

Agreement for Sanitary Sewer Hydraulic Modeling

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 **Woodard & Curran, Inc.**, a Maine 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 Maine 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 sanitary sewer hydraulic modeling and related services.
- B. Sonoma County Water Agency operates and manages 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.
- C. Sonoma County Water Agency owns, operates, and manages Airport/Larkfield/Wikiup Sanitation Zone, Geyserville Sanitation Zone, Penngrove Sanitation Zone, and Sea Ranch Sanitation Zone ("Zones").
- D. In accordance with the California Statewide General Waste Discharge Requirements for Sanitary Sewer Systems, Sonoma County Water Agency has developed a Sewer System Management Plan (SSMP) for the collection system in each of the Sanitation Districts and Sanitation Zones it manages. Under this Agreement, Consultant will update the SSMPs for each District and Zone.
- E. One of the requirements of the SSMPs is a system evaluation and capacity assurance plan. Collection system modeling and capacity assessment are necessary in order to update the system evaluation and capacity assurance plans.
- F. Under this Agreement, Consultant will also update the sewer collection system models for Sonoma Valley County Sanitation District, Russian River County Sanitation District, and Airport/Larkfield/Wikiup Sanitation Zone for current and build-out flow.
- G. In addition, for Sonoma Valley County Sanitation District, Russian River County Sanitation District, and Airport/Larkfield/Wikiup Sanitation Zone, Consultant will assess the impact on sewer capacity of various proposed new projects or changes in system flows or configuration, and identify improvements necessary to relieve any capacity deficiencies caused by such changes.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

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

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

3. SCOPE OF SERVICES

- 3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Consultant
Project Manager: Kevin Booker 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-1865 Email: kevin.booker@scwa.ca.gov	Contact: Gisa Ju 2175 North California Boulevard, Suite 315 Walnut Creek, CA 94596 Phone: 925-627-4100 Email: gju@woodardcurran.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	P.O. Box 55008 Boston, MA 02205-5008

- 3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in

accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

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

4. **PAYMENT**

4.1. *Total Costs:*

- a. Total costs under this Agreement shall not exceed \$375,000.
- b. No more than \$337,500 will be paid until the Sewer System Management Plans in Task 1.5 are submitted.

- 4.2. *Method of Payment:* Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
- a. Consultant name
 - b. Name of Agreement
 - c. Sonoma Water's Project-Activity Code V0005C019
 - d. Task performed with an itemized description of services rendered by date and allocated per District and Zone
 - 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 1.6 of Exhibit A.
- 4.5. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.
- 4.6. *Rate Changes:* Upon at least 30 days written notice, Consultant may change the hourly rates up to 3% per year, commencing one year from the Effective Date of this Agreement and no more than once every 12 months thereafter.
- 4.7. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 4.8. *Taxes Withheld by Sonoma Water:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do

business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

- b. If Consultant does not qualify, as described in Paragraph 4.8.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.8.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 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 December 10, 2022, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article and of the first extension option.

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

6. TERMINATION

6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.

6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall

deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 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.

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. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable

federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

- 12.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.8. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 12.9. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

12.10. *Zone Liability:* The term “Zone” or “Zones” as used in this Paragraph 12.10 shall mean any applicable Sanitation Zone, as described in Recital C of this Agreement. To the extent any work under this agreements relates to Zone activities, Consultant shall be paid exclusively from Zone funds. Consultant agrees that Consultant shall make no claim for compensation for Consultant’s services against other funds available to Sonoma County Water Agency and Consultant expressly waives any right to be compensated from other funds available to Sonoma County Water Agency. In addition, Consultant acknowledges that West’s Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma County Water Agency based on causes of action arising from Zone activities may be made only from funds of those Zones.

