

AGREEMENT FOR AS-NEEDED SERVICES

This agreement ("Agreement"), effective upon execution ("Effective Date"), is by and between the Sonoma County Agricultural Preservation and Open Space District (hereinafter "District") and **Carlile Macy, Inc.**, a **type of California Corporation**, (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it that it is a duly qualified and experienced in **civil engineering, urban planning, landscape architecture, project visioning, community engagement, project design, site assessment, mapping, permitting**; and

WHEREAS, in the judgment of the General Manager of the District, it is necessary and desirable to employ the services of Contractor **for the above services to support Community Spaces Matching Grant Program applicants in application support.**

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

AGREEMENT

1. **Services to be provided.**

1.1 **Request for Services.** Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by reference (hereinafter "Scope of Work") as requested from time to time by District in its sole discretion (hereinafter the "work" or "Work"). Work will be authorized and performed only upon written authorization signed by District and Contractor in a form attached hereto as **Exhibit B** ("Task Order"). Prior to work being performed under this Agreement, District and Contractor will establish and agree on the following information, which agreement shall be reflected in the Task Order: 1) time allowed to perform work; 2) schedule for deliverables; 3) lump sum cost; 4) list of key personnel, if applicable; 5) list of authorized subcontractors, if applicable; and 6) project-specific items to be provided by District. Once signed by both parties, a Task Order shall be considered incorporated into this Agreement as though fully set forth herein. In the event of a conflict between a Task Order and the body of this Agreement, the body of this Agreement shall control.

1.2 **Cooperation with District.** Contractor shall cooperate with District and District staff in the performance of all work hereunder. Contractor shall coordinate the work with the District's Project Manager. Contact information and mailing addresses:

DISTRICT PROJECT LEAD

CONTRACTOR

Name: Amy Ricard	Name: Briana Morrison
Address: 747 Mendocino Avenue – Suite 100	Address: 15 Third Street
Santa Rosa, CA 95401	Santa Rosa, CA 95401

Phone: 707-565-7360	Phone: 707-542-6451
Email: amy.ricard@sonoma-county.org	Email: bmorrison@carlilemacy.com

1.3 Performance Standard; Defective Work. Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. If District determines that any of Contractor's work is not in accordance with such level of competency and standard of care, District, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with District to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional fee until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity. Without limiting the generality of the foregoing, if Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the work in such a way that the completed work will conform to this Agreement, District may order Contractor to replace any such defective work, or stop any portion of the Work to permit District (at Contractor's expense) to replace such defective work. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by District in exercising rights and remedies under this Paragraph. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. These District rights are entirely discretionary on the part of District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Contractor or any other party.

1.4 Protection of Work and Property; and Loss or Damage.

- a. Contractor shall continuously maintain adequate protection of its work from damage and shall protect District's property from injury or loss arising in connection with the work performed hereunder. Contractor shall adequately protect adjacent property, as provided by applicable laws and regulations and pursuant to this Agreement. In the event of any damage to District property, Contractor shall immediately notify District of such damage.
- b. Contractor shall take all necessary precautions for the safety of employees on the Work, and shall comply with all laws, regulations and orders to prevent accidents or injury to persons on, about or adjacent to the premises where the Work is being performed. Contractor shall erect at the site where Contractor's work is being performed, and maintain at all times, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workers and the public, and shall post danger signs warning against the hazards created by such features of construction.
- c. In an emergency affecting the safety of life or of a structure or of adjoining property, Contractor shall take all necessary and proper steps to prevent such threatened loss or injury. If practical, Contractor shall communicate with District, and shall be guided by District's directions and advice, but if the character of the emergency be such as to require action with such short limits of time or under circumstances rendering that impractical,

then Contractor shall act independently and upon its own responsibility, subject to the direction and control of District, as soon as it may become practical to obtain the same.

1.5 Supervision of the Work. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform the Work in accordance with this Agreement. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions and programs in connection with the Work. Contractor shall be responsible to see that the completed work complies accurately with this Agreement.

1.6 Guarantee of Work. Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every phase of the work described in an executed Task Order and to complete work in accordance with the terms of this Agreement. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of this Agreement. Contractor warrants that work including, without limitation, each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, drawings and specifications and all descriptions set forth therein, and all other requirements of this Agreement. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of construction where that is specifically shown and expressly required by this Agreement or the Task Order.

