

## **Agreement for Development of Asset Management Program, Plan, and Implementation**

This agreement ("Agreement") is by and between **Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District** (collectively referred to as "Sonoma Water") and **Carollo Engineers, Inc.**, a Delaware 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 Delaware 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 and licensed engineering firm, experienced in asset management for wastewater and water resource-related organizations and related services.
- B. Sonoma Water has multiple systems for managing and maintaining asset information. The majority of these systems are not electronically connected resulting in duplicate entries, and information in multiple systems leading to incongruences.
- C. Sonoma Water plans to move from the data silos to interconnected business systems in order to accomplish reliability-centered maintenance, business system interconnectedness, and improve asset management enterprise wide.
- D. Sonoma Water seeks to reduce labor required for asset maintenance, record keeping, researching asset history information, benchmarking, reporting key performance indicators, more comprehensive fiscal decision making, assurance of regulatory compliance, justification for rate increases to the public, and other pertinent enterprise asset management functions.
- E. Under this Agreement, Consultant will develop Phase I of the Asset Management Program (AMP), which includes establishing the principles and practices to be implemented for managing Sonoma Water's infrastructure and facilities in order to optimize the life-cycle costs of the assets. This first phase will include an Asset Management Implementation Plan (AMIP) that describes the AMP and the schedule for rolling out the supporting business processes.
- F. Sonoma County Water Agency operates Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District ("Districts") under contract with Districts. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of Districts.

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:

<b>Sonoma Water</b>	<b>Consultant</b>
Name: Kevin Booker 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-1865 Email: <a href="mailto:Kevin.Booker@scwa.ca.gov">Kevin.Booker@scwa.ca.gov</a>	Name: Tracy Warriner 2700 Ygnacio Valley Road, Suite 300 Walnut Creek, CA 94597 Phone: 925-932-1710 Email: <a href="mailto:twarriner@carollo.com">twarriner@carollo.com</a>
<b>Remit invoices to:</b>	<b>Remit payments to:</b>
Accounts Payable Same address as above or Email: <a href="mailto:ap_agreements@scwa.ca.gov">ap_agreements@scwa.ca.gov</a>	Carollo Engineers P.O. Box 30835 Salt Lake City, UT 84130-0835

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement.

If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

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

3.5. *Sonoma Water-Provided Information and Services:* Sonoma Water will furnish Consultant available studies, reports and other data pertinent to Consultant's services; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant will be entitled to use and rely upon all such information and services provided by Sonoma Water in performing Consultant's services under this Agreement.

3.6. *Estimates and Projections:* Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way Sonoma Water's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by Consultant and Consultant will not be liable to and/or indemnify Sonoma Water and/or any third party related to any inconsistencies between Consultant's data

projections and estimates and actual costs and/or quantities realized by Sonoma Water and/or any third party in the future.

#### **4. PAYMENT**

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$689,500.
  - a. Total costs for Tasks 1-7 shall not exceed \$665,500.
  - b. Total costs for Optional Task 8, if requested in writing by Sonoma Water, shall not exceed \$24,000.
  - c. No more than \$598,950 will be paid until the draft report is submitted.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:
  - a. 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. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 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 T0071C019
  - 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 1.1.a of Exhibit A.
- 4.5. *Cost Tracking:*
  - a. 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 4.1 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 March 31, 2021, 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 Paragraph 5.1.a 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 12.10 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

## **7. INDEMNIFICATION**

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, 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 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, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District's part, but, to the extent required by law, excluding liability due to Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District'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. In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

**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. 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. *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.

12.4. **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.

12.5. **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.

12.6. **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.

- 12.7. *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.
- 12.8. *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.
- 12.9. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the 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.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in

whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

- 12.11. *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 records, systems, or other non-public information ("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; however, Consultant shall be entitled to keep copies of Confidential Information that Consultant used, relied upon and/or incorporated into any final deliverables required hereunder. 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 12.10, 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.

### **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. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.
- 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 17/18-130

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: 5/23/19 lmc

**Sonoma County Water Agency**

**Carollo Engineers, Inc., a Delaware  
corporation**

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Sonoma County Water  
Agency's Board of Directors Action on  
August 13, 2019



(Please print name here)

Title: Sr. Vice President / Assoc Vice President

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

Date: 7/24/19



# **Exhibit A**

## **Scope of Work**

### **1. TASKS**

#### **1.1. Task 1: Project Management.**

- a. Project Progress Monitoring and Reporting
  - i. Prepare monthly progress reports. Submit one copy to Sonoma Water in accordance with the date listed for this deliverable.
  - ii. Include the following in each monthly progress:
    - a) A detailed list of work performed
    - b) Dates and subject of meetings conducted, meeting attendees, and summary of meeting results
    - c) Items scheduled to be completed the following month
    - d) The percent complete of each task
    - e) Any adjustments required to manage the schedule or budget
    - f) Identify out of scope items that require approval from Sonoma Water
    - g) Other information as appropriate or as requested by Sonoma Water
- b. Project Management Plan (PMP)
  - i. Prepare and submit the PMP that describes the details and management approach for the project. The PMP shall include the following information:
    - a) Scope
    - b) Budget
    - c) Schedule: Tasks, meetings, milestones, delivery dates, review times
    - d) Regular meetings and milestones
    - e) Team structure: Identify key stakeholders and staff associated with each task
    - f) Team member contact information
    - g) Quality Management and Quality Control procedures, including technical reviewer assignments
    - h) Action Item and Decision Logs
- c. Quality Management and Quality Control
  - i. Review deliverables internally to provide a quality check of deliverables.
- d. Meeting and Workshop Agendas and Summaries
  - i. Agendas:
    - a) Discuss by conference call with Sonoma Water the agenda, participants, and logistics for each meeting or workshop. Meetings and workshops are anticipated to be on-site at Sonoma Water.
    - b) Submit draft and final agendas in accordance with 2.3 Submittal and Review of Deliverables and 2.4 List of Deliverables.
  - ii. Summaries: Submit draft and final agendas in accordance with 2.3 Submittal and Review of Deliverables and 2.4 List of Deliverables.

