

Agreement for Preparation of 2020 Urban Water Management Plan and Update to Water Shortage Allocation Model

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 developing urban water management plans and water shortage allocation methodologies and related services.
- B. On February 2, 2010, Sonoma Water’s Board of Directors adopted Resolution No. 10-0085 directing Sonoma Water to update its existing annual Water Shortage Allocation Methodology and develop a methodology to allocate water supply in the summer months when diversions from the Russian River may be constrained due to reduced flows or water availability.
- C. The California Urban Water Management Planning Act (CUWMPA), sections 10610 through 10656 of the California Water Code (CWC), requires every urban water supplier which 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.
- D. 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 (hereinafter “Water Contractors and Customers”).
- E. Sonoma Water has prepared an UWMP every five years since 1985. Under this Agreement, Consultant will assist in the preparation of Sonoma Water’s 2020 UWMP and conduct an update to the Water Shortage Allocation Model.

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.

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:

Sonoma Water	Consultant
Project Manager: Paul Piazza 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-547-1968 Email: Paul.Piazza@scwa.ca.gov	Contact: Paul Selsky 11020 White Rock Road, Suite 200 Rancho Cordova, CA 95670 Phone: 916-853-5306 Email: PSelsky@BrwnCald.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Attn: Accounts Receivable Brown and Caldwell P.O. Box 45208 San Francisco, CA 94145

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. With respect to performance under this Agreement, Consultant shall employ the following key personnel:

<i>Title</i>	<i>Name</i>
Project Manager	Paul Selsky
Supporting Project Manager, QA/QC	Jennifer Gain

- d. 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 \$180,000 will be paid until the draft report 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, other than expenses specifically identified in Exhibit B.

- 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. Name of Agreement
 - 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 or rates of the persons 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 5 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. *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.
- 4.7. *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 4.7.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 4.7.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 AND COMMENCEMENT OF WORK

5.1. *Term of Agreement:*

- a. This Agreement shall expire on June 30, 2022, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article and of the first extension option.

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 12.9 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, that 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 Sonoma County Water Agency's part, 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 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 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.

- 9.2. While Consultant has made reasonable efforts to incorporate into its plan for the work under this Agreement any known current impacts of the COVID-19 pandemic, Consultant has not accounted for, and is not responsible for, unknown future changes due to the COVID-19 pandemic including, without limitation, additional restrictions by government agencies or others to the extent they delay or otherwise impact the work under this Agreement. In that event, Consultant shall notify Sonoma Water and work in good faith to equitably address any unexpected impacts therefore.

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. 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. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).

- 11.4. *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 staff 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.
- 11.5. *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.
- 11.6. *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.
- 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. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.8. *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 plans and specifications, 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.
- 12.9. *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. 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 4.3. 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.

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.

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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 20/21-021

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: _____

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
October 13, 2020

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. **TASK 1 – PRELIMINARY WORK**

- 1.1. Timeline. Within 30 days of notice to proceed, submit to Sonoma Water for approval a detailed schedule which includes the following:
 - a. Timeline for Sonoma Water and Water Contractors and customers to submit data.
 - b. Timeline to coordinate the Water Contractors' population projections and demand
 - c. projections, and Sonoma Water's projected wholesale water supplies.
 - d. Timeline for participation in Technical Advisory Committee (TAC), TAC ad-hoc, and Water Advisory Committee (WAC) meetings.
 - e. Timeline for the preparation of the 2020 UWMP, Sonoma Water reviews, and corresponding public review process.
 - f. Timeline for updating the Water Shortage Allocation Methodology and Model.
 - g. If Sonoma Water requests revisions to the draft timeline, prepare a final timeline within 7 days of receiving request for changes.
- 1.2. New DWR Requirements. BC will review new requirements for the 2020 UWMP and prepare and submit to Sonoma Water a memorandum that summarizes the new requirements and recommends a course of action. This new requirement memo will also be used to help with coordination and guide consistency between Sonoma Water's and Water Contractors' and customers' 2020 UWMPs.
- 1.3. Data Collection and Review. BC will prepare a written data request and submit to Sonoma Water, the Water Contractors, and other customers. As part of this effort, BC will attend up to two meetings with Sonoma Water, stakeholders, and representatives from its Water Contractors and customers to discuss data needed to prepare the 2020 UWMP and update the existing Water Shortage Allocation Model. BC will review and organize the data provided by Sonoma Water and the Water Contractors and customers.
- 1.4. Task 1 Deliverables
 - a. Draft and final project timeline.
 - b. Draft and final memorandum that summarizes new DWR requirements.
 - c. Draft and final data request.
- 1.5. Task 1 Assumptions
 - a. Sonoma Water may request one set of revisions to the timeline (Task 1.1) within 7 days of the draft submittal.