12.11. *District Liability:* Districts are separate legal entities from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Consultant shall be paid exclusively from District funds. Consultant agrees that it shall make no claim for compensation for Consultant’s services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

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. Approved subconsultants are as follows:

<i>Name</i>	<i>Type of Services</i>	<i>Prevailing Wages Apply? Y/N</i>
Brelje & Race	Engineering support	N

- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

- 14.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

- 15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a

written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

16. MISCELLANEOUS PROVISIONS

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

- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 16.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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

Reviewed as to funds:

TW 18/19-110

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: 10/1/19 JES

**Sonoma County Water Agency, Occidental
County Sanitation District, Russian River
County Sanitation District, Sonoma Valley
County Sanitation District, and South Park
County Sanitation District**

Woodard & Curran, Inc., a Maine corporation

By: _____
Grant Davis
General Manager
Authorized per Boards of Directors
Actions on December 17, 2019

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Update Existing Hydraulic Models

- a. Update existing hydraulic models previously developed for the Sonoma Valley County Sanitation District (SVCSD), Russian River County Sanitation District (RRCSD), and Airport/Larkfield/Wikiup Sanitation Zone (ALWSZ) for the capacity assessments completed in 2016. Prepare updates in InfoWorks™ ICM and deliver as ICM transportable files. Updates include, but are not limited to:
 - i. Update model pipe networks to include recent system changes provided by Sonoma Water.
 - ii. Add selected smaller diameter pipes to the model, as directed by Sonoma Water (up to 10 percent increase in total model pipe footage).
 - iii. Update pipe inside diameters and “n” values based on pipe material in accordance with data contained in Sonoma Water’s geographic information system (GIS) database.
 - iv. Update existing model loads (base wastewater flows) based on Sonoma Water’s latest tabulation of equivalent single-family dwellings by parcel for fiscal year 2019/2020.
 - v. Review and discuss with Sonoma Water the methodology used to develop the future model scenario and the parcel development spreadsheet for 2016 (Appendix A of the 2016 Capacity Assessment Reports described in Task 2). Modify the methodology and assumptions as needed based on these discussions.
 - vi. Update the future model scenario and spreadsheets using the revised methodology and data on proposed developments received from Sonoma Water and the current Sonoma County General Plan and zoning GIS mapping.
 - vii. Review recent daily flow data for the Sonoma Developmental Center and refine model wet-weather flow parameters for this area based on the format and accuracy of the flow data (SVCSD model). Run model for assumed inflow and infiltration reduction scenarios to evaluate capacity impact on downstream SVCSD system.
 - viii. Review recent flow data from the wastewater treatment plants and level data for SVCSD’s five “smart-lid” installations in SVCSD and compare to simulated model flows for dry-weather and observed wet-weather events. Note discrepancies and make recommendations for obtaining additional data for refining model calibration.
- b. Prepare one technical memorandum each for SVCSD, RRCSD, and ALWSZ summarizing the hydraulic model updates specified in Task 1a.

- i. Contents. Prepare one technical memorandum each for SVCSD, RRCSD, and ALWSZ that includes, but is not limited to, the items below:
 - a) Table of Contents
 - b) Summary of work performed in 1.1.a.i through 1.1.a.viii under this task
 - c) Recommendations for obtaining additional data for refining model calibration as described in 1.1.a.viii under this task
 - d) Updated scenario and spreadsheets of future parcel developments described in 1.1.a.vi under this task
 - e) Other information developed as part of the work under this task as requested by Sonoma Water
- ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare each technical 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 each draft technical memorandum to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise each draft technical memorandum and resubmit one electronic copy of each technical memorandum for Sonoma Water approval.
- iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit each final approved technical memorandum to Sonoma Water in accordance with the date listed for this deliverable
- c. Attend up to two meetings with Sonoma Water to discuss the model updates.
- d. Prepare meeting agendas.
 - i. First Draft: Prepare the agendas 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 agendas to Consultant with comments or approval in writing.
 - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft agendas and resubmit one copy of the agendas for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final agendas to Sonoma Water.
- e. Prepare and distribute meeting minutes.

