

DRAFT Fourth Amended Agreement for Consulting Services to Prepare a Climate Adaptation Plan

This fourth amended agreement (“Fourth Amended Agreement” or “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 **CH2MHill**, a Delaware corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 5 (Term of Agreement).

RECITALS

- A. Consultant represents that it is a Delaware State 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 multidiscipline engineering and environmental services firm, experienced in water resource management and environmental projects and related services.
- B. Sonoma Water has developed a workplan that outlines the steps necessary to prepare a Climate Adaptation Plan (Plan).
- C. Consultant will assist with Plan development, including: project chartering and initiation, reviewing and summarizing climate science, developing climate scenarios and parameters, conducting vulnerability assessments, performing risk assessments, identifying and evaluating adaptation options, developing adaptation strategies, and attending stakeholder meetings.
- D. The Plan is designed to address potential impacts to Sonoma Water’s infrastructure and operation from climate change. The Plan will assess Sonoma Water’s water supply, flood control, and sanitation infrastructure and operations in order to identify threats to infrastructure and operations and develop adaptation strategies to reduce vulnerabilities created by climate change.
- E. Sonoma County Water Agency operates the 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 the Districts.
- F. Sonoma Water and Consultant first entered into this Agreement on September 13, 2016.
- G. The First Amended Agreement extended the term by one year, for a new term end date of June 30, 2019, to allow Consultant to continue the work.
- H. The Second Amended Agreement extended the term by one year, for a new term end date of June 30, 2020, to allow Consultant to continue the work.

- I. In addition, this Second Amended Agreement changes occurrences of “Water Agency” to “Sonoma Water.”
- J. The Third Amended Agreement extended the term by one year for a new term end date of June 30, 2021, due to delays caused by the Kincaid Fire, Public Safety Power Shutdowns, and the coronavirus pandemic.
- K. This Fourth Amended Agreement adds \$108,000 to the agreement cost to add tasks to the existing scope.
- L. Through the course of vulnerability assessment process, Consultant identified five areas for which additional quantitative analysis should be conducted to support the climate adaptation planning effort.
- M. This Fourth Amended Agreement supersedes all previous agreements and amendments between the parties.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

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 Breakdown of Costs
 - d. Exhibit D: Insurance Requirements

3. SCOPE OF SERVICES

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

Sonoma Water	Consultant
Project Manager: Dale Roberts 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 547-1979 Email: Dale.Roberts@scwa.ca.gov	Contact: Armin Munevar 402 West Broadway, Suite 1450 San Diego, CA 92101 Phone: (619) 272-7218 Email: armin.munevar@ch2m.com
Remit invoices to: Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Remit payments to: Attn: Accounts Receivable CH2M Hill Engineers, Inc. P.O. Box 201869 Dallas, TX 75320-1869

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

3.4. *Assigned Personnel:*

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

- c. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Armin Munevar, Project Manager
- d. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. **PAYMENT**

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$937,214.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:
 - a. Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B (Schedule of Costs). Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
 - a. Consultant name
 - b. Name of Agreement
 - c. Sonoma Water's Project-Activity Code B0013D035
 - d. Task performed with an itemized description of services rendered by date
 - e. Summary of work performed by subconsultants, as described in Paragraph 14.4
 - f. Time in quarter hours devoted to the task
 - g. Hourly rate or rates of the persons performing the task
 - h. List of reimbursable materials and expenses
- 4.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Breakdown of Costs). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.

4.5. *Funding:*

a. Funding for this Agreement is as follows:

Fiscal Years	Appropriations
2016/2017	\$414,607
2017/2018	\$414,607

b. Availability of Funding in Subsequent Fiscal Years:

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

5. **TERM OF AGREEMENT**

- 5.1. The term of this Agreement shall be from September 13, 2016 ("Effective Date") to June 30, 2021, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. 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.

6. **TERMINATION**

- 6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma Water'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 materials and work product subject to Paragraph 12.8 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 expenses 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 times 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 negligence on the part of Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

- 8.1. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D (Insurance Requirements).

