

## **DRAFT Agreement for Flood Warning Monitoring Network 2019/2020 Expansion**

### **1. PARTIES TO AGREEMENT**

- 1.1. Parties to this Agreement for Flood Warning Monitoring Network Expansion (“Agreement”) are **Sonoma County Water Agency** (“Sonoma Water”) and **OneRain Incorporated**, a Colorado corporation (“Consultant”).

### **2. RECITALS**

- 2.1. Consultant certifies that it is a Colorado 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 rainfall, water, and weather monitoring firm experienced in real-time hydrologic monitoring systems and related services.
- 2.2. In response to the 2017 firestorm, Sonoma Water engaged Consultant to install a flood warning monitoring network consisting of rain and stream gauges throughout the Tubbs and Nuns fire burn areas to provide early detection of post-fire flood conditions in burn scars and areas downstream that could be impacted by flash floods and debris flows.
- 2.3. The network continues to be expanded to include other locations within the watershed not affected by fires. This expansion is focused on providing critical data related to Sonoma Water infrastructure including the four flood control reservoirs that are part of Central Sonoma Watershed Project and the Mirabel water transmission facilities.
- 2.4. This monitoring network provides the National Weather Service with the intelligence it needs in real time to issue flash flood warnings to be relayed via the Emergency Alert System and Wireless Emergency Alert.
- 2.5. The monitoring network is also be used by Sonoma Water field crews during and after storm events to respond to hazard conditions identified by the monitoring network.
- 2.6. Under this Agreement, Consultant will install and configure additional locations in the flood warning monitoring network, and provide ongoing system support.

### **3. LIST OF EXHIBITS**

- 3.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work
- b. Exhibit B: Schedule of Costs for Tasks 1 - 5
- c. Exhibit C: Estimated Costs for Hardware
- d. Exhibit D: Estimated Budget for Tasks 1 - 5
- e. Exhibit E: Insurance Requirements

**4. CONTACT INFORMATION**

<b>Sonoma Water</b>	<b>Consultant</b>
Contact: Carlos Diaz 404 Aviation Blvd. Santa Rosa, CA 95403 Phone: 707-547-1956 Email: Carlos.Diaz@scwa.ca.gov  404 Aviation Boulevard Santa Rosa, CA 95403-9019	Contact: Scott Bores 1531 Skyway Drive, Unit D Longmont, CO 80504 Phone: 1-303-774-2033 Email: scottbores@onerain.com
<b>Remit invoices to:</b> Accounts Payable Same address as above or Email: <a href="mailto:ap_agreements@scwa.ca.gov">ap_agreements@scwa.ca.gov</a>	<b>Remit payments to:</b> Same as above.

**5. SCOPE OF WORK**

- 5.1. Consultant shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference.

**6. PAYMENT**

- 6.1. *Total Costs:* Total costs under this Agreement shall not exceed \$178,900.
  - a. Total costs for Tasks 1 - 4 shall not exceed \$163,900.
  - b. Total costs for Optional Task 5, if requested in writing by Sonoma Water, shall not exceed \$15,000.
  - c. No more than \$147,510 will be paid until final installation of gauging sites is completed and network expansion is fully functional.
- 6.2. *Method of Payment:*
  - a. Tasks 1 - 5: Consultant shall be paid in accordance with Exhibit B (Schedule of Costs for Tasks 1 - 5). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B.