The undersigned Contractor hereby guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to District for a period of one year following the date of District's acceptance of the work completed ("Guaranty Period"), its unconditional warranty of the quality and adequacy of all of the work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the work. Neither final payment nor use or nor occupancy of the work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express guarantees, warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the work and pay for any damage resulting there from therefrom, which shall appear within the Guaranty Period.

If within the Guaranty Period, or such other period of time as may be prescribed by laws or regulations, or by the terms of this Agreement or any extended warranty or guaranty, any work is found to be defective, Contractor shall promptly (preferably within 48 hours of notification by District, but no later than 5 days following notification by District), without cost to District and in accordance with District's written instructions, correct such defective work. Contractor shall remove any defective work rejected by District and replace it with work that is not defective, and

satisfactorily correct or remove and replace any damage to other work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective work corrected or the rejected work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

Observation and inspection of the Work shall not relieve Contractor of any of its obligations under this Agreement. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and paid for, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of this Agreement up to the end of the Guaranty Period.

This Guaranty is in addition to any other Contractor warranties of Contractor contained in this Agreement, and not in lieu of, any and all other Contractor liability imposed on Contractor under this Agreement and at law with respect to Contractor's duties, obligations, and performance. In the event of any conflict or inconsistency between the terms of this guaranty and any Contractor warranty or obligation of Contractor under the Agreement or at law, such inconsistency or conflict shall be resolved in favor the greater protection to the District.

1.7 Extended Warranties. Any warranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in work performed pursuant to this Agreement shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply District with all warranty and guarantee documents relative to equipment and materials incorporated in the project and guaranteed by their suppliers or manufacturers.

1.8 Safety. In accordance with generally accepted construction practices, Contractor shall be solely and completely responsible for the conditions of the portion(s) of the site associated with Contractor's work, including the safety of all persons and property during performance of the work. This requirement will apply continuously and shall not be limited to normal working hours. The duty, if any, of District to conduct construction reviews of Contractor's performance is not intended to include review of the adequacy of Contractor's safety measures in, on, or near the site. Contractor shall be responsible for initiating, maintaining and supervising all safety and site security precautions and programs in connection with the work, and shall develop and implement a site security and safety plan throughout construction. Contractor shall comply with all safety requirements specified in any safety program established by District, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all theft or damage to the Work, property or structures, and all injuries to persons, either on the site or constituting the Work (e.g., materials in transit), arising from the performance of the work under this Agreement from any cause. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of underground facilities and

utility districts when prosecution of the work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

1.9 Assigned Personnel.

1.9.1 Removal of Personnel. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time District, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from District.

1.9.2 Qualified Replacements. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1 Lump Sum. For all services and incidental costs required hereunder, Contractor shall be paid on a lump sum basis in accordance with the Task Order authorizing such services and costs, regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services. Each Task Order must include a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Contractor shall submit its bill[s] for payment in a form approved by District's Auditor and the District General Manager. The bill[s] shall identify the services completed and the amount charged.

The total payments to Contractor pursuant to this Agreement shall not exceed Fifty Thousand Dollar (\$50,000) without the prior written approval of District. The total payments to Contractor pursuant to any single Task Order shall not exceed Fifty Thousand Dollars (\$50,000). Contractor exceeds said amounts at Contractor's own risk. Unless otherwise noted in this Agreement, payments shall be made within the normal course of District business after presentation of an invoice in a form approved by the District for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the District.

2.2 Taxes. Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the District shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor 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.

If Contractor does not qualify, District requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the

District 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, the Contractor agrees to promptly notify the District of any changes in the facts.

Forms should be sent to the District pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide District with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from the Effective Date and terminate upon either the depletion of the not-to-exceed amount listed in Section 2.1 or on **May 14, 2027 (5/14/2027)**, whichever is earlier, unless the Agreement is terminated earlier in accordance with the terms herein. District, at its option, shall have the right to extend the Term of the Agreement for two additional one-year periods by providing notice to Contractor.
4. Termination.
 - 4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, District shall have the right, in its sole discretion, to terminate this Agreement by giving five (5) days written notice to Contractor.
 - 4.2 Termination for Cause. Notwithstanding any other provisions of this Agreement, should Contractor 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, District may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.
 - 4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within fourteen (14) days following the date of termination, shall deliver to District all materials and work product subject to Section 9.11 and shall submit to District an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
 - 4.4 Payment Upon Termination. Upon termination of this Agreement by District, Contractor 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 Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if District terminates the Agreement for cause pursuant to Section 4.2, District shall deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by Contractor.
 - 4.5 Authority to Terminate. The Board of Directors has the authority to terminate this Agreement on behalf of District. In addition, the District's General Manager, on consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the District.
5. Indemnification.
 - 5.1 Release. District and each of its officers, employees, consultants and agents, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the work;

loss or damage to materials or other things used or employed in performing the work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or the character of the work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