9. PROSECUTION OF WORK

- 9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

10. EXTRA OR CHANGED WORK

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the Scope of Work or significantly lengthen time schedules may be executed by Sonoma Water'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. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water/County-managed or Sonoma Water/County-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://webstandards.sonoma-county.org>.
- 11.2. *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).

- 11.3. *Alternate Format*: When it is strictly impossible due to the unavailability of technologies *required* to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water 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.
- 11.4. *Noncompliant Materials; Obligation to Cure*: Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water/County-managed or Sonoma Water/County-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.
- 11.5. *Sonoma Water's Rights Reserved*: Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

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. *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.
- 12.3. *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.
- 12.4. *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.
- 12.5. *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.

- 12.6. *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.
- 12.7. *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.
- 12.8. *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.
- 12.9. *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.
- 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 14.2. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2 above:
- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant. Sonoma Water's Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the agreement exceeds \$25,000. In connection with such approval, Consultant shall provide Sonoma Water with copies of the responses to Consultant's Request for Proposals (RFP) to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant's reasons for

choosing the recommended subconsultant based upon the criteria in the RFP.

- 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, (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. 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.
- 16.11. *Consequential Damages:* Except for the indemnification, defense, hold harmless and related responsibilities of Consultant specified in Article 7, Indemnification,

[illegible]

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

TW 15/16-050D

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: 8/18/20 jlw

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

CH2MHill, a Delaware corporation

By: _____
Grant Davis
General Manager
Authorized per Boards of Directors
Action on October 20, 2020

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. COMMENCEMENT OF WORK

- 1.1. Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

2. TASKS

- 2.1. Task 1: Project Chartering and Initiation
 - a. Review Sonoma Water Climate Adaptation Work Plan
 - b. Kickoff meeting
 - i. Attend a kickoff meeting with Sonoma Water staff and selected stakeholders that includes the following:
 - a) Identify Sonoma Water systems to be evaluated
 - 1) Identify the components of each system
 - 2) Identify how system components interact with each other
 - ii. Prepare agenda for kickoff meeting.
 - a) Prepare meeting minutes including action items list.
 - c. Review. Submit to Sonoma Water for review.
 - i. First Draft: Prepare the report 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 (1) copy of the draft report to Consultant with comments or approval in writing within five (5) calendar days.
 - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit one (1) copy of the report 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

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

Deliverable	Due Date
Draft Agenda	August 15, 2016
Final Agenda	Within five (5) calendar days of Sonoma Water approval of draft.
Draft Minutes	Within five (5) calendar days of Kickoff meeting.
Final Minutes	Within five (5) calendar days of Sonoma Water approval of draft.

2.2. Task 2: Review and Summarize Climate Science

- a. Describe the current global, national, and regional state of climate science.
- b. Develop Climate Scenarios and Parameters
 - i. Identify and develop climate projections that will be used to evaluate potential impacts to Sonoma Water service territory.
- c. Summarize potential effects of climate change on Sonoma Water infrastructure and operations in addition to watersheds within Sonoma Water's service area.
- d. Prepare Technical Memorandums
 - i. Technical Memorandum #1: Summarize climate science, climate projections, and uncertainty.
 - ii. Technical Memorandum #2: Define the climate scenarios, time periods, and specific climatological and hydrological parameters to be applied for Sonoma Water facilities evaluations.
- e. Submit technical memorandums to Sonoma Water for review:
 - i. First Draft: Prepare the technical memorandums 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 (1) copy of the draft technical memorandums to Consultant with comments or approval in writing.
 - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft technical memorandum(s) and resubmit one (1) copy of the technical memorandum(s) 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

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

Deliverable	Due Date
Draft Technical Memo #1	October 15, 2016
Final Technical Memo #1	Within fourteen (14) calendar days of Sonoma Water approval of draft.
Draft Technical Memo #2	November 30, 2016
Final Technical Memo #2	June 30, 2020