- b. Sonoma Water may request one set of revisions to the draft memorandum on DWR requirements (Task 1.2) and draft data request (Task 1.3) in accordance with the timeline established under Task 1.1.
- c. Each of the data collection, review, and assessment meetings will be attended by up to three BC staff and be up to one hour in duration.
- d. Sonoma Water, Water Contractors, and other customers will provide requested data in accordance with agreed upon dates included in the timeline from Task 1.1.

2. TASK 2 – PREPARATION OF THE TECHNICAL ELEMENTS OF THE 2020 UWMP

- 2.1. Agency Coordination. Assist Sonoma Water in coordinating with appropriate agencies, including other water suppliers, wastewater agencies, and relevant public agencies. BC will work with Sonoma Water staff to identify the applicable agencies, and Sonoma Water will be responsible for sending out the required notifications. BC will document coordination efforts in the 2020 UWMP, including descriptions of:
 - a. Names of each agency and organization contacted in the preparation of the UWMP.
 - b. Notification to pertinent agencies.
 - c. Submittal of 2020 UWMP to DWR.
 - d. Proof of public hearing.
- 2.2. System Description. Describe the characteristics of Sonoma Water’s water system and service area, including a simple layperson’s description of reliability. Describe each 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.
- 2.3. 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. Summarize historical and projected water demands for wholesale water supplies of Sonoma Water’s other customers based on input from Sonoma Water.
 - b. As part of the water use analysis, Water Contractors will provide and BC will summarize future needs for Sonoma Water wholesale supplies by demand sector in 5-year increments through 2045. The water demands in dry years may be expressed as different values depending on how it is presented in the Water Contractors’ demand projections.

- c. BC will 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.

2.4. System Supplies.

- a. Describe and quantify existing and planned sources of water available to Sonoma Water through 2045 in 5-year increments. These sources include groundwater, surface water, and any other supplies identified by Sonoma Water.
 - i. Groundwater. Present an overview of the groundwater resource, the extent of the Sonoma Water's reliance on the groundwater source, and the relevant groundwater sustainability plans. 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. BC will also identify the location and amount of groundwater pumped over the last 5 years and projected withdrawals from 2020 through 2045 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 and/or contracts and historical use.
 - iii. Transfers and Exchanges. Characterize opportunities for exchanges or transfers of water on a short-term or long-term basis. Describe opportunities for development of desalinated water including brackish water and impaired groundwater.
 - iv. Other Supplies. Summarize water supply strategies developed by Sonoma Water, as described in the Sonoma Water's 2018 Water Supply Strategy Action Plan. Sonoma Water projects and water supplies resulting from implementation will be quantified in collaboration with Sonoma Water. Present information on future water supply projects, including project start date, project completion date, and normal year water supply.
- 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 2045.
- c. Present the water-energy intensity reporting based on Sonoma Water's annual use of energy compared to the amount of water supplied. It is assumed that the reporting approach will consist of the annual power usage for water delivery in a recent year compared to the amount of water delivered. It is assumed that Sonoma Water will provide the annual energy usage.

2.5. 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
- d. 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. Discuss actions to address identified shortages.
- e. 2020 UWMP requirements include a 5-year drought risk assessment. BC will coordinate with Sonoma Water to determine the appropriate basis of water year data to use when defining the 5-year drought hydrologic conditions.
- f. BC will describe efforts by Sonoma Water to address seismic risk to its infrastructure and refer to the Sonoma County Hazard Mitigation Plan from 2016.
- g. BC will provide a qualitative discussion on the potential impacts of climate change on future supply reliability. The reliability and vulnerability of the water supply to seasonal or climatic shortage will be described based on information provided by Sonoma Water. Sonoma Water's climate change planning projects will also be described.

2.6. Water Shortage Contingency Plan. Review and update the existing water shortage contingency plan (WSCP) to comply with requirements of the updated Water Code (Section 10632). In addition to the 5-year drought risk assessment developed in Task 2.5, BC will work with Sonoma Water to confirm the WSCP includes the following elements.

- a. 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.
- b. 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.
- c. Shortage response actions that align with the defined shortage levels.
- d. 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.

