

Standard Professional Services Agreement (“PSA”)

Revision G – October 2021

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of October 7, 2025 (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Visions Management International Corporation (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified relocation management services firm, experienced in move management and related services; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for certain move management, furniture fixtures and equipment (FF&E) coordination, and transition planning for the County’s Public Health Lab and Coroner’s Office project.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, 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.

1.2 Cooperation With County. Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Consultant 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 Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and

standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County 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 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, 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 County.
- 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 County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County 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 County. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Amy Garber and Cristina Wedderburn.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

For the individual Base Scope of Work phases and tasks listed in Exhibit A, Consultant shall be paid the stated lump sum amount, regardless of the number of hours or length of time necessary for Consultant to complete the services. Consultant shall not be entitled to any additional payment for any other expenses incurred in completion of the Base Scope of Work services.

In arrears and on a monthly basis, Consultant shall submit its bill[s] for payment for Base Scope of Work services in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the percent completion of Tasks in Exhibit A and the amount charged.

To the extent any Additional Services are requested or approved by County, Consultant shall be paid on a time and material/expense basis in accordance with the rates and terms as stated in Exhibit B and otherwise in accordance with the terms as stated in that Exhibit.

Upon its rendering of any Additional Services, Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Notwithstanding any of the foregoing, total amounts paid to Consultant under this Agreement shall not exceed Seven Hundred Forty-Five Thousand, Sixty Two Dollars (\$745,062), without the prior written approval of County.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County 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 Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from October 7, 2025 to the earlier of either Scope of Work completion or December 31, 2027, unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

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

4.2 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, County may immediately terminate this Agreement by giving Consultant 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, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County 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 County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Sonoma Public Infrastructure (SPI) Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, 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 Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. 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 C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. 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.

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. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order 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 the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by County shall not operate as a waiver or release.

9.2 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 County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant 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 County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant 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, 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.

9.8 Nondiscrimination. Without limiting any other provision hereunder, 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, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant 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.

9.10 Assignment of Rights. Consultant assigns to County 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 County 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 County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. 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 County.

9.11 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 County. County 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 County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County 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 County.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Prevailing Wages With respect to any portion of the Scope of Work that constitutes the performance of “public work” within the meaning of Labor Code section 1720, Consultant shall provide and comply as follows:

10.1 General. Consultant shall pay to persons performing “public work” 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. Consultant shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at County’s Public Infrastructure Department and will be made available to any person upon request.

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

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

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

11. 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 limits County's right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. 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.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Sonoma Public Infrastructure
400 Aviation, Suite 100
Santa Rosa, CA 95403
SPI-Capital-Projects@sonomacounty.gov

TO: CONSULTANT: Visions Management
881 Grant Ave, Suite B
Novato, CA 94945
amy@visionsmgmt.com

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 facsimile or email, 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 promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email 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 paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County 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.

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

13.3 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.

13.4 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.

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

13.6 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.

13.7 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.

13.8. 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.

13.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

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

CONSULTANT: _____

By: _____
Name: _____
Title: _____
Date: _____

COUNTY: COUNTY OF SONOMA _____

CERTIFICATES OF
INSURANCE REVIEWED, ON
FILE, AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Department Director or Designee
Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel
Date: _____

EXECUTED BY:

By: _____
Department Director
Date: _____

Exhibit A

Base Scope of Services

Services shall only commence upon issuance of a written Notice to Proceed from County to Consultant. The timing of these services varies.

Base Scope of Services are based on a project duration of fifteen consecutive months (“Base term”), commencing on County’s issuance of written Notice to Proceed. To the extent of any County-directed extension of time or other delay to the Base Term caused by other than Consultant, the parties agree to an extension of time, subject to County payment of the Monthly Fee stated below for each additional month, or portion thereof on a prorated fee basis, necessary to complete the Base Scope of Services. Notwithstanding such right to extend, Consultant shall use best efforts to arrange and reschedule such services to the extent feasible and practicable in order to complete as much of the Base Scope of Services as possible within the Base Term.