2.3. Task 3: Conduct Vulnerability Assessment

- a. Develop performance metrics and thresholds
 - i. Work with Sonoma Water to develop performance metrics for Sonoma Water facilities.
 - a) Define the function and reliability goal for each facility.
 - b) Describe how the metric will be evaluated quantitatively.
 - c) Consider how well systems function to provide service under current conditions, as well as future conditions related to climate change.
 - ii. Develop thresholds for each metric that indicate the vulnerability associated with each facility function.
 - iii. Several performance metrics may be used to capture different performance aspects of the facilities.
- b. Prepare a Vulnerability Assessment Report defining the performance metrics and thresholds selected for Sonoma Water facilities, and submit to Sonoma Water for review.
 - i. First Draft: Prepare the report 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 (1) copy of the draft report to Consultant with comments or approval in writing.
 - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit one (1) copy of the report 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 report to Sonoma Water in accordance with the date listed for this deliverable.
- c. Develop system-relevant climate scenarios
 - i. In consultation with Sonoma Water, select a range of climate scenarios (four to six) for use in a vulnerability assessment that consider the following factors:

- a) Planning horizon—Climate projections need to be consistent with planning horizons of the various Sonoma Water function being analyzed.
 - b) Key climate drivers—Ensure climate variables are selected for the actual drivers of vulnerability to the various Sonoma Water functions.
 - c) Spatial Resolution—Align climate scenarios with the spatial resolution of the systems.
 - d) Temporal transition—Align the climate scenarios with the temporal resolution needed to assess the vulnerability of the systems.
- d. Consider the uncertainties inherent in climate modeling including:
 - i. Variability in greenhouse gas emissions
 - ii. Uncertainty in climate model projections
 - iii. Uncertainty in methods used to downscale global climate models
 - iv. Other sources of uncertainty
- e. Prepare a System-relevant Climate Scenario Report defining and describing the system-relevant climate scenarios developed.
 - i. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare the report 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 (1) copy of the draft report to Consultant with comments or approval in writing within five (5) calendar days.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit one (1) copy of the report 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.
- f. Perform qualitative vulnerability assessment
 - i. Conduct two field visits to understand and document Sonoma Water's major water supply, flood control, and sanitation systems, and key operations.
 - ii. Conduct and facilitate a qualitative vulnerability assessment of Sonoma Water facilities in a workshop setting.
 - iii. Coordinate with Sonoma Water on the attendees, timing, and duration of the workshop, anticipated to consist of two, half-day sessions.
 - iv. Focus the workshop on confirming system components, confirming system metrics and thresholds, identifying system sensitivity to climate change, and qualitatively addressing the adaptive capacity of system components.

- a) Prepare workshop materials and email to Sonoma Water prior to workshop

Deliverable	Due Date
Draft Workshop Materials	January 15, 2017
Final Workshop Materials	February 15, 2017

- b) Submit to Sonoma Water for review.

- 1) First Draft: Prepare the report 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 (1) copy of the draft report to Consultant with comments or approval in writing within five (5) calendar days.
- 2) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit one (1) copy of the report for Sonoma Water approval.
- 3) 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.

- v. The workshop shall include the following items:

- a) Brief presentation of the regional/local and projected changes for the region
- 1) Overview of vulnerability and risk assessment process
 - 2) Case studies of similar vulnerability assessments
 - 3) Overview of process that will be used to collect participant feedback and qualitative assessments
 - 4) Facilitated tabletop exercise to establish qualitative vulnerability and risk
 - 5) Summary of findings and corrections

- vi. Prepare a "vulnerability-risk table" as the primary tool for capturing opinions related to system vulnerability and risk.

- vii. Prepare a Qualitative Vulnerability Assessment Report that summarizes the areas of highest vulnerability and uncertainty.

- g. Perform Quantitative Vulnerability Assessment

- i. Based on the results of the Qualitative Vulnerability Assessment, perform the following:
- a) Quantitative Vulnerability Assessment on systems that exhibited a moderate-to-high qualitative vulnerability for Sonoma Water's water supply system.
 - b) Qualitative Vulnerability Assessment on flood and sanitation systems. Evaluate flood and sanitation systems quantitatively where existing tools and evaluations can support.

