

DRAFT First Amended Agreement for Engineering and Design Services for the Mechanical HVAC Systems at 404 Aviation Boulevard Project

This first amended agreement (“First Amended Agreement” or “Agreement”) is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California (“Sonoma Water”) and **GHD, Inc.**, a California corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 6.1.

RECITALS

- A. Consultant represents that it is a duly qualified and licensed engineering firm, experienced in mechanical HVAC systems evaluations and related services.
- B. Sonoma Water’s administration building at 404 Aviation Boulevard (Building) was constructed in 1992. The heating, ventilating, and air conditioning (HVAC) systems are at the end of their useful lives and in need of replacement.
- C. Under the Original Agreement, Consultant performed an alternatives evaluation for Sonoma Water’s options for replacing the HVAC system with more energy efficient, cost effective, and lower greenhouse-gas-emitting HVAC systems.
- D. Sonoma Water and Consultant first entered into this Agreement on January 30, 2019.
- E. Under this First Amended Agreement, Consultant will provide mechanical, electrical, and structural engineering, and control system design for HVAC systems at 404 Aviation Boulevard, increasing the amount of the Agreement by \$104,540 and adding two years for a new term end date of January 30, 2022.
- F. Concurrent Resolution No. 04-0547, dated June 8, 2004, authorizes Sonoma County Water Agency’s General Manager to execute amendments to agreements related to the construction of projects (e.g., architectural design, engineering, inspection, etc.) so long as certain conditions are met, up to a maximum of \$50,000.
- G. This First Amended Agreement supersedes all previous agreements between the parties.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

- 2.1. The following exhibits are attached hereto and incorporated herein:
 - a. Exhibit A: Scope of Work
 - b. Exhibit B: Schedule and Submittals
 - c. Exhibit C: Schedule of Costs
 - d. Exhibit D: Estimated Budget for Scope of Work
 - e. Exhibit E: Insurance Requirements

3. SCOPE OF SERVICES

- 3.1. *Consultant’s Specified Services:* Consultant shall perform the services and submit the documents outlined in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit B (Schedule and Submittals). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.
- 3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work, except assistance during construction, with Sonoma Water’s Project Manager. Consultant shall coordinate assistance during construction with Sonoma Water’s Construction Management Principal Engineer. Contact information and mailing addresses:

Sonoma Water	Consultant
Project Manager: Dale Roberts	Contact: Bert Braden
Phone: 707-547-1979	2235 Mercury Way, #150
Email: Dale.Roberts@scwa.ca.gov	Santa Rosa, CA 95407
	Phone: 707-523-1010
Construction Management Principal Engineer: Mike West	Email: Bert.Braden@ghd.com
Phone: 707-547-1984	
Email: Mike.West@scwa.ca.gov	
404 Aviation Boulevard Santa Rosa, CA 95403-9019	
Remit invoices to:	Remit payments to:
Accounts Payable	Remit EFT Payments to:
Same address as above or	Account #: 220889651
Email: ap_agreements@scwa.ca.gov	ABA #: 022000020
	Remit Checks to:
	DEPT LA 23922
	Pasadena, CA 91185-3922

- 3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7 (Termination); or (d) pursue any and all other remedies at law or in equity.
- 3.4. *Assigned Personnel:*
- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
 - b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
 - c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

4. SAFETY

- 4.1. *Site Safety Officer.* Prior to commencement of work, Consultant shall designate a Site Safety Officer (SSO) and alternate SSO for this work and shall provide the names, telephone and/or cellular/pager numbers of both SSOs to Project Manager. Both SSOs shall be employees of Consultant.
- 4.2. *Safety Orders.* All work shall be performed in accordance with the California Code of Regulations (CCR) Title 8, Division 1, Chapter 4 - Industrial Safety Orders

and all other applicable laws to ensure the safety of the public and those performing the work.