The following services shall be provided as part of Base Scope of Services:

Task 1: Project Planning and Communication

1. Development and maintenance of a detailed relocation project schedule/Day 1 readiness plan and timeline with critical milestones.
 - A. Detailed schedule built in SmartSheets tracking all tasks and dependencies.
 - B. Tasks tracked include pre -move planning, inventory validation, MEP validation, site visits, move preparation, vendor services, road shows, material deliveries, Lab and employee shutdowns, biosafety measures, IT support requirements, responsibilities, phased physical moves, specialty vendor prep and physical moves, calibration activity, post move support.
 - C. Tracking of critical tasks, action items, path of travel maps, relocation responsibilities.
2. Develop a relocation strategy that aligns itself with the project timeline and/or project constraints.
 - A. Conduct a detailed site assessment of both origin and destination facilities
 - B. Identify critical path activities and potential risks that may impact the project schedule
 - C. Coordinate with stakeholders to validate lab equipment, furniture, and content inventories
 - D. Establish sequencing and phasing plans to minimize operational disruption
 - E. Define roles, responsibilities, and communication protocols for the relocation team
 - F. Incorporate regulatory, EH&S, and biosafety compliance requirements into the strategy

- G. Prepare contingency measures to address unforeseen challenges during relocation
- 3. Inventory Validation
 - A. Review current architectural equipment plans and equipment lists (existing and new) for initial evaluation of programmed equipment.
 - B. Conduct an onsite validation of the current equipment inventory information gathered by the architect during the initial lab planning process. Validations will include confirming information from ASE and Specialized Vendor Equipment: Origin Location, Equipment Name, Manufacturer Name, Model/Catalog Number, Dimensions, Utility Requirements (Data, Electrical, Plumbing, Mechanical), Seismic Bracing, Serial Number, Vendor Information (including technician's contact).
 - C. Develop an onsite equipment validation inventory schedule.
 - D. Uploading of inventory into Glimpse.
 - E. Barcoding of equipment.
 - F. Develop and maintain a detailed equipment inventory matrix including all data collected as well as necessary researched information required that would not be captured during physical inventory validation.
- 4. Equipment Drawing Management
 - A. Validation of MEP drawings in relationship to placement of existing equipment.
 - B. Site walks of the new facility to validate field conditions in relationship to the equipment drawings.
 - C. Individual equipment symbols to be created per the inventory captured. Changes to initial equipment placement will be updated and communicated back to the project team.
 - D. Conduct review meetings with the user representatives to finalize the equipment layout plan and submit final equipment planning documents (including final equipment inventory matrix and equipment specification manual) to the Project Team.
- 5. Project Meetings and Communication
 - A. In collaboration with the project team and the departments' management, our team will host user group meetings and collaborate with the lab user group representative/key stakeholders.
 - Overview of the move planning process
 - Confirmation of the allocation of inventoried equipment
 - Details of programmed equipment/staff prep and vendor prep requirements
 - Work -stop parameters and required workflow redundancies, as required
 - Details of department equipment and staff prep vs. vendor prep requirements
 - Day of relocations staffing requirements
 - Deadline tracking
 - IT coordination - requirements to interface equipment, data, and phone