- e. A description of the legal authorities that empower the Sonoma Water to implement and enforce its shortage response actions.
 - f. A description of the financial consequences of, and responses for, drought conditions.
 - g. Reevaluation and improvement procedures for monitoring and updating the WSCP.
- 2.7. Demand Management Measures. Present a description of Sonoma Water’s measures, programs, and policies that help the Water Contractors achieve their per capita water use targets. BC will work with Sonoma Water to prepare narrative descriptions of the implementation of the wholesaler demand management measures (DMMs) and wholesaler supplier assistance program.
- 2.8. Task 2 Deliverables
- a. Figures, tables, and narrative text consistent with Task 2 scope; to be included in Task 3 UWMP.
 - b. Task 2 Assumptions
 - c. The scope of work addresses anticipated 2020 UWMP requirements based on the California Water Code and DWR’s presentation at the UWMP Guidebook Workgroup Meeting in March 2020, though the 2020 UWMP Guidebook has not yet been finalized. Additional requirements beyond those included in the scope, if any, would warrant discussion with Sonoma Water.
 - d. Sonoma Water will provide the water supply projections for normal, single-dry, and five consecutive dry years and the appropriate basis of water year data.
 - e. Contractors will provide population and wholesale water demand projections.

3. TASK 3 – PLAN PREPARATION, ADOPTION, AND SUBMITTAL

- 3.1. Draft 2020 UWMP.
- a. This task consists of preparing three drafts of the 2020 UWMP for Sonoma Water staff review:
 - i. Staff draft 2020 UWMP
 - ii. Administrative draft 2020 UWMP
 - iii. Final administrative draft 2020 UWMP
 - b. BC will submit each draft in an electronic format (Word doc and PDF) and make revisions based on comments from Sonoma Water. Sonoma Water will provide one consolidated set of comments (in MS Word and/or an Excel comment log) on each draft within the timeframe established in Task 1.1. Up to two meetings may be held for the purpose of reviewing the submittals under this subtask.

- 3.2. Public Review Draft 2020 UWMP.
 - a. BC will prepare the public review 2020 UWMP based upon comments received from Sonoma Water on the final administrative draft 2020 UWMP. It is assumed that Sonoma Water will make the public review 2020 UWMP available to the public by posting it on Sonoma Water's website.
 - b. Pursuant to the Sonoma Water-approved timeline described in Task 1.1, BC will meet with Sonoma Water once 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.
- 3.3. WAC Presentation. Prepare a PowerPoint presentation that provides an overview of Sonoma Water's 2020 UWMP. Provide the presentation to Sonoma Water in advance for review and revise the presentation if needed to incorporate review comments. BC will collaborate with Sonoma Water staff to give the presentation of Sonoma Water's 2020 UWMP to the WAC.
- 3.4. Board Presentation, Public Meeting, and Adoption. As required by the Urban Water Management Planning Act, a public hearing regarding the 2020 UWMP will be conducted during Sonoma Water's Board of Directors meeting. Pursuant to the Sonoma Water-approved timeline described in Task 1.1, BC will attend the Board meeting to present the 2020 UWMP, assist with the public hearing, and answer questions. BC will prepare a PowerPoint presentation that summarizes the 2020 UWMP and submit to Sonoma Water in advance for review. The adoption hearing by Sonoma Water's Board of Directors must take place after the public hearing, either at the same Board meeting or a subsequent meeting. Attend a second Board of Directors meeting if the adoption item is continued to a second meeting.
- 3.5. Final 2020 UWMP.
 - a. Revise the Public Review Draft 2020 UWMP based upon comments received from public review and the Board of Directors, if any, and submit to Sonoma Water. BC will meet with the Sonoma Water once to discuss how to resolve public, stakeholder, and Board of Directors comments and finalize the 2020 UWMP.
 - b. Submit the approved 2020 UWMP electronically (PDF format) to DWR, the California State Library, and applicable cities and counties. In addition, submit the approved final 2020 UWMP using DWR's online portal. If DWR staff has review comments on the plan, BC will prepare a response to those comments.
- 3.6. Task 3 Deliverables
 - a. Two digital files (.doc and .pdf format) of the Staff Draft 2020 UWMP due to Sonoma Water for review and approval according to the timeline specified in Task 1.1.