4.3. *Safety Plan and Program.*

- a. *Scope:* Consultant shall furnish a copy of an Injury and Illness Prevention Program (IIPP), a Site-Specific Safety and Health Plan (SSHP), for this work. Consultant shall also provide copies of applicable Material Safety Data Sheets and information regarding the SSO as described below. Plans, programs, and other information described herein shall be furnished to Sonoma Water's Project Manager prior to commencement of work.
- b. *Injury and Illness Prevention Program:* Consultant's IIPP shall conform with the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 3203), and the California Labor Code (§6401.7).
- c. *Site-Specific Safety and Health Plan and Monitoring:* The SSHP shall describe health and safety procedures to be implemented during all phases of work in order to ensure safety of the public and those performing the work. The SSHP shall be modeled after the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, Section 5192, Item (b)(4).

5. **PAYMENT**

5.1. *Total Costs:* Total costs under this Agreement shall not exceed \$135,740.

- a. Total costs for Tasks 1-10 shall not exceed \$125,740.
- b. Total costs for Optional Task 11, if requested in writing by Sonoma Water, shall not exceed \$10,000.
- c. No more than \$122,166 will be paid until the 99% design submittals submitted.

5.2. *Method of Payment:* Consultant shall be paid in accordance with Exhibit C (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit C. Expenses not expressly authorized by the Agreement shall not be reimbursed.

5.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:

- a. Consultant name
- b. Name of Agreement
- c. Sonoma Water's Project-Activity Code Y0039D044
- d. Task performed with an itemized description of services rendered by date
- e. Summary of work performed by subconsultants, as described in Paragraph 15.5
- f. Time in quarter hours devoted to the task
- g. Hourly rate or rates of the persons performing the task

- h. List of reimbursable materials and expenses
 - i. Copies of receipts for reimbursable materials and expenses
- 5.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 5.5. *Taxes Withheld by Sonoma Water:*
 - a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
 - b. If Consultant does not qualify, as described in Paragraph 5.5.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 5.5.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 16 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.
- 5.6. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit D (Estimated Budget for Scope of Work). Exhibit D will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 5.2 above.

6. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

- 6.1. *Term of Agreement:*
 - a. The term of this Agreement shall be from January 30, 2019 (“Effective Date”) to January 30, 2022, unless terminated earlier in accordance with the provisions of Article 7 (Termination).
 - b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in

advance of the expiration date noted in this Article and of the first extension option.

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

7. **TERMINATION**

- 7.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 7.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 7.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 7.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 13.10 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 7.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 7.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

8. INDEMNIFICATION

8.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to fund the defense of, indemnify, hold harmless Sonoma County Water Agency, its officers, agents, and employees, from and against actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent caused by the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on Sonoma County Water Agency's part, but, to the extent required by law, excluding liability due to Sonoma County Water Agency's conduct. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

9. INSURANCE

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

10. PROSECUTION OF WORK

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

11. EXTRA OR CHANGED WORK

11.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. The parties expressly recognize that Sonoma Water 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 Sonoma Water.

12. **CONTENT ONLINE ACCESSIBILITY**

- 12.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 12.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 12.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 12.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 12.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
 - a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 7 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such

event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.

- 12.6. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

13. REPRESENTATIONS OF CONSULTANT

- 13.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 7 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 13.2. *Communication with Sonoma Water's Contractor:* All communication shall be between Consultant and Sonoma Water. Consultant shall have no authority to act on behalf of Sonoma Water, to stop work, to interpret conditions of the construction contract, or to give direction to Sonoma Water's contractor. Nothing in this provision shall serve to limit Consultant's responsibility to provide such engineering or related services as are required to complete other work or correct any errors or omissions of Consultant in the performance of services under this Agreement.
- 13.3. *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.
- 13.4. *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 Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any

withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.

- 13.5. *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 Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 13.6. *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 required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 13.7. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 13.8. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 13.9. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma

Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.

- 13.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

14. DEMAND FOR ASSURANCE

- 14.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 14 limits Sonoma Water's right to terminate this Agreement pursuant to Article 7 (Termination).

15. ASSIGNMENT AND DELEGATION

15.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

15.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:

<i>Name</i>	<i>Type of Services</i>	<i>Prevailing Wages Apply? Y/N</i>
Silva Cost Estimating	Cost estimating	N

15.3.