- disconnects and reconnects during the move process
 - EH&S department coordination
 - Logistic schedule review
 - Move Matrix monitoring and review
 - Meeting notes
 - Pre-Move Walk Throughs
- B. Hosting and leading weekly relocation meetings with the project team.
 - Review of detailed project schedule, dependencies
 - Flag risks and constraints
 - Confirm the responsibility matrix
 - EH&S coordination
 - IT coordination
 - Review of specialty vendor requirements
 - Schedule and host site visits with stakeholders, vendors and project team
 - Develop cadence of updates for leadership
- C. Attend OAC meetings
 - Identify RFI's
 - Communicate/confirm relocation schedule
 - Site Walks
 - Communication of discovered discrepancies
- D. Road Shows
 - Formal presentations sharing the relocation schedule, how to prep for the move and what to expect during the move and first day in the space
 - Move Instructions distributed
 - FAQ's
- 6. Building Fit- up Management
 - A. Conduct an onsite survey review of the new building to confirm the equipment fit and utility connections before, during and after fit -up construction scope.
 - B. Review against available MEP and architectural drawings, the consultant's equipment fit -up drawings, equipment list matrix and specification data sheets.
 - C. Track discrepancies utilizing Bluebeam.
- 7. Specialized Equipment Vendor Coordination:
 - A. In collaboration with all group representatives, Visions Management to coordinate with the vendor all logistical planning required to deinstall, relocate and reinstall the equipment.
 - B. Develop and maintain specialized equipment vendor contact list, including technician contact names and phone numbers, schedules, and quotations.
 - C. Coordinate all details of the relocation with the vendor. Host pre -move walk throughs, follow up communication and confirmation of the schedule.
- 8. Budget Management
 - A. Collect, track and manage specialty vendor proposals and invoices

- B. Track cost amendments
- C. Communicate budget status
- D. Budget reconciliation report
- 9. BSL-3 Laboratory Relocation
 - A. Visions will implement a comprehensive, phased approach to ensure the safe, compliant, and efficient relocation of the BSL -3 laboratory space. The move process will be designed and executed in close coordination with the client's EH&S department, Biosafety Officer, laboratory leadership, and facility management teams. Due to the specialized nature of BSL -3 operations, all protocols will adhere strictly to CDC/NIH guidelines, OSHA requirements, and institutional biosafety procedures.
 - i. Phase 1: Planning and Risk Assessment
 - Conduct a kickoff meeting with stakeholders, including EH&S, lab management, Biosafety Officer, Facilities, and Security.
 - Perform a detailed site assessment of both origin and destination locations.
 - Inventory and document all equipment, materials, biological agents, and containment systems.
 - Develop a Move Plan and Risk Mitigation Strategy tailored to the BSL -3 environment.
 - Identify and coordinate with approved vendors for specialized decontamination, transport, and equipment requalification.
 - ii. Phase 2: Decontamination and Clearance
 - Coordinate with EH&S and Biosafety to ensure that all biological materials are either decommissioned, transferred, or disposed of in accordance with institutional and federal regulations.
 - Oversee the validated decontamination of BSCs, equipment, and the room itself (e.g., VHP, formaldehyde gas, or other approved methods).
 - Obtain written clearance documentation from Biosafety for each piece of equipment and for the space overall.
 - Tag and log cleared and certified equipment for transport.
 - iii. Phase 3: Non-proprietary Equipment Disassembly and Preparation
 - Carefully disassemble equipment (e.g., BSCs, incubators, centrifuges) in compliance with manufacturer and EH&S specifications.
 - Coordinate calibration and validation technicians to be available pre - and post-move if required.
 - Package and crate equipment using biohazard protocols where necessary and ensure all items are properly labeled and inventoried.
 - iv. Phase 4: Transport
 - Engage licensed hazardous material transporters for any remaining regulated materials (if permitted and applicable).
 - Schedule and execute equipment and fixture relocation with

experienced technicians familiar with high -containment lab environments.

- Ensure security protocols are in place for transport, including chain -of-custody documentation, restricted access, and escort if necessary.

v. Phase 5: Setup and Recommissioning

- Oversee reinstallation of equipment at the destination site.
- Coordinate certification and performance qualification of BSCs and other critical equipment.
- Support lab personnel and EH&S through recommissioning walkthroughs, functional testing, and final readiness sign -off.
- Assist with lab reconfiguration, signage, labeling, and safety documentation.

vi. Phase 6: Post -Move Review

- Conduct a post -move debrief and inspection to ensure that all equipment is operational and all regulatory requirements are met.
- Provide as -built inventory records, move logs, and decontamination documentation to the client.
- Offer continued support for punch list resolution, lab reactivation, and workspace optimization as needed.