- 1.2. Task 2: Data Collection and Review
  - a. Review relevant documents related to the development of Sonoma Water's Asset Management Plan (AMP), including, but not limited to:
    - i. Strategic Plans
    - ii. Master Plans (for example, treatment, infrastructure, and integrated water resources)
    - iii. Information Technology Plans (descriptions of software, hardware, and integration)
    - iv. Facility Assessments (for example, inspection reports)
    - v. Previous Asset Management Plans
    - vi. Asset Registry and Inventory descriptions
    - vii. Standard Operating Procedures (SOPs)
    - viii. Local Hazard Mitigation Plan
    - ix. Capital Improvement Plan
    - x. Prior condition assessment and surge analyses results
    - xi. Other relevant information identified by Sonoma Water that could influence the AMP
  - b. Prepare a list of data and documents reviewed.
  - c. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables.
- 1.3. Task 3: Asset Management Program Vision and Charter
  - a. Staff Survey
    - i. Use Survey Monkey (or similar) to prepare and distribute an online survey of approximately 10-15 questions to Sonoma Water for review in accordance with the date listed for this deliverable in 2.4 List of Deliverables. The survey questions are intended to gather input from staff for identifying asset management challenges and objectives.
    - ii. Issue survey to staff identified by Sonoma Water.
    - iii. Use the information collected from the survey to focus the content of the workshops.
  - b. Workshop: Management Workshop Number 1
    - i. Develop and conduct a workshop with Sonoma Water management including, but not limited to:
      - a) Overview of asset management
      - b) Survey Results
      - c) Strengths – Weaknesses – Opportunities –Threats (SWOT) session
      - d) Breakout Exercise – Vision for AMP
      - e) Draft Vision of the AMP
      - f) Draft Charter for the AMP

- ii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.
- c. Workshop: Staff Workshop Number 1
  - i. Conduct a workshop to provide an overview of asset management principles, summarize the survey results, and facilitate a SWOT session with Sonoma Water non-management staff. Specific elements of this workshop will include, but not be limited to:
    - a) Overview of asset management
    - b) Survey Results
    - c) Conduct a SWOT session
    - d) Vision and Charter of the AMP from Management workshop
  - ii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.
- d. Workshop: Management Workshop Number 2
  - i. Develop and conduct a follow-up workshop for Sonoma Water management. During this workshop, further discuss outcomes of Management Workshop Number 1, including, but not limited to:
    - a) Determine approach for filling data gaps in collaboration with Sonoma Water.
    - b) Identify key staff or stakeholders to be interviewed in order to obtain additional information on asset management practices and needs at Sonoma Water.
  - ii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.
- e. Workshop: Staff Workshop Number 2
  - i. Develop and conduct a second workshop for Sonoma Water non-management staff, to discuss outcomes of Staff Workshop Number 1, including, but not limited to:
    - a) Determine approach for filling data gaps in collaboration with Sonoma Water.
    - b) Identify key staff or stakeholders to be interviewed in order to obtain additional information on asset management practices and needs at Sonoma Water.
  - ii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.
- f. AMP Vision Statement and Charter Document
  - i. Contents. AMP vision statement and AMP charter document, which were developed by Sonoma Water during Management Workshop Number 1.

- ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables.

#### 1.4. Task 4: Asset Management Framework (AMF)

##### a. Asset Hierarchy

- i. Contents. Prepare an asset hierarchy based on information gathered during previous tasks that includes, but is not limited to, identification of the specific asset types that will be represented by the asset hierarchy.
- ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables, and include the final deliverable in the Asset Management Framework Technical Memorandum (AMF TM) under Task 1.4.i.

##### b. Asset Definitions Naming Conventions Guidance Document

- i. Contents. Prepare an Asset Definition and Naming Convention Guidance Document that includes standardized naming convention guidelines to be used for the AMP. Asset definitions and standardized naming conventions will be developed in collaboration with Sonoma Water, including the following sub-tasks:
  - a) Aggregate Sonoma Water's current asset definitions and naming conventions.
  - b) Using the asset hierarchy developed in 1.4.a above, collaborate with Sonoma Water to establish an ad hoc group of staff to review and compare example naming conventions used by other agencies and available in industry manuals.
- ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables, and include the final deliverable in the AMF TM under Task 1.4.i.

##### c. Meetings: Ad Hoc Group

- i. Conduct up to three 2-hour meetings with the ad hoc group to develop standardized naming convention guidelines.
- ii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.

##### d. Standardized Asset Register Template

- i. Aggregate the tables and databases of asset information provided by Sonoma Water to develop a standardized asset register template.
- ii. Contents. Prepare a standardized asset register template that includes but is not limited to, the items below.
  - a) Identification of Tier 1 and tier 2 attributes for each asset type.
  - a) Tier 1 attributes, including the asset's physical and operational asset data such as a unique ID, asset name, installation date, and asset type (or asset class).