- b. Two digital files (.doc and .pdf format) of the Administrative Draft 2020 UWMP due to Sonoma Water for review and approval according to the timeline specified in Task 1.1.
 - c. Two digital files (.doc and .pdf format) of the Final Administrative Draft 2020 UWMP due to Sonoma Water for review and approval according to the timeline specified in Task 1.1.
 - d. Five hard copies and two digital files (.doc and .pdf format) of the Public Review Draft 2020 UWMP due to Sonoma Water for review and approval according to the timeline specified in Task 1.1.
 - e. Five hard copies and two digital files (.doc and .pdf format) of the Final Approved 2020 UWMP to Sonoma Water for review and approval according to the timeline specified in Task 1.1.
- 3.7. Task 3 Assumptions
- a. BC will present UWMP data in the standardized tables and appendices required by DWR.
 - b. BC will complete the UWMP checklist and submit to Sonoma Water as part of the final report.
 - c. Each draft will undergo review by BC senior technical staff for quality control prior to submittal to Sonoma Water.
 - d. Up to three meetings will be held to review and discuss comments on draft submittals. Each meeting will be attended by up to three BC staff and be up to one hour in duration.
 - e. Sonoma Water will provide one consolidated set of comments (in MS Word and/or an Excel comment log) on each draft including the public review comments or approval in writing. Comments or approval will be provided within the timeline established under Task 1.1.
 - f. Sonoma Water is responsible for the notice of public hearing to the public as specified in the Government Code 6066 and the 60 days' notice to applicable cities and counties.

4. TASK 4 – WATER SHORTAGE ALLOCATION MODEL UPDATE

- 4.1. Draft Model Update. Update the model inputs for annual allocation and peak demand allocation using the data collected in Task 1.3 and in compliance with Section 3.5 of the Restructured Agreement for Water Supply between Sonoma Water and its Water Contractors. BC will submit one copy of the draft model (MS Excel format) in accordance with the timeline established in Task 1.1 and will demonstrate the model at a meeting with the TAC.
- 4.2. Final Model. BC will revise the MS Excel model based on comments received from the Water Agency and members of the TAC. BC will submit the final model in accordance with the timeline established in Task 1.1

- 4.3. Report Update.
 - a. Update the report prepared in 2014 that presents the background and methodology for annual and peak demand allocation, along with instructions for the model. BC will submit the draft report and Sonoma Water and members of the TAC will provide written comments on the report, within the timeframe established in Task 1.1.
 - b. Revise the report based on comments from Sonoma Water and the TAC. BC will submit the final report within the timeframe established in Task 1.1.
- 4.4. Meetings and Engagement. Prepare for and attend up to five meetings as described below.
 - a. Two meetings with Sonoma Water and the TAC to introduce the Water Shortage Allocation Model and discuss updates.
 - b. One meeting with the WAC to present the updated Water Shortage Allocation Model.
 - c. One Sonoma Water Board of Directors meeting to present the updated Water Shortage Allocation Model.
 - d. One review meeting with Sonoma Water to discuss comments on the draft report.
- 4.5. Task 4 Deliverables
 - a. Draft and final model (MS Excel format).
 - b. Draft and final report (.doc and .pdf formats).
- 4.6. Task 4 Assumptions
 - a. Meetings and presentations will be up to one hour, and up to three BC staff will attend.
 - b. Assumes BC will not revise the methodology for allocating water during peak demand periods.

5. **TASK 5 – PROJECT MANAGEMENT AND MEETINGS**

- 5.1. Project Management and Progress Reports. Provide monthly progress reports via email to the Project Manager summarizing project status, identifying outstanding data needs, and noting challenges or risks that may impact budget or schedule. Include summaries of meetings conducted, including meeting attendees and key decisions and outcomes. Prepare monthly invoices and track schedule and progress of project. BC will oversee project staff and budget.
- 5.2. Kickoff and Progress Meetings. Hold one kickoff meeting to review project scope, schedule, critical success factors, project challenges/risk, and data request (Task 1). The BC Project Manager (PM) and Sonoma Water PM will hold biweekly (every two weeks), 30-minute progress meetings by phone to coordinate and collaboratively monitor project progress. In addition, up to three BC staff will meet with Sonoma Water periodically (up to four times) to discuss

project progress. While topics and activities for progress meetings will vary through project duration, these meetings will serve as a venue for reviewing analysis assumptions and initial results.

- 5.3. WAC/TAC Meetings. If needed, attend up to one WAC meeting and/or two TAC or TAC ad- hoc meetings in addition to the meetings in Tasks 1 through 4 to orally present project updates.
- 5.4. Task 5 Deliverables
 - a. Monthly progress reports.
- 5.5. Task 5 Assumptions
 - a. Meetings will be attended by up to two BC staff and be up to one hour in duration, unless noted otherwise.