Deliverable	Due Date
Draft technical memorandum	Within 6 months of receipt from Sonoma Water of information needed for the model updates

Deliverable	Due Date
Final technical memorandum	Within 14 calendar days of Sonoma Water's approval of draft
Draft Agendas	Within 7 calendar prior to each meeting
Final Agendas	At each meeting
Meeting Minutes	Within 7 calendar days after each meeting
Updated hydraulic models	TBD

1.2. Task 2: Update 2016 Capacity Assessment Reports

- a. Update the 2016 capacity assessment reports for SVCSD, RRCSD, and ALWSZ using the updated models developed in Task 1. Deliver the updates in the form of addenda to the capacity assessment reports.
- b. For SVCSD, review and modify recommended capacity improvement projects based on alternate solutions as suggested by Sonoma Water, including consideration for consolidation of pipes in roads with multiple parallel sewers. Update cost estimates for the recommended projects.
 - i. Contents. Prepare one capacity assessment addendum (Addendum) each for SVCSD, RRCSD and ALWSZ that includes, but is not limited to, the items below.
 - a) Table of Contents
 - b) Hydraulic analysis and design criteria, as indicated by Sonoma Water
 - c) Sensitivity analysis for up to three alternate design storms (e.g., different durations or temporal distributions) as directed by Sonoma Water
 - d) Description of any new or changed predicted capacity deficiencies or recommended capacity improvement projects based on the updated model results
 - e) For SVCSD, updated cost estimates for the recommended projects described in 1.2.b under this task
 - f) A detailed description of the work performed, including methodology, and individuals and agencies contacted
 - g) Other information developed as part of the work under this task as requested by Sonoma Water
 - ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare each Addendum 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 each draft Addendum to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise each draft Addendum and resubmit one copy of each Addendum for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit each final approved

Addendum to Sonoma Water in accordance with the date listed for this deliverable.

- c. Attend up to two meetings with Sonoma Water to discuss updates to the capacity assessment reports.
- d. Prepare meeting agendas.
 - i. First Draft: Prepare the agendas 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 agendas to Consultant with comments or approval in writing.
 - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft agendas and resubmit one copy of the agendas for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final agendas to Sonoma Water.
- e. Prepare and distribute meeting minutes.

Deliverable	Due Date
Draft Addenda	Within 4 months after completion of final technical memoranda in Task 1
Final Addenda	Within 14 calendar days of Sonoma Water's approval of draft
Draft Agendas	Within 7 calendar prior to each meeting
Final Agendas	At each meeting
Meeting Minutes	Within 7 calendar days after each meeting

- 1.3. Task 3: Develop Guidance for Future Model Use, Maintenance, and Updates
 - a. Develop tools and procedures to guide future use, maintenance, and update of the hydraulic models, including:
 - i. Database to track status of planned future developments or growth potential by parcel
 - ii. Approach for updating existing model loads and network changes on an annual or bi-annual basis
 - b. Develop guidelines for model reviews and updates:
 - i. Contents. Prepare written guidelines for model review and updates (Guidelines) that include, but are not limited to, the items below.
 - a) Table of Contents
 - b) Description of how to determine when a proposed development warrants additional modeling
 - c) Description of how to identify parcels contributing to existing deficiencies or proposed capacity improvement projects
 - d) Approach for updating existing model loads and network changes on an annual or bi-annual basis

- e) Other information developed as part of the work under this task as requested by Sonoma Water
- ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare Guidelines 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 draft Guidelines to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise draft Guidelines and resubmit one copy of Guidelines for Sonoma Water approval.
- iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit final approved Guidelines to Sonoma Water in accordance with the date listed for this deliverable.
- c. Conduct up to four half-day training sessions at Sonoma Water on InfoWorks ICM Viewer and other guidelines developed under this task.
- d. Provide Training Agenda and Materials
 - i. Contents. Prepare agenda and materials for InfoWorks ICM Viewer and model guidelines training that include, but are not limited to, the items below:
 - a) Description of the items to be addressed in each training session in the form of PowerPoint slides
 - b) Relevant parts of the Guidelines developed under Task 3, as related to the topics of each training session
 - ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare the training agenda and materials 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 training agenda and materials to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft training agenda and materials and resubmit one electronic copy of the training materials and curriculum for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved training agenda and materials to Sonoma Water in accordance with the date listed for this deliverable
- e. Provide attendance rosters for trainings.