- b) Tier 2 attributes, including inspection, performance and condition data.
  - c) Attribute fields necessary for linking the assets to Sonoma Water's GIS and computerized maintenance management systems (CMMS) and other applicable databases.
- iii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables, and include the final deliverable in the AMF TM under Task 1.4.i.
- e. Probability of Failure (POF) Calculation Method
  - i. Contents. Prepare a draft calculation method for assigning POF scores to assets that have been field-inspected and assets that have not been field-inspected, including but not limited to:
    - a) Link the calculation method to the remaining useful life estimated for the assets to the POF score.
    - b) When appropriate to the asset type, include a method for assigning POF scores and time-to-failure by failure modes: capacity, level of service, physical mortality, and efficiency.
  - ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables, and include the final deliverable in the AMF TM under Task 1.4.i.
- f. Consequence of Failure (COF) Calculation Method
  - i. Contents. Prepare a draft calculation method for assigning COF scores to assets, asset types, or systems of assets, as appropriate, including but not limited to:
    - a) With input from Sonoma Water staff, develop COF criteria for the triple-bottom-line categories of social, environmental, and economic consequences.
  - ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables, and include the final deliverable in the AMF TM under Task 1.4.i.
- g. Business Risk Exposure (BRE) Categories and Mitigation Factors
  - i. Develop a BRE Category Matrix.
  - ii. With assistance from Sonoma Water, develop a proposed set of multiplication factors (mitigation factors) in table format that are used to reduce either POF or COF scores because of mitigations that have been put into place for reducing risk, such as equipment redundancy and emergency response plans.
  - iii. Contents. Prepare a BRE Category Matrix and Table of Mitigation Factors document that includes, but is not limited to, the items below.
    - a) BRE Category Matrix

- b) Mitigation factors in table format
    - iv. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables, and include the final deliverable in the AMF TM under Task 1.4.i.
  - h. AMF Workshops
    - i. Develop and conduct up to four workshops for Sonoma Water to help guide Sonoma Water through the process of defining the components of the AMF described in the previous subtasks based on the depth of detail required to develop the elements from tasks 1.4.a through 1.4.f.ii above.
    - ii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.
  - i. Asset Management Framework Technical Memorandum (AMF TM)
    - i. Contents. Prepare an AMF TM that includes, but is not limited to, the final approved items below.
      - a) Table of Contents
      - b) Asset Hierarchy
      - c) Asset Definitions Standardized Naming Conventions Guidance
      - d) Standardized Asset Register Template
      - e) POF Calculation Method
      - f) COF Calculation Method
      - g) BRE Category Matrix and Table of Mitigation Factors
      - h) Appendix for workshop materials and summaries
    - ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables.
- 1.5. Task 5: Business System Integration (BSI)
- a. Request for Inventory of Current Software Systems and Workflows
    - i. Submit a request to Sonoma Water for information that will assist in development of graphical diagrams (“Workflow Diagrams”) that represent how Sonoma Water manage data between software systems.
    - ii. Review information provided by Sonoma Water on the software systems and workflows that influence the AMP.
    - iii. Examine and consider software systems, including but not limited to: GIS, CMMS, SCADA, Modeling, Finance (limited to modules that will need to interface for AMP purposes), CIP software, and other software (limited to modules that will need to interface for AMP purposes).
    - iv. Develop draft Workflow Diagrams and summaries from information collected above and incorporate into draft workshop slides that will be used for the Existing Software Systems and Workflows Workshop presented in 1.5.c below.
  - b. Meetings: Sonoma Water Interviews

- i. Conduct up to four 2-hour interview meetings with key staff from Sonoma Water to document how the software is currently used (workflow), and document Sonoma Water suggestions for how to better integrate the software (mechanisms for sharing data across departments and facilities).
  - ii. Develop draft workflow diagrams and summaries from information collected during interview meetings and incorporate into draft workshop slides that will be used for the Existing Software Systems and Workflows Workshop presented in 1.5.c below. Results of the survey subtask in 1.3.a above that reference or describe existing data management workflows will also be incorporated into Workflow Diagrams, if applicable.
  - iii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.
- c. Existing Software Systems and Workflows Workshop
  - i. Develop and conduct one workshop on existing software systems and workflows for Sonoma Water, including but not limited to:
    - a) Results of the software system inventory, data management workflows, and interviews
    - b) Explanation of how the different systems are currently configured (software and workflow) and recommendations for improvements
    - c) Collect feedback from attendees during the workshop on the flow diagrams, software system inventory, and software integration recommendations.
  - ii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.
- d. Business System Integration Dashboard Workshop
  - i. Develop and conduct one Business System Integration Dashboard Workshop for Sonoma Water. The workshop topics may include, but not be limited to:
    - a) Options for applying business intelligence and data analytic software to support Sonoma Water's AMP
    - b) Priority of graphical dashboard requirements for representing key AMP information that is important to the various departments throughout Sonoma Water
    - c) Comparison between industry-independent software for developing dashboards that can incorporate data from multiple databases and CMMS-specific dashboard module add-ons
    - d) Selection of up to five software options to evaluate and compare against Sonoma Water's requirements (with input from Sonoma Water)
  - ii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.
- e. Business System Integration Technical Memorandum (BSI TM)

- i. Contents. Prepare the BSI TM that includes, but is not limited to, the following:
  - a) Table of Contents
  - b) Inventory of relevant software
  - c) Data Management Workflows Diagrams
  - d) Summary of existing software systems used by Sonoma Water to manage data relevant to asset management
  - e) Recommendations for near term and long term improvements to software, workflows and data management
  - f) Description of a proof-of-concept project for a BSI dashboard
  - g) Other information to support the effort or as requested by Sonoma Water
- ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables.