- ii. Assess quantitative vulnerability under historical and current climate conditions and then again under projections of future climate conditions.
- iii. Utilize the available data and modeling tools, including, but not limited to, the following Sonoma Water facility database and facility descriptions
 - a) GIS and LIDAR mapping and analysis
 - b) Watershed hydrological modeling using the USGS Basin Characteristic Model
 - c) Groundwater modeling using the USGS GSFLOW and MODFLOW groundwater models
 - d) River-reservoir system modeling using the HEC-ResSim model for the Russian River
 - e) River flood hydraulics and sediment transport using HEC-RAS models
 - f) Coastal modeling using the CoSMoS modeling system
 - g) Existing or updated system dynamic models for integrated risk assessment
- iv. Adjust the inputs to selected models to reflect climate change, including, but not limited to:
 - a) Sea level rise
 - b) Population changes
 - c) Land use changes
 - d) Water efficiency trends
 - e) Infrastructure and management programs
 - f) Other factors identified in meetings held with Sonoma Water staff in prior tasks
- v. Develop a method for communicating quantitative vulnerability in consultation with Sonoma Water staff including, but not limited to:
 - a) Frequency that vulnerability thresholds are exceeded
 - b) Percentage of time systems are effected
 - c) Fraction of assets effected
 - d) Combinations of the above or other methods
- vi. Report detailing Vulnerability Assessment process, including, performance metrics and thresholds, system relevant climate scenarios, and qualitative and quantitative assessments.
 - a) Submit report for review.
 - 1. First Draft: Prepare the report 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 (1) copy of the draft report to Consultant with comments or approval in writing within five (5) calendar days.

2. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit one (1) copy of the report for Sonoma Water approval.
3. 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.

Deliverable	Due Date
Draft Qualitative Vulnerability Assessment Report	May 30, 2019
Final Qualitative Vulnerability Assessment Report	July 30, 2020
Draft Quantitative Vulnerability Assessment Report	May 30, 2019
Final Quantitative Vulnerability Assessment Report	July 30, 2020

2.4. Task 4: Perform Risk Assessment

- a. Work with Sonoma Water to determine a method for assessing the risk of climate change to Sonoma Water facilities identified as vulnerable to climate change.
- b. Assess consequences
 - i. Develop a Consequence Rating Scale that evaluates at least the following parameters:
 - a) System function
 - b) Social impacts
 - c) Governance issues
 - d) Financial impacts
- c. Develop a Likelihood Rating Scale that assesses the likelihood of particular climate scenarios.
- d. Assess and rate risk
 - i. Facilitate a workshop with Sonoma Water to assess and rate risk to Sonoma Water facilities using a risk matrix.
 - a) Water Supply, flood control, and sanitation systems will be analyzed using a detailed quantitative risk assessment.
 - b) Provide HEC-HMS and HEC-RAS modeling to better understand climate-flood related vulnerabilities for Santa Rosa Creek and Russian River.
 - c) Provide sediment loading estimates for flood control operations to better understand the distribution of sediment load, and potential changes in sediment loading for Zone 1A.

- d) Fire Risk and Water Quality Modeling: To address growing wildfire risks, as experienced during 2017 and 2019, perform initial modeling of fire risks better understand the probability, location, and extent of fire risk, and impacts on intake water quality.
 - ii. Define the difference between consequence and likelihood and conduct the assessment of each facility independently.
- e. Prioritize risk areas
 - i. Create a risk assessment table.
 - ii. Identify and summarize areas with rating of moderate to high risk.
 - iii. Prepare a map that spatially locates those facilities with moderate-to-high risk.
 - iv. Identify priority areas that would benefit from additional funding and effort for advancing science, developing adaptation strategies and focused outreach.
 - v. Prepare a summary of the system components affected and the climate changes that are the cause.
 - vi. Prepare a concise set of findings statements that led to the selection of the priority areas.
- f. Prepare a Risk Assessment Report detailing the risk assessment process, including rating scales, likelihood rating, risk matrices, and risk assessment.