5.2 Indemnification. Except for matters relating to Hazardous Materials (as defined below) or Environmental Laws (as defined below), none of which are covered by this Section 5.2, to the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), Contractor shall defend, indemnify, and hold harmless, District and each of its officers, employees, consultants and agents from claims, suits, actions, losses and liability of every kind, nature and description including, without limitation, claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with, or resulting from performance of the work, failure to perform the work, or condition of the work that is caused in whole or part by any act or omission of Contractor or its subcontractors, including anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, resulting from any cause whatsoever except their sole negligence, willful misconduct, or active negligence.

5.3 Third party claims. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity including, without limitation, costs of defense, against District and each of its officers, employees, consultants and agents. District shall provide timely notice to Contractor of any third-party claim relating to this Agreement, in accordance with Public Contract Code Section 9201.

5.4 Effect of Insurance. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its subcontractors of any tier, or the officers or agents of any of them.

5.5 Survival. To the furthest extent permitted by law (including, without limitation, Civil Code §2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed herein shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the work or the terms of this Agreement. If Contractor fails to perform any of these defense or indemnity obligations, District may in its discretion back charge Contractor for District's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.

6. Insurance. With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, and other agents to maintain insurance as described in Exhibit C, attached hereto.
7. Prosecution of Work. Performance of the services hereunder shall be completed with 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 Contractor's performance of this Agreement shall be extended by the number of days equal to the

number of days Contractor has been delayed. When work is requested of Contractor by the District, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Task Order.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. The General Manager must authorize all extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, District personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor 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 Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor 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 District's General Manager.

9. Representations of Contractor.

9.1 Standard of Care. District has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by District shall not operate as a waiver or release.

9.2 Qualifications. In entering into this Agreement and any Task Order hereunder, the Contractor represents and warrants the following to the District (in addition to any other representations and warranties contained elsewhere in this Agreement) as an inducement to the District to execute this Agreement and related Task Orders:

- a. That it will perform all work called for hereunder in a good and workmanlike manner and in accordance with all legal requirements and this Agreement;
- b. That it is financially solvent, able to pay its debts as they mature and possesses sufficient working capital to complete the work and perform its obligations hereunder;
- c. That it is a sophisticated contractor who possesses a high level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of the project to be performed, and it will perform the work with care, skill and diligence of such a contractor;
- d. That it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the work and perform its obligations hereunder;

- e. That it is authorized to do business in the State of California and properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over it and over the work; and
- f. That its execution of this Agreement and its performance thereunder is within its duly authorized powers.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance hereunder. The Contractor's liability hereunder shall survive the District's final acceptance of and payment for the work and any termination or expiration of this Agreement. The Contractor acknowledges that the District is relying upon the Contractor's skill and experience in connection with the work called for hereunder.

9.3 Status of Contractor. The parties intend that Contractor, 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. Contractor is not to be considered an agent or employee of District and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits District provides its employees. In the event District exercises its right to terminate this Agreement pursuant to Article 4 above, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.4 Taxes. Contractor 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. Contractor agrees to indemnify and hold District harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case District is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish District with proof of payment of taxes on these earnings.

9.5 Cost Disclosure. In accordance with Government Code section 7550, Contractor agrees to state in a separate section in any filed report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report.

9.6 Records Maintenance. Contractor 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 District for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.7 Conflict of Interest. Contractor 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. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by District, Contractor shall complete and file and shall require any other person doing work under this

Agreement to complete and file a "Statement of Economic Interest" with District disclosing Contractor's or such other person's financial interests.

9.8 Statutory Compliance/Living Wage Ordinance. Contractor agrees to comply 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, Contractor 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.

9.9 Nondiscrimination. Contractor 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 including, without limitation, the District's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference

9.10 AIDS Discrimination. Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.11 Assignment of Rights. Contractor assigns to District 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 Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to District in this Agreement, and to refrain from taking any action which would impair those rights. Contractor'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 District may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of District. Contractor 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 District.

9.12 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 Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of District. District 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, Contractor shall promptly deliver to District all such documents which have not already been provided to District in such form or format as District deems appropriate. Such documents shall be and will remain the property of District without restriction or limitation. Contractor may retain copies of the above-described

documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way throughout this Agreement without the express written permission of District.