Deliverable	Due Date
Database	TBD
Draft Guidelines	Within 4 months after completion of final technical memoranda in Task 1

Final Guidelines	Within 14 calendar days of Sonoma Water's approval of draft
Draft training agenda and materials	7 calendar days prior to each training session
Final training agenda and materials	At each session
Training	TBD
Attendance rosters for trainings	No later than 10 calendar days after completion of trainings

1.4. Task 4: On-Call Modeling Services

- a. Provide modeling services for development reviews, design support, operational analyses, or additional model updates as requested by Sonoma Water.
- b. Prepare a summary of results (Summary) for each request in a technical memorandum.
 - i. Contents. Prepare a Summary that includes, but is not limited to, the items below:
 - a) Table of Contents
 - b) Description of the purpose of the modeling analysis, relevant data and methodology used, and model results in the form of tables, thematic maps, or model profiles
 - c) Other information as requested by Sonoma Water
 - ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare the Summary 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 Summary to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft Summary and resubmit one electronic copy of the Summary for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved Summary to Sonoma Water in accordance with the date listed for this deliverable

Deliverable	Due Date
Draft Summary	TBD
Final Summary	TBD

1.5. Task 5: Update SSMPs

- a. Update SSMPs for the eight Districts and Zones operated by Sonoma Water. Sonoma Water will provide the information needed for the updates and the native files for the current SSMP documents.

- b. Update the SSMPs:
 - i. Contents. Prepare updated SSMPs for the Districts and Zones that include, but are not limited to, the items below.
 - a) able of Contents
 - b) Changes in organizational structures or procedures implemented since the last SSMP updates and an update of the table of performance indicators
 - c) For Occidental County Sanitation District, South Park County Sanitation District, Geyserville Sanitation Zone, Penngrove Sanitation Zone, and Sea Ranch Sanitation Zone, review available sewer GIS files, sanitary sewer overflow data, and treatment plant flow data to develop an approach for meeting the SSMP requirements for the System Evaluation and Capacity Assurance Plan (SECAP) element. If considered necessary or warranted to meet the SECAP requirements, recommend additional capacity analyses, which may include flow monitoring, simple spreadsheet capacity calculations, or limited hydraulic modeling
 - d) Other information developed as part of the work under this task as requested by Sonoma Water
 - ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare each SSMP 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 each draft SSMP to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise each draft SSMP and resubmit one copy of each SSMP for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit each final approved SSMP to Sonoma Water in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft SSMPs	Within 8 weeks after receipt from Sonoma Water of information needed for the SSMP updates
Final SSMPs	Within 14 calendar days of Sonoma Water's approval of draft

- 1.6. Task 6: Project Management and Coordination
 - a. Monitor project budget and schedule
 - b. Prepare monthly progress reports.
 - i. Submit one copy to Sonoma Water in accordance with the date listed for this deliverable.
 - ii. Include the following in each monthly progress report:

- a) A summary of work completed during the monthly billing period, work planned for the following month, status of the project budget and schedule, and identify key decisions made and project issues that need to be resolved.
 - b) Dates and subject of meetings conducted
 - c) Other information as appropriate or as requested by Sonoma Water
- c. Attend a kickoff meeting within 30 days of Effective Date.
 - i. Prepare meeting agenda.
 - a) First Draft: Prepare the agenda in draft form and submit to Sonoma Water for review and approval in accordance with the dates listed for this task. Sonoma Water will return one copy of the draft agenda to Consultant with comments or approval in writing.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft agenda and resubmit one copy of the agenda 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 agenda to Sonoma Water.
- d. Prepare and distribute meeting minutes.
- e. Communicate with Sonoma Water via email and telephone to discuss project status and issues.

Deliverable	Due Date
Monthly Progress Report	Monthly with invoices
Draft Agenda	Within 7 calendar prior to each meeting
Final Agenda	At each meeting
Meeting Minutes	Within 7 calendar days after meeting

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).