Deliverable	Due Date
Draft Risk Assessment Report	May 30, 2019
Final Risk Assessment Report	September 30, 2020

2.5. Task 5: Identify and Evaluate Adaptation Options

- a. Identify adaptation options
 - i. Work with Sonoma Water staff to identify a wide range of adaptation options, including:
 - 1) Infrastructure measures
 - 2) System reoperation
 - 3) Management and policy measures
 - ii. Ensure adaptation options are:
 - 1) Targeted toward high risk areas and specific vulnerabilities
 - 2) Grouped into categories that describe particular risk-reduction approaches
- b. Develop adaptation option evaluation criteria
 - i. Work with Sonoma Water to develop evaluation criteria for the evaluation of Sonoma Water-specific adaptation options and include:
 - 1) Technical criteria
 - 2) Environmental criteria

- 3) Economic criteria
- 4) Social criteria
- c. Evaluate options
 - i. Evaluate each criteria quantitatively and qualitatively using alphabetic or numeric scales.
 - a) Water Supply will be analyzed using a detailed quantitative risk assessment.
 - b) The other two systems (e.g. flood control and sanitation) will utilize qualitative information and be assessed quantitatively only where risk assessment tools and evaluations exist.
- d. Prioritize and select options
 - i. Facilitate a workshop with Sonoma Water to prioritize and select adaptation options and develop a subset of options that will be used to determine effectiveness.
 - ii. Use the previously-developed criteria and Sonoma Water preferences to prioritize and select adaptation options for further analysis
- e. Determine effectiveness of selected options
 - i. Perform an analysis of system performance for the options selected
 - ii. Quantify the relative performance of the selected options based on the identified system performance metrics
- f. Prepare a letter report detailing Adaptation Option Evaluation process and results.
- g. Prepare draft funding memo supporting alignment of adaptation concepts and strategies with opportunities which will support implementation. Incorporate California Climate Resilience funding and COVID-19 related infrastructure funding opportunities.

Deliverable	Due Date
Draft Adaptation Option Evaluation Letter Report	May 15, 2020
Final Adaptation Option Evaluation Letter Report	Within 21 calendar days of Sonoma Water approval of draft
Draft Funding Memo	September 30, 2020

2.6. Task 6: Develop Adaptation Strategies

- a. Summarize types of adaptation options
 - i. Identify and describe several types of adaptation options including:
 - a) Early, low-regret actions
 - b) Long term, robust actions
 - c) Long term, contingent actions
 - d) Others

- ii. After identification and selection of adaptation strategies, reevaluate the vulnerability and risk of the system with the addition of these strategies to determine the reduction in vulnerability with the various strategies implemented.
- b. Develop Adaptation Plan
 - i. Document the overall adaptation strategy in an Adaptation Plan that includes the following:
 - a) Science and System Analysis Tool Strategy
 - 1) Improve understanding of climate science
 - 2) Improve understanding and refine assessment of local, system-relevant impacts
 - 3) Investment in upgrades to land surface and system analysis tools
 - b) Adaptation Implementation Strategy
 - 1) Implementation of early, low regret adaptation options
 - 2) Implementation of early phases of longer-term adaptation options
 - 3) Identification of triggers for longer-term adaptation options
 - c) Monitoring and Update Strategy
 - 1) Development of monitoring metrics and thresholds
 - 2) Alignment of current plans with identified adaptation needs (disaster response plans, capital improvements plans)
 - 3) Plan for updates to climate adaptation strategy
 - d) Funding Strategy
 - 1) Identify how actions will be funded through internal mechanisms (CIPs, rates, regional funds)
 - 2) Identify state and national grant funding opportunities
 - 3) Build regional partnerships to leverage limited funds
 - e) Regional Partnership and Leadership Strategy
 - 1) Identification of national or regional policies or programs that are related to goals
 - 2) Identify partners in industry or utilities that have similar risks and strategies
 - 3) Participate or form regional alliances to further causes
 - f) Public Awareness and Outreach Strategy
 - 1) Identify target stakeholders and general public
 - 2) Identify key messages that align with adaptation strategy
 - 3) Identify how stakeholders and public can engage
 - 4) Explore whether incentives could be offered to change use behavior