Exhibit B

Schedule of Costs

PERSONNEL	
Title	Hourly Rates
Paul Selsky, Project Manager	\$308
John D. Zuber	\$308
Richard W. Terrazas, Managing Engineer	\$250
Jennifer L. Gain, QA/QC	\$250
Rene Guillen, Project Engineer	\$182
Katherine E. Ruby, Project Engineer	\$150
Susan M. Sicora	\$109
Jacqueline R. Bates	\$109
Dawn M. Schoch	\$88
Sara B. Romero	\$79
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

Phase	Phase Description	Selsky, Paul	Bates, Jacqueline R	Ruby, Katherine E	Guillen, Rene	Gain, Jennifer L	Schock, Dawn M	Sicora, Susan M	Romero, Sara B	Zuber, John D	Terrazas, Richard W	Total Labor Hours	Total Labor Effort	APC	Other Travel	Supplies	Total ODCs	Total Effort
		PM	PA															
		\$308.00	\$109.00	\$150.00	\$182.00	\$250.00	\$88.00	\$109.00	\$79.00	\$308.00	\$250.00							
001	Preliminary Work	20	0	38	36	0	4	0	0	0	0	98	18,764	784	150	0	150	19,713
001	Timeline	4	0	2	8	0	0	0	0	0	0	14	2,988	112	0	0	0	3,100
002	New DWR Requirements	4	0	12	4	0	4	0	0	0	0	24	4,112	192	0	0	0	4,304
003	Data Collection and Review	12	0	24	24	0	0	0	0	0	0	60	11,664	480	150	0	150	12,309
002	Prep of UWMP Technical EI	52	0	90	66	18	0	8	0	0	0	234	46,900	1,872	0	0	0	48,772
001	Agency Coordination	8	0	8	8	0	0	0	0	0	0	24	5,120	192	0	0	0	5,312
002	System Description	4	0	12	4	0	0	4	0	0	0	24	4,196	192	0	0	0	4,388
003	System Water Use	8	0	32	4	4	0	2	0	0	0	50	9,210	400	0	0	0	9,610
004	System Supplies	12	0	4	32	4	0	2	0	0	0	54	11,338	432	0	0	0	11,770
005	Water Supply Reliability Asse	8	0	2	12	4	0	0	0	0	0	26	5,948	208	0	0	0	6,156
006	Water Shortage Contingency	8	0	24	4	4	0	0	0	0	0	40	7,792	320	0	0	0	8,112
007	Demand Management Meas	4	0	8	2	2	0	0	0	0	0	16	3,296	128	0	0	0	3,424
003	Plan Prep, Adoption, and S	44	0	88	76	16	40	16	0	0	0	280	49,848	2,240	450	1,000	1,450	53,683
001	Draft 2020 UWMP	20	0	32	32	8	20	16	0	0	0	128	22,288	1024	0	200	200	23,532
002	Public Review Draft 2020 UW	8	0	16	16	4	12	0	0	0	0	56	9,832	448	0	200	200	10,500
003	WAC Presentation	4	0	8	4	0	0	0	0	0	0	16	3,160	128	150	200	350	3,673
004	Board Pres, Public Mtg, Adop	8	0	16	8	0	0	0	0	0	0	32	6,320	256	300	200	500	7,126
005	Final 2020 UWMP	4	0	16	16	4	8	0	0	0	0	48	8,248	384	0	200	200	8,852
004	Water Shortage Allocation	64	0	120	32	0	12	16	0	0	0	244	46,336	1,952	0	0	0	48,288
001	Draft Model Update	24	0	60	16	0	0	0	0	0	0	100	19,304	800	0	0	0	20,104
002	Final Methodology and Mode	12	0	20	8	0	0	0	0	0	0	40	8,152	320	0	0	0	8,472
003	Report Preparation	12	0	24	4	0	12	8	0	0	0	60	9,952	480	0	0	0	10,432
004	Meetings and Engagement	16	0	16	4	0	0	8	0	0	0	44	8,928	352	0	0	0	9,280
005	Project Management and M	56	30	12	12	0	0	0	8	6	4	128	27,982	1,024	450	0	450	29,501
001	PM and Progress Reports	36	30	0	0	0	0	0	8	6	4	84	17,838	672	0	0	0	18,510
002	Kickoff and Progress Meeting	12	0	6	6	0	0	0	0	0	0	24	5,688	192	0	0	0	5,880
003	WAC and TAC Meetings	8	0	6	6	0	0	0	0	0	0	20	4,456	160	450	0	450	5,111
	GRAND TOTAL	236	30	348	222	34	56	40	8	6	4	984	189,830	7,872	1,050	1,000	2,050	199,957

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 \$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. If the deductible or self-insured retention exceeds \$25,000 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 20/21-021.
 - 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. 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.