- b. Hardware: Consultant shall be paid the unit price amounts listed in Exhibit C (Estimated Costs for Hardware). Total number of units is subject to change pending radio path and site surveys. Sonoma Water will determine final number of units in Exhibit C to be installed under this Agreement.
- 6.3. *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 Codes
    - i. Task 1, 2, and 3: F0415D068 & T0463D068
    - ii. Task 4: F0416D049
  - d. Task performed with an itemized description of services rendered by date
  - e. Summary of work performed by subconsultants, as described in Paragraph 16.4
  - f. Time in quarter hours devoted to the task for Tasks 1 - 5
  - g. Hourly rate or rates of the persons performing the task for Tasks 1 - 5
  - h. Lump sum cost for integrated hardware
  - i. List of reimbursable materials and expenses
  - j. Copies of receipts reimbursable materials and expenses
- 6.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit D (Estimated Budget for Tasks 1 - 5). Exhibit D will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 6.2 above.
- 6.5. *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.
- 6.6. *Taxes Withheld by Sonoma Water:*
  - a. Pursuant to California Revenue and Taxation code (R&TC) section 18662, the 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 6.6.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 6.6.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 3 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.

## **7. TERM OF AGREEMENT AND COMMENCEMENT OF WORK**

### **7.1. *Term of Agreement:***

- a. This Agreement shall expire on December 31, 2020 unless terminated earlier in accordance with the provisions of Article 8 (Termination).
- b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article and of the first extension option.

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

## **8. TERMINATION**

- 8.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Water Agency's General Manager.
- 8.2. *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.
- 8.3. *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.

- 8.4. *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 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.
- 8.5. *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 8.3, 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.

## **9. INDEMNIFICATION**

- 9.1. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, employees, and volunteers, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 9 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers'

compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

**10. INSURANCE**

- 10.1. 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 E (Insurance Requirements).

**11. EXTRA OR CHANGED WORK**

- 11.1. 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 the 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.

**12. INDEPENDENT CONTRACTOR**

- 12.1. Consultant is an independent contractor, working under its own supervision and direction and is not an agent or employee of Sonoma Water. Consultant agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement.

**13. CONFIDENTIALITY AND OWNERSHIP**

- 13.1. Sonoma Water retains the exclusive right of ownership to the work, products, inventions and confidential information produced for Sonoma Water by Consultant, and Consultant shall not disclose any information, whether developed by the Consultant or given to Consultant by Sonoma Water. This clause pertains only to materials developed specifically under this Agreement. Sonoma Water makes no claim to Consultant's existing intellectual property.

**14. CONSULTANT STANDARD OF CARE**

- 14.1. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all of Consultant's work will be performed in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver of release.

**15. PREVAILING WAGES**

- 15.1. *General:* Consultant shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Sonoma Water to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Sonoma Water and will be made available to any person upon request.
- 15.2. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Consultant shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code section 1771.4 (a)(3)). Consultant and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.
- 15.3. *Subcontracts:* Consultant shall insert in every subcontract or other arrangement which Consultant may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in

the Labor Code. Pursuant to Labor Code section 1775(b)(1), Consultant shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.

- 15.4. *Compliance with Law:* Consultant stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

## **16. ASSIGNMENT AND DELEGATION**

- 16.1. *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.

- 16.2. *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. Approved subconsultants are as follows:

<i>Name</i>	<i>Type of Services</i>	<i>Prevailing Wages Apply? Y/N</i>
High Sierra Electronics, Inc.		

- 16.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 16.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 16.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 16.2:

- 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 9 (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.
- 16.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 6.3. 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.

**17. COMPLIANCE WITH LAWS**

- 17.1. Consultant shall comply with all applicable federal, state, and local laws, rules and regulations including, without limitation, nondiscrimination laws, Sonoma County Ordinance No. 4291 and 4520 (prohibiting AIDS Discrimination).

**18. STATUTORY COMPLIANCE/LIVING WAGE ORDINANCE**

- 18.1. 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 may be 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.

**19. APPLICABLE LAW AND FORUM**

- 19.1. 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 the forum nearest to the city of Santa Rosa, in the County of Sonoma.

**20. MERGER**

- 20.1. 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.