Task 2: Site Supervision & Post Move Support

1. Onsite Supervision

- A. Create and post temporary move signage and wayfinding for move vendors (i.e. numbered benches, equipment layout diagrams, directional maps). To be posted at the appropriate locations.
- B. Provide project manager(s) onsite during all physical move prep and relocation activity. Ensure all activities.
- C. Provide daily updates to the project team.
- D. Supporting lab users with unpacking and initial equipment/workstation setup.
- E. Coordinating with movers for timely pick -up of empty boxes and packing materials.
- F. Addressing move -related punch list items and resolving outstanding relocation issues.
- G. Confirming placement of lab furniture, equipment, and accessories per floor plans.
- H. Coordinating vendor follow-up services (e.g., calibration, decontamination, IT connections) as needed.
- I. Documenting and tracking any user -reported issues during the first days of occupancy.

- J. Facilitating communication between lab users, facilities, and specialty vendors during the post -move transition.
- 2. Post Move Support
 - A. Provide post -move, coordination support in the days directly following the scheduled relocations as needed. Manage any discrepancies and changes that may arise during the move -in process.

Task 3: Project Closeout

- 1. Conducting a final walkthrough with stakeholders to confirm completion of all relocation activities
- 2. Compiling and reviewing punch list items to ensure timely resolution
- 3. Auditing vendor invoices for accuracy against agreed scope and services provided
- 4. Reconciling project budget and preparing a final cost report
- 5. Collecting and archiving project documentation, permits, and approvals
- 6. Preparing a close -out report summarizing project milestones, challenges, and lessons learned
- 7. Facilitating a debrief meeting with client stakeholders to review project outcomes and feedback

Task 4: Physical Move: Lab and Staff Relocation Services

- 1. Participate in project meetings, when required.
- 2. Review the following documents developed by the project management team
 - A. Equipment inventory matrix and validation schedule
 - B. Equipment layout and relocation plan
 - C. Move phase schedule by department
 - D. Move sequence of labs and offices
 - E. Relocation guide
 - F. Relocation narrative
- 3. Conduct pre -move onsite surveys of existing labs programmed to relocate. Confirm plans, schedules, and guides related to laboratory equipment and supplies as well as office materials:
 - A. Supply end user packing materials for office and laboratory
 - B. Coordinate dish pack and crate logistics for moving day
 - C. Coordinate with EH&S on biosafety measures
 - D. Supervisory staff familiarization with origin and destination locations
 - E. Review IT requirements
 - F. Confirm phasing plan by department
 - G. Review lab shut down parameters

- H. Confirm loading dock arrangements
- 4. Physical Move Activities
 - A. Follow the relocation project schedule and move plan
 - B. Unless as handled by specialty vendors as directed by County, delivery of equipment to final destination within building
 - C. Coordination and collaboration with the move management team for all relocation planning and onsite activities
- 5. Post Move Support
 - A. Onsite for post move support and fine tuning
 - B. Collaboration with the move management team in alignment for the day 1 experience
 - C. Removal of empty boxes and crates

Task 5: Management of Biological, Chemical & Hazmat Relocation Services

- 1. Follow the relocation project schedule and move plan
- 2. Coordination and collaboration with the project team for all relocation planning and onsite activities
- 3. Review the following documents developed during equipment and relocation planning and coordination:
 - A. Equipment inventory matrix and validation schedule
 - B. Equipment layout and relocation plan
 - C. Laboratory chemical lists
 - D. Freezer and refrigerator lists
 - E. Hazmat declarations
 - F. Move phase schedule by department
 - G. Move sequence of labs
 - H. Relocation guide
- 4. Conduct an onsite survey of existing labs programmed to relocate. Confirm plans, schedules, and guides related to freezers, refrigerators, cold room material, chemicals, and hazardous materials:
 - A. Coordinate cold room and chemical crate logistics for moving day
 - B. Coordinate with EH&S on biosafety measures
 - C. Supervisory staff familiarization with origin and destination locations
 - D. Review IT requirements
 - E. Review phasing plan by department
 - F. Review lab shut down parameters
 - G. Confirm loading dock arrangements
- 5. Physical Move Activities
 - A. Follow the relocation project schedule and move plan
 - B. Coordination and collaboration with the project team for all relocation planning and onsite activities