15.4. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 15.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 15.4. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 15.2:

- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
- b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 8 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

15.5. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 5.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

16.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.

16.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 16.

17. **MISCELLANEOUS PROVISIONS**

17.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.

17.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

17.4. *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.

17.5. *No Third-Party Beneficiaries:* Except as provided in Article 8 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

- 17.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 17.7. *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.
- 17.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 17.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 17.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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

Reviewed as to funds:

TW 18/19-066A

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

GHD, Inc., a California corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
December 17, 2019

By: _____
Daniel B. Reiter, Principal
(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. PROJECT DESCRIPTION

- 1.1. Sonoma Water's administration building (Building) has two rooftop package variable air volume air conditioning (AC) units and a central boiler system, which provides cooling and heating respectively to a majority of the Building. It also has 15 rooftop package constant air volume AC units, which provide both cooling and heating to the remainder of the Building.
- 1.2. Of the options presented and evaluated under the Original Agreement, the option that had the most cost effective life cycle cost was replacing the HVAC equipment with similar equipment in the same location and modernizing the electrical, instrumentation, and controls systems.

2. GENERAL

- 2.1. Consultant agrees to perform obligations described in this Agreement and to furnish necessary engineering skills, services, labor, supplies, supervision, and material required to perform and complete the Project.
- 2.2. By execution of this Agreement, Consultant warrants that it has carefully examined the Project site and has satisfied itself of local and any special conditions affecting this Scope of Work. Tests, survey results, geotechnical reports, or other data or information, whether furnished by Sonoma Water, or referenced in this Agreement, are for the Consultant's convenience. Sonoma Water does not guarantee that such tests or preliminary investigations or other data and information are accurate and assumes no responsibility whatsoever as to their accuracy or interpretation. Consultant shall satisfy itself as to the accuracy or interpretation of such tests or survey results or other information or data.

3. TASKS UNDER ORIGINAL AGREEMENT

- 3.1. Task 1: Data Collection
 - a. Attend a kick-off meeting at Sonoma Water to discuss the sequence, schedule, and execution of the site visits and format for the evaluation reports.
 - b. Review available construction drawings, record drawings and previous HVAC studies.
 - c. Schedule on-site meeting at Sonoma Water to verify existing equipment and locations, and to identify known deficiencies/needs related to the Project.

- 3.2. Task 2: Alternatives Evaluation Report
- a. Conduct an evaluation study of HVAC replacement alternatives. Include the following work as part of the study:
 - i. Evaluate existing HVAC system and provide minimum of three options for replacing the current HVAC system.
 - ii. Evaluate the existing building structural system to determine the adequacy of the roof and structural system to support a revised roof equipment layout.
 - iii. Evaluate the existing building electrical system to determine the adequacy of the existing electrical service and distribution system to support the proposed modified HVAC system.
 - iv. Review existing conditions and observable deficiencies of the HVAC system with respect to current building codes, energy codes, and common practice.
 - v. Prepare a simplified energy study using E-Quest or similar modeling software to develop an energy cost comparison of the baseline and proposed systems.
 - vi. Prepare a general range of magnitude cost estimate to establish the relative cost for the proposed options.
 - b. Report:
 - i. Contents. Prepare a report of study results that includes, but is not limited to, the items below.
 - a) Table of Contents
 - b) Summary of study results
 - c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
 - d) Photos
 - e) Equipment cut-sheets
 - f) Drawings showing layouts of the various alternatives
 - g) Estimates of differences in energy consumption of each option, costs of each option, and greenhouse gas emissions of each option
 - h) Estimates of differences in construction durations of each option
 - i) Other information to support the study or as requested by Sonoma Water
 - ii. Review. Submit to Sonoma Water for review.
 - a) First Draft: Prepare the report in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return 1 electronic copy of the draft report to Consultant with comments or approval in writing.
 - b) Attend a follow-up meeting at Sonoma Water offices to review comments and answer questions regarding the preliminary report.