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 18/18-145

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

Approved as to form:

By: \_\_\_\_\_  
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with  
Sonoma Water

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

**Sonoma County Water Agency**

**OneRain Incorporated**, a Colorado  
corporation

By: \_\_\_\_\_  
Grant Davis  
General Manager  
Authorized per Water Agency's Board of  
Directors Action on August 20, 2019

By: \_\_\_\_\_  
Brian E. Loflin, CFO

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

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

# **EXHIBIT A**

## **Scope of Work**

### **1. TASKS**

#### **1.1. Task 1: Preliminary Work**

##### **a. Radio Path Study**

- i. Complete a preliminary radio path study of proposed site locations based on GIS coordinates provided by Sonoma Water to determine feasibility of site locations.
- ii. Prepare a summary of preliminary radio path study findings including description of sites identified to have terrain obstacles and/or other factors affecting the radio path. For these sites, prepare recommendations for alternate sites or alternate telemetry options.

##### **iii. Memorandum:**

- a) Prepare a memorandum of radio path study and site survey results that includes, but is not limited to, the items below.
  - (i) A detailed description of the work performed
  - (ii) Antenna type and aiming requirements
  - (iii) Receiver specifications
  - (iv) Required filtering
  - (v) Suitability of existing repeater sites and need for additional or modified repeaters and receive locations
  - (vi) A map outlining final proposed network including all gauges, repeater sites and receive locations.
  - (vii) Other information to support the network development or as requested by Sonoma Water.
- b) Review:
  - (i) First Draft: Prepare the memorandum in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return one copy of the draft memorandum to Consultant with comments or approval in writing.
  - (ii) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit one copy of the memorandum for Sonoma Water approval.
- c) Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved report to Sonoma Water in accordance with the date listed for this deliverable.

##### **b. Site Survey**

- i. Following the preliminary radio path study and submittal of summary of findings, visit proposed locations with Water Agency staff to evaluate suitability of site for intended use, document any safety and environmental concerns, and determine site preparation and equipment needs required for installations.
- c. FCC Licensing and Time Division Multiple Access (TDMA) Database Coordination
  - i. Prepare correspondence and technical materials necessary for obtaining required Federal Communications Commission (FCC) radio station licenses.
  - ii. Obtain ALERT2 source addresses for TDMA database coordination in accordance with the National Hydrologic Warning Council (NHWC) Source Address Management Systems (SAMS).
  - iii. Document and provide FCC licenses, source addresses, and TDMA parameters to the County.

<b>Deliverable</b>	<b>Due Date</b>
Preliminary Radio Path Summary of Findings	Within 7 calendar days of Effective Date
Site Survey	Within 21 calendar days of Effective Date
Draft Final Radio Path Study Memorandum	Within 28 calendar days of Effective Date
Final Radio Path Study Memorandum	Within 3 business days of Sonoma Water's approval of draft
FCC Correspondence and License Documentation	Within 7 business days of obtaining FCC licenses

#### 1.2. Task 2: Hardware Procurement and Installation

- a. Deliver necessary hardware for the installation of 3 standpipes with transmitters and rainfall tipping bucket top sections, 6 pressure transducers, 6 wireless SDI-12 bridge slaves, and 5 wireless SDI-12 bridge masters. Hardware to be installed at four flood control reservoirs and at the Mirabel water facility.
- b. Deliver necessary equipment to connect new sites and sensors to existing ALERT2 system, including ALERT2 transmitter, battery, GPS antenna, tipping buckets or pressure transducers, rain funnel, radio, antenna, and lightning protection to provide fully functioning and self-reporting rain and stream gauge sites.
- c. Install and configure necessary equipment for a complete turn-key network including hardware listed above.

<b>Deliverable</b>	<b>Due Date</b>
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Fully Functioning Hardware Integrated into Network	Within 40 calendar days of Effective Date
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1.3. Task 3: Project Management

- a. Schedule a kick-off meeting to coordinate efforts, discuss schedule, address initial questions from field crews, and delineate roles and responsibilities. Provide meeting agenda.
- b. Schedule a coordination meeting via teleconference prior to each installation and maintenance visit to coordinate activities and access.