- ii. Determine content and level of detail for each strategy element in consultation with Sonoma Water.
- 2.7. Task 7: Conduct Stakeholder Meetings
 - a. Attend and participate in up to twelve (12) stakeholder meetings.
 - b. Prepare agendas for each meeting.
- 2.8. Task 8: Prepare an adaptation plan to summarize previous work
 - a. Adaptation Plan Review. Submit to Sonoma Water for review:
 - i. First Draft: Prepare the Adaptation Plan 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 (1) copy of the draft Adaptation Plan to Consultant with comments or approval in writing within 15 days.
 - ii. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft Adaptation Plan report and resubmit one (1) copy of the report 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 Adaptation Plan to Sonoma Water in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Adaptation Plan	September 30, 2020
Revised Draft Adaptation Plan	November 30, 2020
Final Adaptation Plan	Within 21 calendar days of Sonoma Water approval of draft

3. **DELIVERABLES**

- 3.1. Submit one electronic copy in PDF format (emailed) of each final deliverable to Sonoma Water.
- 3.2. Comply with requirements of Paragraph 11 (Content Online Accessibility)

Exhibit B

Schedule of Costs

PERSONNEL		
Title	Rates (per hour)	
	2017	2018 - 2021
Principal Technologist/Principal Project Manager	\$229	\$236
Senior Technologist/Senior Project Manager	\$213	\$220
Engineer Specialist/Project Manager	\$198	\$204
Project Engineer	\$182	\$188
Associate Engineer	\$167	\$172
Staff Engineer II	\$151	\$156
Staff Engineer I	\$136	\$140
Engineering/Environmental Tech 5	\$146	\$151
Engineering/Environmental Tech 4	\$131	\$135
Engineering/Environmental Tech 3	\$115	\$119
Engineering/Environmental Tech 2	\$105	\$108
Engineering/Environmental Tech 1	\$95	\$98
Office/Clerical	\$84	\$87
EXPENSES		
Item	Cost	
Postage	at cost	
Overnight mail	at cost	
Mileage for personal car	Current IRS rate	
Rental car – specify compact, midsize, van, etc. if possible	daily rate, at cost	
Maximum expenses per day	\$500	

Exhibit C

Estimated Breakdown of Costs

Scenario A: Semi-Quantitative Approach to Vulnerability Assessment, Risk Assessment, and Adaptation Option Development (Tasks 4-6)

Task	Year of Activity	Estimated Cost
Task 1: Project Chartering and Initiation	2016	\$ 14,160
(additional coordination and project re-start required due to 2019 Kincadee wildfires, Public Safety Power Shutdowns, and COVID-19 restrictions)	2017-2021	\$ 19,500
Task 2: Review and Summarize Climate Science	2016	\$ 46,804
Task 3: Conduct Vulnerability Assessment	2017	\$ 183,752
	2020-2021	\$ 14,000
Task 4: Perform Risk Assessment	2018-2020	\$ 57,158
	2020-2021	\$ 43,500
Task 5: Identify and Evaluate Adaptation Options	2018-2020	\$ 91,204
	2020-2021	\$ 15,000
Task 6: Develop Adaptation Strategies	2018-2020	\$ 132,232
Task 7: Conduct Stakeholder Meetings	2016-2020	\$ 86,620
	2020-2021	\$ 16,000
Task 8: Prepare Climate Adaptation Plan Report	2017-2020	\$ 136,848
Task 9: Coordination and Meetings	2016-2020	\$ 45,056
Task 10: Project Management	2016-2020	\$ 35,380
Totals		\$ 937,214

Exhibit D

Insurance Requirements

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.

Sonoma Water reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.
- e. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of Excess or General Liability Insurance and 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 additional insured(s) 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 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.
- 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 the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.

- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - e. Required Evidence of Insurance: Certificate of Insurance.
- 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 15/16-050C.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4 above.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- 1.7. Policy Obligations
- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.8. Material Breach
- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Consultant, Sonoma Water may deduct from sums due to Consultant any

premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.