1.6. Task 6: Evaluation of CMMS Application

- a. CMMS Applications Evaluation Workshop
  - i. Develop and conduct one workshop for Sonoma Water staff with the goal of using available industry examples to develop Sonoma Water standards.
  - ii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.
- b. CMMS Applications Evaluation Technical Memorandum (TM)
  - i. Contents. Using the results of the information developed above, and supplemented with workflow diagrams developed in Task 1.5, prepare a CMMS Application Evaluation TM that includes, but is not limited to, the items below:
    - a) Examples of various CMMS applications that may also support Sonoma Water's AMP goals
    - b) Recommendations on the use of one or multiple CMMS applications
    - c) Summary of the various CMMS applications used at Sonoma Water
    - d) Workflow diagram representing each type of CMMS application currently used and specific usage, in collaboration with and input from Sonoma Water
    - e) Recommendations, with input from Sonoma Water, on modifications or additional software that would increase the use and efficiency of applying CMMS software throughout Sonoma Water
  - ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables.
- c. Standards for Work Types Workshop



- i. Submit a request to Sonoma Water for information that will assist in development of standard work types that will be discussed in the workshop.
  - ii. Develop and conduct one workshop for Sonoma Water with the goal of using available industry examples to develop Sonoma Water standards.
  - iii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.
- d. Standards for Work Types Document
  - i. In collaboration with Sonoma Water and during the workshop specified in 1.6.c.ii above, develop standardized definitions and unique identifiers for the different types of maintenance work performed (for example: preventative maintenance, predictive maintenance, corrective maintenance, modification, new construction, and planned or scheduled work).
  - ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables.
- e. Asset Lifecycle Activation and Deactivation Business Process Workshop
  - i. Develop and conduct one workshop for Sonoma Water with the goal of using available industry examples to help update Sonoma Water's asset activation and deactivation (or decommissioning) process.
  - ii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.
- f. Asset Lifecycle Activation and Deactivation Document
  - i. Contents. Prepare an Asset Activation and Deactivation Business Process document that outlines a consistent process that Sonoma Water can use to document an assets activation and deactivation or decommissioning processes and that includes, but is not limited to, the items below:
    - a) Summary of information provided by Sonoma Water that documents current process for defining asset activation and deactivation or decommissioning
    - b) Recommendations to provide consistent tracking of necessary information from the purchase of an asset through its lifecycle
    - c) Recommendations for incorporating industry standards into the tracking procedures and requirements
    - d) Recommendations for incorporating the lifecycle data management requirements with other databases used by the Finance, GIS, and Maintenance sections

- ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables.

1.7. Task 7: Asset Management Implementation Plan

- a. Asset Management Implementation Workshop
  - i. Develop and conduct one workshop for Sonoma Water to present the results of POF and COF scores assigned to asset systems that are represented on the asset hierarchy. During the workshop compare the resulting critical asset groups with Sonoma Water staff's prior perceptions of critical asset groups and identify gaps in the available data required for the score assignments.
  - ii. Complete this task in accordance with 1.1.d Meeting and Workshop Agendas and Summaries.
- b. State of the Assets TM
  - i. Contents. Prepare a summary of POF and COF scores assigned to the asset systems represented on the asset hierarchy. Prioritize asset systems based on the score results from this task for future phases of the Project.
  - ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables.
- c. Asset Management Program (AMP) Policy Document
  - i. Contents. Prepare an AMP Policy document in collaboration with Sonoma Water that includes, but is not limited to, a description that is no more than 2 pages in length describing Sonoma Water's intentions for implementing asset management business practices, including the AMP and the implementation strategy.
  - ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables.
- d. Asset Management Implementation Plan (AMIP) Report Outline
  - i. Contents. Prepare an outline of the AMIP Report that includes, but is not limited to, the results of tasks under this Agreement.
  - ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables.
- e. AMIP Report
  - i. Contents. Prepare a draft AMIP report based on the AMIP Report Outline that includes, but is not limited to, the items below.
    - a) Table of Contents
    - b) State of the Assets technical memorandum

- c) Compiled results of tasks under this Agreement
    - d) Other information to support the study or as requested by Sonoma Water
  - ii. Complete this task in accordance with 2.3 Submittal and Review of Deliverables and the date listed for this deliverable in 2.4 List of Deliverables.
- 1.8. Optional Task 8: 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 plan effort. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.
- 1.9. Optional Task 9: Future Work
  - 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 plan effort. The additional services and costs will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.
  - c. Optional task shall not include tasks or labor categories for which prevailing wages have been established.

## 2. **DELIVERABLES**

- 2.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Sonoma Water.
- 2.2. Comply with requirements of Article 11 (Content Online Accessibility).
- 2.3. Submittal and Review of Deliverables (including Summaries and Documents)
  - a. First Draft: Prepare the specified deliverable and submit to Sonoma Water for review and approval in accordance with the date listed in 2.4 List of Deliverables for each deliverable. Sonoma Water will return 1 copy of the draft specified deliverable to Consultant with comments or approval in writing.
  - b. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft summary and resubmit an electronic copy of the specified deliverable to Sonoma Water for approval.
  - c. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved specified deliverable to Sonoma Water in accordance with the date listed for this deliverable in 2.4 List of Deliverables below.
- 2.4. List of Deliverables