Exhibit B

Schedule of Costs

PERSONNEL		
Title	2019 Hourly Rates	Estimated 2020 Hourly Rates
Engineer 1 (E1) Scientist 1 (S1) Geologist 1 (G1) Planner 1 (P1) Technical Specialist 1 (TS1)	\$162	\$167
Engineer 2 (E2) Scientist 2 (S2) Geologist 2 (G2) Planner 2 (P2) Technical Specialist 2 (TS2)	\$187	\$193
Engineer 3 (E3) Scientist 3 (S3) Geologist 3 (G3) Planner 3 (P3) Technical Specialist 3 (TS3)	\$212	\$218
Project Engineer 1 (PE1) Project Specialist 1 (PS1) Project Geologist 1 (PG1) Project Planner 1 (PP1) Project Technical Specialist 1 (PTS1)	\$221	\$228
Project Engineer 2 (PE2) Project Specialist 2 (PS2) Project Geologist 2 (PG2) Project Planner 2 (PP2) Project Technical Specialist 2 (TS2)	\$236	\$243
Project Manager 1 (PM1) Technical Manager 1 (TM1)	\$251	\$259
Project Manager 2 (PM2) Technical Manager 2 (TM2)	\$266	\$274
Senior Project Manager (SPM) Senior Technical Manager (STM)	\$282	\$290
Senior Technical Practice Leader (STPL)	\$310	\$319
National Practice Leader (NPL) Strategic Business Unit Leader (SBUL)	\$320	\$330
Software Engineer 1 (SE1)	\$147	\$151

Software Engineer 2 (SE2)	\$170	\$175
Designer 1 (D1)	\$125	\$129
Designer 2 (D2)	\$155	\$160
Designer 3 (D3)	\$160	\$165
Senior Software Developer (SSD)		
Senior Designer (SD)	\$165	\$170
Project Assistant (PA)	\$110	\$113
Marketing Assistant (MA)	\$118	\$122
Graphic Artist (GA)		
Senior Accountant (SA)	\$129	\$133
Senior Project Assistant		
Billing Manager (BM)		
Marketing Manager (MM)	\$149	\$153
Graphics Manager (GM)		
EXPENSES		
Item	Cost	
Subconsultant: Brelje & Race	at cost, + 10% of subconsultant labor cost	
Copies	\$0.10 per page	
Postage	at cost	
Overnight mail	at cost	
Mileage for personal car	Current IRS rate	
Rental car (compact or midsize)	At cost	
Airfare	At cost	
Lodging/meals	Not to exceed \$250 per day	
Incidental travel expenses (including shuttle, taxi or public transportation services, tolls, parking)	Not to exceed \$75 per day	