10. Prevailing Wages.

10.1 General. Contractor shall pay to persons performing services hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Prevailing wage information can be found at

<https://dir.ca.gov/OPRL/DPreWageDetermination.htm> .

10.2 Subcontracts. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Contractor shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

10.3 Compliance Monitoring and Registration: Work performed pursuant to this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly. (Labor Code 1771.4 (a)(3)) Contractor and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

10.4 Compliance With Law. In addition to the above, Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, *et seq.*

10.5 Payment Bond. For any Task Order project in excess of \$25,000, Contractor shall furnish a labor and material payment bond in the full amount of the Task Order Sum to remain in effect until the date the work subject to the Task Order is accepted by District. Said bond shall be in the form set forth in Exhibit D, and shall be issued by a surety authorized to transact business in the State of California.

11. Precedence of Authorities.

11.1 Drawings; Specifications. Whenever drawings or specifications require higher standards than are required by any applicable law, ordinance, regulation or order, the drawings and specifications shall govern. Whenever drawings or specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern. Where drawings or specifications require or describe products or execution of better quality, higher standard or greater size than required by applicable codes, ordinances and standards, the drawings and specifications shall take precedence so long as such increase is legal. Where no requirements are identified on drawings or in specifications, Contractor shall comply with all requirements of applicable codes, ordinances and standards of governing authorities having jurisdiction.

11.2 Regulatory Standards. For conflicts between referenced regulatory requirements, Contractor shall comply with the one establishing the more stringent requirement. For conflicts between referenced regulatory requirements and this Agreement, Contractor shall comply with the one establishing the more stringent requirement.

12. Demand for Assurance. 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 12 limits District's rights to terminate this Agreement pursuant to Article 4.

13. Assignment and Delegation. Neither party shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the District, and no such transfer shall be of any force or effect whatsoever unless and until the other party has so consented.

15.2 No Waiver of Breach. The waiver by District of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

15.3 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. Contractor and District 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. Contractor and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

15.4 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.

15.5 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

15.6 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. To the extent allowed by law, the parties agree that any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the City of Santa Rosa, in the County of Sonoma.

15.7 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.

15.8 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: **Carlile Macy**

SONOMA COUNTY AGRICULTURAL
PRESERVATION AND OPEN SPACE DISTRICT

By: _____
**Briana Morrison, Associate Principal,
Landscape Architect, ASLA, PLA**

By: _____
Misti Arias,
General Manager

Date: _____

Date: _____

APPROVED AS TO SUBSTANCE FOR DISTRICT:

By: _____
Amy Ricard,
Community Resources Manager

Date: _____

APPROVED AS TO FORM BY:

By: _____
Aldo Mercado,
Deputy County Counsel

CERTIFICATES OF INSURANCE ON
FILE WITH THE DISTRICT:

By: _____
Michelle Nozzari,
Administrative Aide

Date: _____

Exhibit A

Scope of Work

Scope of Work for Carlile Macy, Inc.

For As- Needed Community Spaces Matching Grant Program Technical Assistance Agreement

Consultant: Carlile Macy, Inc.

Key Staff: will include Briana Morrison and other individuals identified the organizational chart and in current rate sheet attached.

Purpose: To provide the technical assistance services for Ag + Open Space Community Spaces Matching Grant Program. These services are to be provided on an as-needed basis, with a not to exceed amount of \$50,000. The contract term is three years.

Task 1 Project visioning/conceptualization

If the Task Order specifies, Contractor shall assist applicants in developing a vision for an urban open space project within their community. This may include but is not limited to identifying potential properties/sites, brainstorming amenities and/or improvements, and long term uses.

Task 2 Community engagement

If the Task Order specifies, Contractor shall assist applicants in community engagement activities that may include but are not limited to community meetings, surveys, input sessions, visioning sessions, and/or other forms of marketing and outreach.

Task 3 Preliminary project design

If the Task Order specifies, Contractor shall assist applicants in creating conceptual designs, project mock-ups, and other visual representations of a proposed project.

Task 4 Project site assessment

If the Task Order specifies, Contractor shall conduct site assessments to evaluate potential project opportunities or impediments and other features present on the property that may impact the project.

Task 5 Mapping/cartography

If the Task Order specifies, Contractor shall provide applicants with needed mapping or cartography services and expertise.