<b>Task 1: Project Management</b>
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<b>Sub-task Number</b>	<b>Deliverable</b>	<b>Due Date</b>
1.1.a	Monthly Progress Report	Monthly with invoices
1.1.b	Draft PMP	Within 14 calendar days of Effective Date of the Agreement
	Subsequent drafts and final PMP	Within 14 calendar days after receipt of review comments from Sonoma Water
1.1.d	Draft meeting and workshop agenda	Two weeks prior to date of scheduled meeting or workshop
	Final meeting and workshop agenda	One day prior to date of scheduled meeting or workshop
	Draft meeting and workshop summaries	Within two weeks after date of meeting or workshop
	Final meeting and workshop summaries	Within 7 calendar days of approval of the draft by Sonoma Water
<b>Task 2: Data Collection and Review</b>		
<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
1.2.b	List of data and documents reviewed	Within 31 calendar days of Effective Date of the Agreement or within 31 calendar days after receipt of data and documents from Sonoma Water, whichever is later
<b>Task 3: Asset Management Program (AMP) Vision and Charter</b>		
<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
1.3.a	Draft staff survey	Three weeks prior to date scheduled for Management Workshop Number 1
	Subsequent drafts and final staff survey	Within 7 calendar days after receipt of review comments from Sonoma Water
1.3.b	Management Workshop Number 1: Workshop agenda (draft and final)	Per the timelines for these deliverables under Task 1
1.3.c	Staff Workshop Number 1: Workshop Summary (draft and final)	Per the timelines for these deliverables under Task 1
1.3.d	Management Workshop Number 2: Workshop agenda (draft and final)	Per the timelines for these deliverables under Task 1
1.3.e	Staff Workshop Number 2: Workshop Summary (draft and final)	Per the timelines for these deliverables under Task 1

1.3.f	Draft AMP Vision Statement	Developed during Management Workshop Number 1
	Draft AMP Charter Document	Developed during Management Workshop Number 1
	Final AMP Vision Statement and Charter	1 week after final approval by Sonoma Water
<b>Task 4: Asset Management Framework (AMF)</b>		
<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
1.4.a	Draft Asset Hierarchy	Within 31 calendar days after approval of Final AMP Vision Statement and Charter document
	Subsequent drafts of Asset Hierarchy	Within 14 calendar days after receipt of review comments from Sonoma Water
1.4.b	Draft Asset Definitions Naming Conventions Guidance Document	Within 14 calendar days after last scheduled ad hoc group meeting
	Subsequent drafts of Asset Definitions Naming Conventions Guidance Document	Within 14 calendar days after receipt of review comments from Sonoma Water
1.4.c	Ad Hoc Meeting Agenda (draft and final)	Per the timelines for these deliverables under Task 1
	Ad Hoc Meeting Summary (draft and final)	
1.4.d	Draft Standardized Asset Register Template	Within 31 calendar days after approval of Final AMP Vision Statement and Charter document
	Subsequent drafts of Standardized Asset Register Template	Within 14 calendar days after receipt of review comments from Sonoma Water
1.4.e	Draft POF Calculation Method	Within 45 calendar days after approval of Final AMP Vision Statement and Charter document
	Subsequent drafts of POF Calculation Method	Within 14 calendar days after receipt of review comments from Sonoma Water
1.4.f	Draft COF Calculation Method	Within 60 calendar days after approval of Final AMP Vision Statement and Charter document
	Subsequent drafts of COF Calculation Method	Within 14 calendar days after receipt of review comments from Sonoma Water

1.4.g	Draft BRE Categories and Mitigation Factors	Within 90 calendar days after approval of Final AMP Vision Statement and Charter document
	Subsequent drafts of BRE Categories and Mitigation Factors	Within 14 calendar days after receipt of review comments from Sonoma Water
1.4.h	AMF Workshop Agenda (draft and final)	Per the timelines for these deliverables under Task 1
	AMF Workshop Summary (draft and final)	
1.4.i	Draft AMF TM	Within 31 calendar days after last AMF Workshop.
	Subsequent drafts and final AMF TM	Within 14 calendar days after receipt of review comments from Sonoma Water.
<b>Task 5: Business System Integration (BSI)</b>		
<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
1.5.a	Software information and workflow information request	Within 31 calendar days of Effective Date of the Agreement
1.5.b	Draft workflow diagrams and summaries	Within 14 calendar days after last staff interview meeting.
1.5.b	Staff Interview Meeting Agenda (draft and final)	Per the timelines for these deliverables under Task 1
	Staff Interview Meeting Summary (draft and final)	
1.5.c	Existing Software Systems and Workflows Workshop Agenda (draft and final)	Per the timelines for these deliverables under Task 1
	Existing Software Systems and Workflows Workshop Summary (draft and final)	
1.5.d	Business System Integration (BSI) Dashboard Workshop Agenda (draft and final)	Per the timelines for these deliverables under Task 1
	BSI Dashboard Workshop Summary (draft and final)	
1.5.e	Draft BSI TM	Within 60 calendar days after last Task 5 workshop
	Subsequent drafts and final BSI TM	Within 14 calendar days after receipt of review comments from Sonoma Water
<b>Task 6: CMMS Application Evaluation</b>		
<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>

