIS) system with NEXGEN AM’s asset hierarchy locations and classes so that updates with GIS reflect in real-time.
- b. Configure an integration with Digalert 811 in NEXGEN AM for notifications and service requests to be directed to Sonoma Water, and completed requests to be automatically updated in USA 811.
- c. Configure active directory single sign-on in NEXGEN AM using active directory information provided by Sonoma Water.

1.8. Task 8: Technical Documentation for Administrators

- a. Develop documentation in collaboration with Sonoma Water that includes the following:
 - i. Business Processes:
 - a) Table of Contents.
 - b) Business process maps for workflows and quick reference guides.
 - ii. Configuration:
 - a) Table of Contents.
 - b) Configurations that include users, user groups, user roles, work order types, work order tasks, and preventive maintenance program.
 - iii. Integration scripts and stored procedures for system interfaces with third-party software applications.
 - iv. Data models including entity relationship diagrams after migrations and integrations (after the data migration plan and system integration plan have been developed).
 - v. Data dictionary and directories.
 - vi. Include all updates completed for the Project.
- b. Review. Submit final documentation in accordance with Paragraph 2.1.b below.

Deliverable	Due Date
Draft Business Process	Within 14 calendar days of start of Task 1.8.a.i
Draft Configuration	Within 14 calendar days of start of Task 1.8.a.ii
Draft Data Dictionary	Within 14 calendar days of start of Task 1.8.a.v
Final Business Process	Within 7 calendar days of Sonoma Water’s approval of draft

Deliverable	Due Date
Final Configuration	Within 7 calendar days of Sonoma Water's approval of draft
Final Data Dictionary	Within 7 calendar days of Sonoma Water's approval of draft

1.9. Task 9: System Testing

- a. Submit a system testing plan of the desktop and mobile versions of NEXGEN AM and submit to Sonoma Water in accordance with Paragraph 2.1.
- b. Over a two week period, Sonoma Water and Consultant will test the system.
- c. During the two-week testing period, provide support to resolve any issues or questions.
- d. Modify configurations and update documentation per Paragraph 1.8.a.vi above as necessary to optimize workflows.
- e. Submit request to Sonoma Water for final approval of the completion of system testing.

Deliverable	Due Date
Draft Testing Plan	Within 21 calendar days of start of system test
Final Testing Plan	Within 7 calendar days of start of system test

1.10. Task 10: User Acceptance Testing

- a. Prepare a user acceptance testing (UAT) plan of the desktop and mobile versions of NEXGEN AM and submit to Sonoma Water in accordance with Paragraph 2.1. UAT plan shall include, but is not limited to, the items below.
 - i. Table of Contents.
 - ii. Plan for defect tracking.
 - iii. High-level description of the UAT plan.
 - iv. Details on test cases in the system.
 - v. UAT training materials.
 - vi. Other information to support the UAT plan or as requested by Sonoma Water.
- b. In collaboration with Sonoma Water, conduct one remote web training on the UAT plan and process for up to 25 users.
- c. Prepare an agenda for the UAT training and submit a draft to Sonoma Water in accordance with Paragraph 2.1.a.
- d. During the two-week testing period, provide support to resolve any issues or questions.
- e. Modify configurations and update documentation per Paragraph 1.8.a.vi above as necessary to optimize workflows.

- f. Submit request to Sonoma Water for final approval of the completion of UAT.

Deliverable	Due Date
Draft UAT Plan	Within 21 calendar days of start of UAT
Final UAT Plan	Within 7 calendar days of start of UAT
Draft Agenda for UAT training	Within 14 calendar days prior to UAT training
Final Agenda for UAT training	At the time of the UAT training
Completion Approval	Upon completion of UAT

1.11. Task 11: System Reports

- a. Upon Sonoma Water’s approval of the completion of UAT, conduct training for standard reports included with NEXGEN AM including, but not limited to, the following: stock, ad hoc, and scheduled (push reports) reports.
 - i. Train Sonoma Water on how to develop ad hoc reports.
 - ii. Prepare and provide customized job aids and training materials, as necessary, per Paragraph 1.12.c below.
 - iii. In collaboration with Sonoma Water, create scheduled reports that will be automatically emailed to individuals based on a specific schedule.
- b. In collaboration with Sonoma Water, develop and provide up to ten custom reports.
- c. In collaboration with Sonoma Water, develop or configure up to five GIS queries for map reports.
- d. In collaboration with Sonoma Water, develop up to five custom dashboards for Sonoma Water.