- C. Onsite to oversee the physical move(s) specific to hazardous and sensitive materials; contents of scientific refrigerators and frozen (-20, -80 and -196C degree) material.
- D. Work with lab personnel to secure all items inside the units with packing paper and/or bubble wrap to ensure that all items are protected in transit. Once all items are secured, Vendor will perform the necessary adjustments to freezers and refrigerators to ready them for transport:
 - Verify LN2 levels
 - Verify & document freezer & refrigerator temperatures using a certified thermometer
 - Confirm & document acceptable operating parameters
 - Coordinate with lab personnel to identify cold room material to be transported.
- E. Before any freezers or refrigerators are relocated, perform a walk -through of the new workspace to confirm that outlets are correct for each unit. Verify each NEMA configuration and measure and document power at each outlet. Once the workspaces are ready to receive the freezers and refrigerators, the units will be transferred to their new space. A final walk through with Vendor representative and lab personnel will be performed to ensure that all equipment is delivered without damage and that all freezers and refrigerators are “at temperature” and are operational. The temperature of each freezer and/or refrigerator is recorded. A delivery acceptance document must be signed and dated by the responsible customer contact. Any and all discrepancies must be noted.
- F. Environmental monitoring is critical to the post relocation security of low temperature materials. Vendors schedule will be communicated to the monitoring vendor for coordinated coverage.
- G. Manage the packing and relocation of laboratory chemicals. Chemicals cannot be transported in the metal storage (flammable/explosive/hazmat) cabinets. All chemicals will be packaged in compliance with 49 CFR Parts 172, 173 and 178. All DOT regulated chemicals will be packaged in UN spec boxes with appropriate labeling to include proper shipping name, UN number, Hazard Class and Packing Group. All necessary shipping papers will be generated and travel with the shipment.
- H. Vendor will adhere closely to all recommendations and applicable requirements of the Centers for Disease Control Guidelines as well as the client’s safety procedures and handling/transfer protocols. Vendor will obtain the required permits, if any, to handle, transport or transfer these materials.
- I. Onsite for post move support and fine tuning, as required.

The Base Scope of Services shall be payable as a lump sum, invoiced at a prorated monthly rate of \$18,905.33 (\$283,580, over fifteen months)

Base Scope of Services	
Visions Project Management Fee	\$ 283,580
<i>Monthly Fee (Over Fifteen Months)</i>	<i>\$ 18,905</i>

Exhibit B

Additional Services

The following items are not included in the Base Scope Services and are not guaranteed. Additional services will be provided only upon written approval by County of a task order for such work, on terms and conditions stated in such task order and otherwise in conformance with the terms herein. Unless a time extension is requested and approved, all Additional Services must be completed within the time stated in the corresponding task order.

1. Lab and staff physical relocations services.
2. Biological, chemical, and hazmat physical relocations services.
3. Specialty vendors to disconnect, crate/pack, transport, reconnect, and validate proprietary lab equipment.
4. Plan check and permit fees (if paid by the Consultant) will be a reimbursable expense, charged at 1.0 times the Consultant's cost.
5. All delivery, printing and reproduction costs except those outlined in Exhibit A will be a reimbursable expense, charged at 1.0 times the Consultant's costs.

If requested and authorized by County, Consultant shall retain the specified subcontractors for such Additional Services. Contractor shall be solely responsible for such subcontracts, including in managing all subcontractors and all contractual matters arising thereunder.