1.6.a	CMMS Application Evaluation Workshop Agenda (draft and final)	Per the timelines for these deliverables under Task 1
	CMMS Application Evaluation Workshop Summary (draft and final)	
1.6.b	Draft CMMS Application Evaluation TM	Within 60 calendar days after Task 6 workshop
	Subsequent drafts and final CMMS Application Evaluation TM	Within 14 calendar days after receipt of review comments from Sonoma Water
1.6.c.i	Sonoma Water work type standards information request	Within 31 calendar days of Effective Date of the Agreement
1.6.c.ii	Standards for Work Types Workshop Agenda (draft and final)	Per the timelines for these deliverables under Task 1
	Standards for Work Types Workshop Summary (draft and final)	
1.6.d	Draft Standard Work Type Definitions document	Within 60 calendar days after Work Type Standards Workshop
	Subsequent drafts and final Standard Work Type Definitions document	Within 14 calendar days after receipt of review comments from Sonoma Water
1.6.e	Asset Lifecycle Activation and Deactivation Business Process Workshop Agenda (draft and final)	Per the timelines for these deliverables under Task 1
	Asset Lifecycle Activation and Deactivation Business Process Workshop Summary (draft and final)	
1.6.f	Draft Asset Lifecycle Activation and Deactivation Business Process document	Within 60 calendar days after Asset Lifecycle Activation and Deactivation Business Process Workshop
	Subsequent drafts and final Asset Lifecycle Activation and Deactivation Business Process document	Within 14 calendar days after receipt of review comments from Sonoma Water
<b>Task 7: Asset Management Implementation Plan</b>		
<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>

1.7.a	Asset Management Implementation Workshop (AMIP) Agenda (draft and final)	Per the timelines for these deliverables under Task 1
	AMIP Workshop Summary (draft and final)	
1.7.b	Draft State of the Assets TM	Within 28 calendar days after Asset Management Implementation Workshop
	Subsequent drafts of the State of the Assets TM	Within 14 calendar days after receipt of review comments from Sonoma Water
1.7.c	Draft AMP Policy document	Within 28 calendar days after Asset Management Implementation Workshop
	Subsequent drafts and final AMP Policy document	Within 14 calendar days after receipt of review comments from Sonoma Water
1.7.d	Draft AMIP Report Outline	Within 270 calendar days of Effective Date of the Agreement
1.7.e	Draft AMIP Report	Within 45 days after receipt of last review comments received among deliverables listed above
	Subsequent drafts and final AMIP Report	Within 14 calendar days after receipt of review comments from Sonoma Water
<b>Optional Task 8: Additional Services</b>		
<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
	To be determined	To be determined
<b>Optional Task 9: Future Work</b>		
<b>Task</b>	<b>Deliverable</b>	<b>Due Date</b>
	To be determined	To be determined.



## Exhibit B

### Schedule of Costs

PERSONNEL	
Title	Hourly Rates
Senior Professional	\$318.00
Lead Project Professional	\$295.00
Project Professional	\$275.00
Professional	\$234.00
Senior Technicians	\$203.00
Assistant Professional	\$193.00
Technicians	\$149.00
Document Processing / Clerical	\$132.00
EXPENSES	
Item	Cost
Copies	at cost
Postage	at cost
Overnight mail	at cost
Meals (client)	at cost
Travel Expenses: Rental car (midsize) Rental car fuel Auto bridge tolls Hotel Airfare (coach class) * Per diem  *Air travel expenses in excess of \$500 to be pre-approved by Water Agency.	daily rate, at cost at cost at cost At cost not to exceed \$300 per night At cost not to exceed \$500 per round trip At cost not to exceed \$90 per day, alcohol excluded
Mileage for personal car	Current IRS rate