Deliverable	Due Date
Up to ten custom reports	Within 49 calendar days of beginning of Task 1.11.b
Up to five GIS queries for map reports	Within 21 calendar days of beginning of Task 1.11.c
Up to five dashboard configurations	Within 21 calendar days of beginning of Task 1.11.d
Training materials	At the time of training

1.12. Task 12: Training

- a. Develop and provide training plans for Sonoma Water including field personnel, supervisors, and system administrators.
- b. Provide access to training portal for all Sonoma Water employees.
- c. Prepare and provide customized training materials for the following distinct user groups:
 - i. Field personnel.

- ii. Supervisors.
- iii. System administrators.
- d. In coordination with Sonoma Water, schedule and conduct onsite training for each group as follows:
 - i. Up to 40 hours for supervisors.
 - ii. Up to 40 hours for field personnel.
 - iii. Up to 20 hours for system administrators.

Deliverable	Due Date
Draft training plan for each group	Within 14 calendar days prior to workshop
Final training plan for each group	At the time of the training
Custom training materials	At the time of the training

- 1.13. Task 13: Production Cut-Over Plan (Deployment)
- a. Develop a production cut-over plan to transition from Sonoma Water’s existing system to NEXGEN AM, and submit to Sonoma Water in accordance with Paragraph 2.1 below.
 - b. Migrate remaining data (production) since data migration (test).
 - c. Provide support during Sonoma Water’s production checkout.

Deliverable	Due Date
Draft production cut-over plan	Within 7 calendar days of beginning of Task 1.13.a.
Final production cut-over plan	Within 7 calendar days of Sonoma Water approval of draft plan

- 1.14. Task 14: Go-Live Support
- a. Provide up to 40 hours of remote go-live support upon go-live date.
 - b. Receive and respond to support requests via support tickets or emails sent to support@nexgenam.com.

- 1.15. Task 15: Follow Up Support
- a. Post-deployment training:
 - i. Conduct up to 20 hours of web conference call “office hours” for two months after deployment to provide opportunities for questions or additional training and support.
 - ii. Conduct up to 40 hours total of on-site training after three months of deployment to provide additional support.

- 1.16. Optional Task 16: Additional Services
- a. Do not proceed with this task unless requested in writing by Sonoma Water.

- b. Perform additional services as requested by Sonoma Water to support the work under this Agreement. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.

Deliverable	Due Date
To be determined	To be determined

2. DELIVERABLES

- 2.1. Submittal of Deliverables:
 - a. Draft Review. Submit the deliverable to Sonoma Water for review.
 - i. First Draft: Prepare the deliverable 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 report to Consultant with comments or approval in writing.
 - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval.
 - b. Final Submittal. Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for this deliverable.
- 2.2. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 2.3. Comply with requirements of Article 11 (Software/Computer Application Purchase Online Accessibility) and Article 12 (Content Online Accessibility).
- 2.4. Include Agreement title and TW 21/22-009B on first page or cover of each deliverable.

Exhibit B

Schedule of Costs and Lump Sums Breakdown of Costs

1. SCHEDULE OF COSTS FOR TASKS 1 AND 15, AND OPTIONAL TASK 16

PERSONNEL	
Title(s)	Hourly Rate(s)
Program Manager	\$300
Project Manager	\$280
Senior Developer	\$280
Senior Implementation Specialist	\$280
Senior Trainer	\$260
Project Implementer	\$240
Software Developer	\$240
EXPENSES	
Item	Cost
Subconsultants	at cost
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	current IRS rate
Rental car	daily rate, at cost
Hotel	At cost, not to exceed \$250 per night per room, as approved by Sonoma Water
Travel expenses per day (excluding alcohol)	\$90 per person

2. LUMP SUMS BREAKDOWN OF COSTS FOR TASKS 2 THROUGH 14

Task No.	Task Title	Lump Sum Amount
2	Implementation Plan	\$80,120
3	Data Security Plan	\$19,800
4	Asset Inventory Hierarchy Development & Numbering Schema	\$33,000
5	Data Migration	\$127,900
6	System Configuration	\$118,800
7	System Integration	\$36,520
8	Documentation	\$62,040
9	System Testing	\$59,840
10	User Acceptance Testing	\$59,840
11	Reporting	\$64,680
12	Training	\$70,440
13	Production Cut Over Plan	\$28,160
14	Go Live Support	\$37,840

Exhibit C

Cost Estimates and Lump Sums Breakdown of Costs (Original Agreement)