Task 6 Zoning and/or permitting support

If the Task Order specifies, Contractor shall assist applicants in activities that may include but are not limited to researching site zoning and needed permitting, and assisting applicants through the permitting process.

Exhibit A
Rate Sheet

Standard Hourly Rates

	Actual 2024	Projected 2025	Projected 2026
Principal	\$195.00-\$225.00	\$200.00-\$230.00	\$205.00-\$235.00
Associate	\$155.00-\$195.00	\$160.00-\$200.00	\$165.00-\$205.00
Project Engineer	\$145.00-\$175.00	\$150.00-\$180.00	\$155.00-\$185.00
Civil Engineer	\$125.00-\$155.00	\$130.00-\$160.00	\$135.00-\$165.00
Civil Designer	\$155.00-\$185.00	\$160.00-\$190.00	\$165.00-\$195.00
Design Engineer	\$105.00-\$135.00	\$110.00-\$140.00	\$115.00-\$145.00
Engineering Technician	\$95.00-\$145.00	\$100.00-\$150.00	\$105.00-\$155.00
Project Landscape Architect	\$135.00-\$165.00	\$140.00-\$170.00	\$145.00-\$175.00
Landscape Architect	\$115.00-\$140.00	\$120.00-\$145.00	\$125.00-\$150.00
Landscape Designer	\$95.00-\$125.00	\$100.00-\$130.00	\$105.00-\$135.00
Professional Land Surveyor	\$145.00-\$185.00	\$150.00-\$190.00	\$155.00-\$195.00
Project Surveyor	\$125.00-\$145.00	\$130.00-\$150.00	\$135.00-\$155.00
Assistant Surveyor	\$95.00-\$125.00	\$100.00-\$130.00	\$105.00-\$135.00
3 Man Survey Crew	\$430.00	\$445.00	\$460.00
2 Man Survey Crew	\$320.00	\$330.00	\$340.00
1 Man Survey Crew	\$220.00	\$225.00	\$230.00
Project Administrator	\$90.00	\$95.00	\$95.00

Additional charges are made for: ■ Printing ■ Reproduction ■ Plotting ■ Courier

Additional expenses are billed at cost + 15%.

Prices subject to change effective January 1, 2027.



Exhibit B Task Order

TASK ORDER #:	_____
AGREEMENT #:	_____
TOTAL:	_____
TOTAL NOT TO EXCEED	

Task Order

Consultant shall perform the services as outlined in below, within the times or by the dates provided for herein. Such work shall be subject to the terms and conditions of that certain Agreement for Services (Open Scope) dated _____.

PROJECT NAME: _____ **PROPERTY NUMBER IF APPLICABLE:** _____

TASK: _____

AG + OPEN SPACE CONTRACT & PROJECT LEAD:

Project Lead:	Contract Lead (if different than Project Lead): Note for Project Lead: please consult with Contract Lead prior to sending this Task Order to Admin Aides to confirm project and budget.
---------------	--

CONTRACTOR:

Company name: _____ Phone: _____

Address: _____

Authorized Signer _____ Email: _____

Name authorized subcontractors: _____

DELIVERABLES & SCOPE OF WORK: SCOPE OF WORK : MUST BE ATTACHED TO THIS FORM

Deliverables: _____

Time to perform work: _____ Draft report due: _____ Final report due: _____

Project-specific items to be provided by Ag + Open Space (if applicable): _____

ACCOUNT CODES:

Account #: _____ Department: _____ Project User Code(s): _____

CONTRACTOR: BY: _____ _____ CONTRACTOR SIGNATURE _____ PRINT NAME _____ DATE	AG + OPEN SPACE: BY: _____ _____ PROJECT LEAD SIGNATURE _____ PROGRAM MANAGER SIGNATURE VERIFICATION OF CONTRACT BALANCE BY: _____ _____ ACCOUNTING TECHNICIAN SIGNATURE AFTER COLLECTING ABOVE SIGNATURES, SUBMIT TO ADMINISTRATIVE AIDE
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Exhibit C

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.

County 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. 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.

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.

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, County 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 \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall

fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.

- d. Sonoma County Agricultural Preservation and Open Space District, its officers, agents, and employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO 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. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits 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.

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 \$100,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: [\[insert contract number or project name\]](#).
- 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 County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: [Sonoma Agricultural Preservation and Open Space District, its officers, agents, and employees, 747 Mendocino Avenue, Santa Rosa, CA 95401](#).
- 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.

7. Policy Obligations

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

8. Material Breach

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.