# Exhibit C

## Estimated Budget for Scope of Work

Task	Description	Senior Professional	Lead Project Professional	Professional I	Assistant Professional I	Document Processing/ Clerical	Carollo Hours	Carollo Labor Cost	Carollo ODCs	Total Cost
		\$ 295	\$ 318	\$ 234	\$ 193	\$ 132				
<b>1.1</b>	<b>PROJECT MANAGEMENT</b>									
1.1(a)	Project process monitoring and reporting	80	4	8	2	2	96	\$ 27,394		\$ 27,394
1.1(b)	Project management plan (PMP)	16	4	16	8	8	52	\$ 12,336		\$ 12,336
1.1(c)	Quality management and quality control	16	4	8	4	2	34	\$ 8,900		\$ 8,900
1.1(d)	Kickoff Meeting	16	8	16	40	2	82	\$ 18,992	1,912	\$ 20,904
	Subtotal Task 1 Hours	128	20	48	54	14	264			
	Subtotal Task 1 Costs	\$ 37,760	\$ 6,360	\$ 11,232	\$ 10,422	\$ 1,848		\$ 67,622	\$ 1,912	\$ 69,534
<b>1.2</b>	<b>DATA COLLECTION AND REVIEW</b>									
1.2(a)	Review relevant documents	2	8	16	40	2	68	\$ 14,862		\$ 14,862
1.2(b)	Document submittals	2	8	16	40	2	68	\$ 14,862		\$ 14,862
	Subtotal Task 2 Hours	4	16	32	80	4	136			
	Subtotal Task 2 Costs	\$ 1,180	\$ 5,088	\$ 7,488	\$ 15,440	\$ 528		\$ 29,724	\$ -	\$ 29,724
<b>1.3</b>	<b>ASSET MANAGEMENT PROGRAM VISION AND CHARTER</b>									
1.3(a)	Staff survey	4	4	16	32	4	60	\$ 12,900		\$ 12,900
1.3(b)	Workshop: Management workshop no. 1	8	8	16	24	2	58	\$ 13,544	2,000	\$ 15,544
1.3(c)	Workshop: Staff workshop no. 1	8	8	16	24	2	58	\$ 13,544		\$ 13,544
1.3(d)	Workshop: Management workshop no. 2	8	8	16	24	2	58	\$ 13,544	2,000	\$ 15,544
1.3(e)	Workshop: Staff workshop no. 2	8	8	16	24	2	58	\$ 13,544		\$ 13,544
1.3(f)	AMP vision and charter	2	2	8	16	-	28	\$ 6,186		\$ 6,186
	Subtotal Task 3 Hours	38	38	88	144	12	320			
	Subtotal Task 3 Costs	\$ 11,210	\$ 12,084	\$ 20,592	\$ 27,792	\$ 1,584		\$ 73,262	\$ 4,000	\$ 77,262
<b>1.4</b>	<b>ASSET MANAGEMENT FRAMEWORK</b>									
1.4(a)	Asset hierarchy	2	4	8	16	-	30	\$ 6,822		\$ 6,822
1.4(b)	Asset definition and naming convention guidance document	2	8	16	24	-	50	\$ 11,510		\$ 11,510
1.4(c)	Meetings: Ad hoc group (two for 2 hrs each) - Floating	2	8	16	24	2	52	\$ 11,774		\$ 11,774
1.4(d)	Standardized asset register template	2	4	16	24	-	46	\$ 10,238		\$ 10,238
1.4(e)	Probability of failure (POF) calculation method	2	4	8	16	-	30	\$ 6,822		\$ 6,822
1.4(f)	Consequence of failure (COF) calculation method	2	4	8	16	-	30	\$ 6,822		\$ 6,822
1.4(g)	Business risk exposure (BRE) categories and mitigation factors	2	8	16	32	-	58	\$ 13,054		\$ 13,054
1.4(h)	AMF workshops (four for 4 hrs each)	16	16	32	48	8	120	\$ 27,616	4,000	\$ 31,616
1.4(i)	AMF technical memorandum	4	16	40	80	16	156	\$ 33,180		\$ 33,180
	Subtotal Task 4 Hours	34	72	160	280	26	572			
	Subtotal Task 4 Costs	\$ 10,030	\$ 22,896	\$ 37,440	\$ 54,040	\$ 3,432		\$ 127,838	\$ 4,000	\$ 131,838
<b>1.5</b>	<b>BUSINESS SYSTEM INTEGRATION (BSI)</b>									
1.5(a)	Inventory software systems and workflows	2	18	8	32	8	68	\$ 15,418		\$ 15,418
1.5(b)	Meetings: staff interviews (four 2-hrs each)	4	24	16	32	2	78	\$ 18,996	2,000	\$ 20,996
1.5(c)	Existing software systems and workflows workshop (one for 4hrs)	4	24	16	40	8	92	\$ 21,332	2,000	\$ 23,332
1.5(d)	BSI dashboard workshop (one for 4 hrs)	2	16	8	24	8	58	\$ 13,238	1,500	\$ 14,738
1.5(e)	BSI technical memorandum	4	32	16	40	16	108	\$ 24,932		\$ 24,932
	Subtotal Task 5 Hours	16	114	64	168	42	404			
	Subtotal Task 5 Costs	\$ 4,720	\$ 36,252	\$ 14,976	\$ 32,424	\$ 5,544		\$ 93,916	\$ 5,500	\$ 99,416
<b>1.6</b>	<b>CMMS EVALUATION</b>									
1.6(a)	CMMS software evaluation workshop (one for 4-hrs)	4	16	8	32	2	62	\$ 14,580	\$ 2,000	\$ 16,580
1.6(b)	CMMS applications evaluation technical memorandum	2	16	16	32	2	68	\$ 15,862		\$ 15,862
1.6(c)	Standards for work types workshop (one for 4-hrs)	4	16	8	24	2	54	\$ 13,036	\$ 2,000	\$ 15,036
1.6(d)	Standards for work types document	2	16	16	40	2	76	\$ 17,406		\$ 17,406
1.6(e)	Asset activation/deactivation business process workshop (one for 4-hrs)	4	16	8	24	2	54	\$ 13,036	\$ 2,000	\$ 15,036
1.6(f)	Asset activation/deactivation business process document	2	16	16	32	2	68	\$ 15,862		\$ 15,862
	Subtotal Task 6 Hours	18	96	72	184	12	382			
	Subtotal Task 6 Costs	\$ 5,310	\$ 30,528	\$ 16,848	\$ 35,512	\$ 1,584		\$ 89,782	\$ 6,000	\$ 95,782
<b>1.7</b>	<b>ASSET MANAGEMENT IMPLEMENTATION PLAN</b>									
1.7(a)	Asset management implementation workshop (one for 4-hrs)	2	8	24	40	2	76	\$ 16,734	2,000	\$ 18,734
1.7(b)	State of assets technical memorandum	2	8	24	60	2	96	\$ 20,594		\$ 20,594
1.7(c)	Asset management program policy document	2	8	16	32	4	62	\$ 13,582		\$ 13,582
1.7(d)	Asset management program report outline	2	4	8	16	2	32	\$ 7,086		\$ 7,086
1.7(e)	Asset management implementation plan (AMIP) report	8	32	40	80	16	176	\$ 39,448	2,000	\$ 41,448
	Subtotal Task 7 Hours	16	60	112	228	26	442			
	Subtotal Task 7 Costs	\$ 4,720	\$ 19,080	\$ 26,208	\$ 44,004	\$ 3,432		\$ 97,444	\$ 4,000	\$ 101,444
	Total Base Project Hours	254	416	576	1,138	136	2,520			
	Total Base Direct Labor Dollars	\$74,930	\$132,288	\$134,784	\$219,634	\$17,952		\$579,588	\$25,412	\$605,000
										10% CONTINGENCY (requires additional authorization) =
										\$80,500
										TOTAL w/Contingency =
										\$685,500
<b>1.8</b>	<b>Additional Work (requires additional authorization)</b>									\$24,000
										TOTAL w/Contingency & Additional Work (Task 1.8) =
										\$689,500