1. ESTIMATED BUDGET FOR SCOPE OF WORK TASKS 1 AND 15

Task Name	PM	Sr. MT	MT2	MT1	Labor (hr)	Total Cost
1-01. Project Management	160	80	160		400	\$ 114,400
1-15. Follow Up Support	20	40	80	40	180	\$ 51,400
Total =	180	120	240	40	580	\$ 165,800

2. LUMP SUMS BREAKDOWN OF COSTS FOR TASKS 2 THROUGH 14

Task Name	PM	Sr. MT	MT2	MT1	Labor (hr)	Labor (\$)	Expense	Total Cost
1-02. Implementation Plan	60	60	80	80	280	\$ 69,200	\$ 10,920	\$ 80,120
1-03. Data Security Plan	10	40	20		70	\$ 18,000	\$ 1,800	\$ 19,800
1-04. Asset Hierarchy Schema	40		60	20	120	\$ 30,000	\$ 3,000	\$ 33,000
1-05. Data Migration	20	40	160	180	400	\$ 94,000	\$ 9,400	\$ 103,400
1-06. System Configuration	20	40	200	200	460	\$108,000	\$ 10,800	\$ 118,800
1-07. System Integration		40	40	60	140	\$ 33,200	\$ 3,320	\$ 36,520
1-08. Documentation	10	80	100	40	230	\$ 56,400	\$ 5,640	\$ 62,040
1-09. System Testing	20	80	80	40	220	\$ 54,400	\$ 5,440	\$ 59,840
1-10. User Acceptance Testing	20	80	80	40	220	\$ 54,400	\$ 5,440	\$ 59,840
1-11. Reporting	10	40	80	120	250	\$ 58,800	\$ 5,880	\$ 64,680
1-12. Training	10	80	80	80	250	\$ 60,400	\$ 10,040	\$ 70,440
1-13. Production Cut Over Plan	20	40	40		100	\$ 25,600	\$ 2,560	\$ 28,160
1-14. Go Live Support	20	40	40	40	140	\$ 34,400	\$ 3,440	\$ 37,840
Total =	260	660	1,060	900	2,880	\$ 696,800	\$ 77,680	\$ 774,480

Cost Estimates and Lump Sums Breakdown of Costs (First Amended and Restated Agreement)

Estimated budget for Scope of Work Tasks 1 and 15, and Optional Task 16	
	Revised Cost
1-01 Project Management	\$110,000
1-15 Follow Up Support	\$0
1-16 Optional Support	\$134,094
Lump Sums breakdown of costs for Tasks 2 through 14	
	Revised Cost
1-02 Implementation Plan	\$80,120
1-03 Data Security Plan	\$19,800
1-04 Asset Inventory Hierarchy Development & Numbering Schema	\$33,000
1-05 Data Migration	\$103,400
1-06 System Configuration	\$118,800
1-07 System Integration 1	\$36,520
1-08 Documentation	\$62,040
1-09 System Testing 1	\$59,840
1-10 User Acceptance Testing	\$59,840
1-11 Reporting	\$64,680
1-12 Training	\$58,146
1-13 Production Cut Over Plan	\$0
1-14 Go Live Support	\$0
Total	\$940,280

Cost Estimates and Lump Sums Breakdown of Costs (Second Amended and Restated Agreement)

Estimated budget for Scope of Work Tasks 1 and 15, and Optional Task 16	
	Revised Cost
1-01 Project Management	\$110,000
1-15 Follow Up Support	\$0
1-16 Optional Support	\$134,094
Lump Sums breakdown of costs for Tasks 2 through 14	
	Revised Cost

1-02	Implementation Plan	\$80,120
1-03	Data Security Plan	\$19,800
1-04	Asset Inventory Hierarchy Development & Numbering Schema	\$33,000
1-05	Data Migration	\$127,900
1-06	System Configuration	\$118,800
1-07	System Integration 1	\$36,520
1-08	Documentation	\$62,040
1-09	System Testing 1	\$59,840
1-10	User Acceptance Testing	\$59,840
1-11	Reporting	\$64,680
1-12	Training	\$58,146
1-13	Production Cut Over Plan	\$0
1-14	Go Live Support	\$0
Total		\$964,780

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. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 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:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. 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; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water.

- c. If Consultant's services include: (1) programming, customization, or maintenance of software: or (2) access to individuals' private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
 - d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - e. 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.
 - f. 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 21/22-009B.
 - 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, CA 95403-9019.
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing 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, certified copies of required insurance policies must be provided within thirty (30) days.

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.