Deliverable	Due Date
Kick-off Meeting Agenda	No later than 2 calendar days prior to meeting
Kick-off Meeting Minutes	Within 7 calendar days following kick-off meeting
Installation Visit Coordination Meeting Minutes	No later than 7 calendar days prior to each installation visit

1.4. Task 4: System Support and Maintenance

- a. Provide one year of maintenance services for gauging network hardware and software. The one year period of maintenance will begin in September 1, 2019 and include a minimum of two preventative site maintenance visits with the first visit to occur in September 2019.

1.5. Optional Task 5: Additional Services

- a. Do not proceed with this task unless requested in writing by Sonoma Water.
- b. Perform additional services as requested by Sonoma Water to support the work under this Agreement. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.

Deliverable	Due Date
To be determined	To be determined

## 2. **DELIVERABLES**

- 2.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) and three hard copies of each final deliverable to Sonoma Water.

## EXHIBIT B

### Schedule of Costs for Tasks 1 - 5

<b>PERSONNEL</b>	
<b>Title</b>	<b>Hourly Rates not Subject to Prevailing Wage</b>
Project Management/Senior Engineering Services	\$198
Engineering Services/Programming Services	\$155
Technical Software Services	\$138
Technical Field Services	\$121
<b>PREVAILING WAGES</b>	
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.	
<b>EXPENSES</b>	
Subconsultant: High Sierra Electronics, Inc.	\$_____ per hour
Subconsultant: High Sierra Electronics, Inc.	at cost, not to exceed \$_____
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost
Mileage for personal car	\$0.535 per mile or current IRS rate
Rental car	daily rate, at cost
Travel Expenses:*	
Rental car (midsize)	daily rate, at cost
Hotel	At cost not to exceed \$265 per night
Airfare (coach class)	At cost not to exceed \$800 per round trip
Meals	At cost not to exceed \$90 per day;
*Travel Expenses to be pre-approved in writing by Sonoma Water.	alcohol is not a reimbursable cost

## EXHIBIT C

### Estimated Costs for Hardware\*

GAUGING NETWORK HARDWARE				
ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1.	ALERT2 Precipitation Monitoring Station	3	\$6,232	\$18,696
2.	SDI-12 Pressure Transducer	6	\$1,370	\$8,220
3.	SDI-12 Wireless Bridge Mote/Slave	6	\$2,099	\$12,594
4.	SDI-12 Wireless Bridge Gateway/Master	5	\$2,360	\$11,800
5.	Additional PT Cable Length (feet)	400	\$2.50	\$1,000
6.	Shipping Costs	1	\$1,740	\$1,740
Subtotal for Gauging Network Hardware				\$ 54,050
California Hardware Tax (8.265%)				\$ 4,323
TOTAL				<b>\$58,373</b>

\*Actual costs will be determined in accordance with Paragraph 6.2.b of this Agreement.

## EXHIBIT D

### Estimated Budget for Tasks 1 - 5

Below is an estimated breakdown of costs associated with professional services for the first year.

Description	Staffing	Qty.	Unit	Unit Price	Total
Project Management	Project Manager	100	hrs.	\$198	\$19,800
Site Survey	Field Engineering	1	ea.	\$4,623	\$4,623
Radio Path Study	Field Engineering	4	hrs.	\$155	\$620
FCC Licensing	Field Engineering	6	hrs.	\$155	\$930
Site Installation	Field Engineering	1	ea.	\$23,142	\$23,142

Below is an estimated breakdown of costs associated with professional services for each additional year after the first year.

Description	Qty.	Unit	Unit Price	TOTAL
Annual Software Support and Maintenance	1	ea.	\$17,000	\$17,000
Gauging Network Annual Maintenance	1	ea.	\$39,412	\$39,412



## EXHIBIT E

### 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 the 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 the 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. 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.

1.5. Documentation

- a. The Certificate of Insurance must include the following reference: TW 18/18-145.
- 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, or 1.3, above.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.6. Policy Obligations

- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.7. 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.