## **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 17/18-130.
  - 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, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2019

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Risk Strategies Company 2040 Main Street, Suite 450 Irvine, CA 92614  www.risk-strategies.com CA DOI License No. 0F06675	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>CONTACT NAME</b> Risk Strategies Company</td> </tr> <tr> <td><b>PHONE (A/C, No, Ext)</b> 949-242-9240</td> <td><b>FAX (A/C, No)</b></td> </tr> <tr> <td colspan="2"><b>E-MAIL ADDRESS</b> syoung@risk-strategies.com</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td><b>INSURER A</b> Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td><b>INSURER B</b> American Casualty Company of Reading, PA</td> <td>20427</td> </tr> <tr> <td><b>INSURER C</b> Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td><b>INSURER D</b> Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td><b>INSURER E</b> National Fire Insurance Co of Hartford</td> <td>20478</td> </tr> <tr> <td><b>INSURER F</b></td> <td></td> </tr> </table>	<b>CONTACT NAME</b> Risk Strategies Company		<b>PHONE (A/C, No, Ext)</b> 949-242-9240	<b>FAX (A/C, No)</b>	<b>E-MAIL ADDRESS</b> syoung@risk-strategies.com		INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A</b> Continental Insurance Company	35289	<b>INSURER B</b> American Casualty Company of Reading, PA	20427	<b>INSURER C</b> Valley Forge Insurance Company	20508	<b>INSURER D</b> Continental Casualty Company	20443	<b>INSURER E</b> National Fire Insurance Co of Hartford	20478	<b>INSURER F</b>	
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<b>INSURER F</b>																					
<b>INSURED</b> Carollo Engineers, Inc. 2700 Ygnacio Valley Road, #300 Walnut Creek CA 94598																					

## COVERAGES

**CERTIFICATE NUMBER:** 48835821

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR Deductible \$0 GEN'L AGGREGATE L MIT APPL ES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6050490317	12/31/2018	12/31/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td>\$ \$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ \$1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$ \$25,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td>\$ \$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$ \$2,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ \$2,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$ \$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ \$1,000,000	MED EXP (Any one person)	\$ \$25,000	PERSONAL & ADV INJURY	\$ \$1,000,000	GENERAL AGGREGATE	\$ \$2,000,000	PRODUCTS - COMP/OP AGG	\$ \$2,000,000		\$
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	\$																				
E	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6050490267	12/31/2018	12/31/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ \$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td>Ded: Comp/Collision</td><td>\$ \$1,000</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ \$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$	Ded: Comp/Collision	\$ \$1,000				
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AGGREGATE	\$																				
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B C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below		N/A	6050490270 6050490298	12/31/2018 12/31/2018	12/31/2019 12/31/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER</td> <td>Deductible: \$0</td> </tr> <tr><td>E.L. EACH ACC DENT</td><td>\$ \$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ \$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ \$1,000,000</td></tr> </table>	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	Deductible: \$0	E.L. EACH ACC DENT	\$ \$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ \$1,000,000	E.L. DISEASE - POLICY LIMIT	\$ \$1,000,000						
<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	Deductible: \$0																				
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E.L. DISEASE - POLICY LIMIT	\$ \$1,000,000																				
D	<b>Professional Liability</b> Unlimited Prior Acts			AEH288354410	7/4/2018	7/4/2019	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Each Claim:</td><td>\$1,000,000</td></tr> <tr><td>Aggregate:</td><td>\$1,000,000</td></tr> <tr><td>Deductible:</td><td>\$25,000</td></tr> </table>	Each Claim:	\$1,000,000	Aggregate:	\$1,000,000	Deductible:	\$25,000								
Each Claim:	\$1,000,000																				
Aggregate:	\$1,000,000																				
Deductible:	\$25,000																				

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

Projects as on file with the insured including but not limited to: Agreement for Development of Asset Management Program, Plan, and Implementation TW 17/18-130. Carollo Project #: Not yet assigned. Sonoma County Water Agency, its officers, agents, and employees are included as additional insureds on a primary basis with respects to general liability.

## CERTIFICATE HOLDER

## CANCELLATION

Sonoma County Water Agency, Occidental County  
 Sanitation District, Russian River County  
 Sanitation District, Sonoma Valley County  
 Sanitation District, & South Park County  
 Sanitation District  
 404 Aviation Blvd., Santa Rosa CA 95403-9019

**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.**

**AUTHORIZED REPRESENTATIVE**

Michael Christian

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ACORD 25 (2016/03)

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

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
  - A. unless paragraph B. below applies,
    1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
    2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations** hazard, and only if
      - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
      - b. this **coverage part** provides such coverage.
  - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
    1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations hazard**; and
    2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
  - A. coverage broader than required by the **written contract**; or
  - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
  - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
    1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
    2. supervisory, inspection, architectural or engineering activities; or
  - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance

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Policy No: 6050490317

Endorsement No:

Effective Date: 12/31/2018

Insured Name: Carollo Engineers, Inc.

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

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

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

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

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

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

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

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

**Written contract** means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
  1. the **bodily injury** or **property damage**; or
  2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

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