Exhibit C

Estimated Budget for Scope of Work

Tasks	Woodard & Curran Labor							Other Direct Costs ²	Subcon- sultant ³	TOTAL
	PIC/Tech. Review	Project Manager	Tech. Support	Tech. Support	Senior Tech. Support	Admin.	Labor Total ¹			
	Billing classification>>	STPL	SPM	PM1	E1	STPL	PA	Hours	(\$)	(\$)
Task 1: Update Existing Hydraulic Models										
Update/expand networks		16	24	80				120	\$ 23,848	\$ -
Update existing loads		16	24	60				100	\$ 20,560	\$ -
Update future loads	4	24	40	40				108	\$ 24,896	\$ -
Review flow data; adjust calibration	8	24	32	40				104	\$ 24,116	\$ -
Meetings	8	12						20	\$ 5,952	\$ 300
Prepare TM	4	16	32	24				76	\$ 18,202	\$ -
Subtotal Task 1	24	108	152	244	0	0		528	\$ 117,575	\$ 300
Task 2: Update 2016 Capacity Assessment Reports										
Update capacity deficiencies and projects	2	8	16	24	4			54	\$ 12,381	\$ -
Conduct design storm sensitivity analyses	4	8	16	24				52	\$ 11,742	\$ -
Evaluate alternative projects (SVCSD)	2	8	32	24	16			82	\$ 20,349	\$ -
Meetings	8	12						20	\$ 6,040	\$ 300
Prepare report addenda	4	8	24	32		8		76	\$ 16,052	\$ -
Subtotal Task 2	20	44	88	104	20	8		284	\$ 66,563	\$ 300
Task 3: Guidance for Future Model Use, Maintenance, Updates										
Develop development tracking database	2	8	32					42	\$ 11,235	\$ -
Develop guidelines	2	16	16					34	\$ 9,422	\$ -
Develop approach for model updates	2	16	16					34	\$ 9,422	\$ -
Provide ICM Viewer training and training materials		32	40					72	\$ 19,636	\$ 600
Subtotal Task 3	6	72	104	0	0	0		182	\$ 49,716	\$ 600
Task 4: On-Call Modeling Services										
SVCSD	4	32	32	142				210	\$ 42,539	\$ -
RRCSO	2	8		8				18	\$ 4,297	\$ -
ALWSZ	2	12	12	48				74	\$ 15,236	\$ -
Subtotal Task 4	8	52	44	198	0	0		302	\$ 62,072	\$ -
Task 5: Update SSMPs										
Evaluate data for SECAP for smaller districts	16	24		40				80	\$ 18,208	\$ -
Update SSMPs	24			48		8		80	\$ 16,579	\$ -
Subtotal Task 5	40	24	0	88	0	8		160	\$ 34,787	\$ -
Task 6: Project Management										
Kickoff meeting & communications	8	32						40	\$ 11,849	\$ 300
Project administration	8	48				36		92	\$ 20,575	\$ -
Subtotal Task 6	16	80	0	0	0	36		132	\$ 32,424	\$ 300
TOTAL	114	380	388	634	20	52		1,588	\$ 383,137	\$ 1,500

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. 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, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District,

and South Park County Sanitation District, their 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 18/19-110.
- 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, c/o Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

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

1.8. Material Breach

- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement.

Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Consultant, Sonoma Water may deduct from sums due to Consultant any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.



WOOD&CU-01

MDONOVAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/24/2019

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).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888 E-MAIL ADDRESS: boston@amesgough.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Continental Casualty Company (CNA) A, XV	
INSURER B : Transportation Insurance Company A(XV)	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED Woodard & Curran, Inc. 2175 N. California Blvd., Suite 315 Walnut Creek, CA 94596	NAIC # 20443 20494
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COVERAGES**CERTIFICATE NUMBER:****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	X COMMERCIAL GENERAL LIABILITY <div> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR </div> <div> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC </div> <div> <input type="checkbox"/> OTHER: </div>	X		6014561812	2/23/2019	2/23/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	X AUTOMOBILE LIABILITY <div> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS </div> <div> <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY </div>			6014561843	2/23/2019	2/23/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	WC676061276	2/23/2019	2/23/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			114135520	2/23/2019	2/23/2020	Per Claim 1,000,000
A				114135520	2/23/2019	2/23/2020	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If AI box is checked, GL Endorsement Form# CNA75079XX, Auto Endt Form# CNA71527XX to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: TW 18/19-110

Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District their officers, agents, and employees (collectively referred to as "Sonoma Water") shall be included as additional SEE ATTACHED ACORD 101

CERTIFICATE HOLDER**CANCELLATION**

Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation c/o Sonoma County Water Agency 404 Aviation Boulevard Santa Rosa, CA 95403	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
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ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Woodard & Curran, Inc. 2175 N. California Blvd., Suite 315 Walnut Creek, CA 94596
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

insured with respects to General Liability where required by written contract. General Liability is primary and Non-contributory as required per written contract.



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. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:
 - A. in the performance of your ongoing operations subject to such **written contract**; or
 - B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:
 1. the **written contract** requires you to provide the additional insured such coverage; and
 2. this **coverage part** provides such coverage.
- II. But if the **written contract** requires:
 - A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or
 - B. additional insured coverage with "arising out of" language; or
 - C. additional insured coverage to the greatest extent permissible by law; then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.
- III. 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**.
- IV. 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**.
- V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

Primary and Noncontributory Insurance



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

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured. But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. 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. 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
3. make available any other insurance, and 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 3. 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.

VII. 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 you 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.