Unless a subsequent fixed fee proposal is agreed for any such services, Additional Services shall be done on a time and material basis, with a not to exceed amount agreed upon by County and Consultant in accordance with the following schedule:

HOURLY RATE SCHEDULE

Visions Management – Move Management Services

Project Director	\$ 235.00
Project Manager	\$ 225.00
Assistant Project Manager	\$ 215.00

Armstrong – Lab and Staff Physical Relocation Services

Lead	\$ 102.00
Driver	\$ 111.60
Mover	\$ 102.00
Installer	\$ 123.60
Trucks (Daily/per Truck)	\$ 375.00
Material (Allowance)	\$ 15,000.00

Fuel Surcharges (Daily/per Truck)	\$ 120.00
Insurance	\$ 1,629.60
Total Not to Exceed	\$ 75,000.00

Biological, Chemical, and Hazmat Physical Relocation Vendor

Daily Rate for Moving	\$ 9,500.00
Valuation up to \$50,000 (Per Truck Load)	\$ 600.00
Pollution Insurance	\$ 9,000.00
Total Not to Exceed	\$ 39,300.00

Specialty Equipment Relocation Vendors (Various)

Total Not to Exceed	\$ 250,000.00
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Notwithstanding the foregoing rate schedule, to the extent any portion of Additional Services constitutes the performance of “public work” within the meaning of Labor Code section 1720, no less than the applicable prevailing wage shall be paid, in addition to compliance with all other applicable prevailing wage requirements.

Exhibit C

Insurance Requirements

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive the 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 Contractor 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.

Workers Compensation and Employers Liability Insurance

- a. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- d. *Required Evidence of Insurance:*
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

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: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- 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. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. County of Sonoma, its Officers, Agents and Employees, shall be endorsed as

additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. Additional insured status shall continue for one (1) year after completion of the Work under this Agreement.

- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. 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).
- h. The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against County.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- j. *Required Evidence of Insurance:*
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
 - iii. Certificate of Insurance.

Automobile Liability Insurance

- a. Minimum Limit: \$2,000,000 combined single limit per accident.
- b. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- c. Insurance shall cover all owned, hired and non-owned autos.
- d. The policy shall include an MCS-90 endorsement if required by the Motor Carrier Act of 1980.
- e. The policy shall include a Pollution Liability endorsement (ISO form CA 99 48 or equivalent).
- f. The County of Sonoma, its officers, agents and employees shall be defined as insureds under the policy or shall be endorsed as additional insureds.
- g. *Required Evidence of Insurance:*
 - i. Copy of the endorsement or policy language indicating that County is an insured;
 - ii. Copy of the MCS-90 endorsement if required;
 - iii. Copy of pollution liability endorsement; and
 - iv. Certificate of Insurance.

Motor Truck Cargo Insurance

- a. Minimum coverage \$3,000,000.
- b. Coverage must include damage to equipment being loaded and unloaded.
- c. *Required Evidence of Insurance:*
 - i. Certificate of Insurance;

Contractors Pollution Liability Insurance including Transportation Pollution Liability Insurance.

- a.** Minimum Limits: \$1,000,000 per pollution incident; \$2,000,000 annual aggregate. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- b.** The insurance shall cover:
 - i. bodily injury, sickness, disease, sustained by any person, including death;
 - ii. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - iv. defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims; and
 - v. liability assumed by Contractor under a written contract or agreement.
- 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. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d.** If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- e.** Insurance shall be continued for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- f.** County of Sonoma, and its Officers, Agents and Employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. Additional insured status shall continue for one (1) year after completion of the Work.
- g.** The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- h.** The policy shall cover inter-insured suits between the Contractor and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i.** *Required Evidence of Insurance:*
 - i. Additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and
 - iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the

policy retroactive date.

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.

Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Public Health Lab & Coroner's Office.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, Attn: Sonoma County Public Infrastructure, 400 Aviation Blvd Suite 100, Santa Rosa, CA, 95403.
- 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. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are 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, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

Policy Obligations

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

Material Breach

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