- c) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft report and resubmit an electronic copy of the report for Sonoma Water approval.
- iii. Final: Following Sonoma Water approval and prior to Sonoma Water’s acceptance of work under this Agreement, submit the final approved report to Sonoma Water in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Report	Within 75 calendar days of Effective Date
Final Report	Within 21 calendar days of Sonoma Water’s approval of draft

3.3. Task 3: Additional Services

- a. Do not proceed with this task unless requested in writing by Sonoma Water.
- b. Perform additional services as requested by Sonoma Water, including, but not limited to, full design and preparation of Contract documents. The additional services and cost will be mutually agreed to by Consultant and Sonoma Water and described in a written amendment to this Agreement.

4. TASKS UNDER FIRST AMENDED AGREEMENT

4.1. Task 4: Rights-of-Way

- a. Sonoma Water will acquire such permissions or rights necessary for Consultant and Sonoma Water to gain lawful entry into, across, over or upon property not owned by Sonoma Water, which are necessary for investigations, surveys, or studies required for Consultant to provide the services described in this Scope of Work. The acquisition of permissions and rights typically required for projects with services similar to those Consultant is providing under this Scope of Work, and the activities (public information and outreach) that are occasionally desirable and necessary to facilitate those acquisitions, can be time consuming and lengthy processes. Therefore, at the project Kick-off meeting and thereafter, identify the necessary acquisitions, coordinate with Sonoma Water in a timely manner to allow Sonoma Water to obtain the permission or legal rights required, and shall set and adjust the schedule and timing of Consultant’s services and activities required under this Scope of Work as needed.

4.2. Task 5: Cost Estimates

- a. At each design milestone, prepare a Statement of Probable Construction Costs broken down by bid item, and revise as required herein. Provide estimated quantities for unit priced items.

4.3. Task 6: Design Services

- a. Basis of Design Report (10% Design Submittal):

- i. Prepare a design report for the Project (Basis of Design Report) that analyzes mechanical, electrical, structural, and controls engineering for the Project and that includes the following:
 - a) Title page with name of Project, name of preparer, preparer's company name and address, and date.
 - b) Table of Contents.
 - c) A summary of results.
 - d) Conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternative solutions available to Sonoma Water that Consultant recommends.
 - e) A description of the work performed, including methodology, a detailed description of the inspections performed, literature reviewed, documents and records reviewed, and individuals and agencies contacted.
 - f) Construction cost estimate itemized by bid item, as described in paragraph 4.2.
 - g) Appendix, including copies of documents, photographs, manufacturer's literature, and other records deemed appropriate.
 - h) Schematic drawings, sketches, and exhibits as necessary to illustrate the recommended Project.
 - i) A site plan of location of proposed equipment layout.
 - j) Other information to support the recommendations.
 - ii. Submit draft of Basis of Design Report to Sonoma Water for review and approval.
 - iii. Incorporate Sonoma Water comments on draft Basis of Design Report into final Basis of Design Report.
- b. Design:
- i. Prepare Project design, as recommended in Sonoma Water-approved Basis of Design Report.
 - ii. Identify and perform sufficient building facility investigation(s) for purpose of developing Project design.
 - iii. Prepare a detailed construction cost estimate for the Project as described in paragraph 4.2.
 - iv. Prepare a construction schedule showing the anticipated timeframe for completing construction of major units. Use a simple bar chart approach for each item and indicate the anticipated critical path of construction. Show proposed shutdown durations and tentative work times (days/hours)
- c. Additional Requirements:
- i. Identify requirements, if any, which Sonoma Water may not have identified. Possible requirements include, but are not limited to, provisions in the environmental documents, including (if applicable)

building permits, electrical permits, right-of-way agreements, and local ordinances.

d. Design Stages and Meetings:

- i. Progress with design in the following stages and ensure that the each stage includes the listed elements:
 - a) Design Kickoff Meeting: Present assumptions and preliminary conclusions to be included in the Basis of Design Report.
 - b) 50%:
 - i.) Project parameters shall be fully defined, calculations (including sizing of Project components) shall be complete, and preliminary sketches and drawings shall be available. Indicate topographic property boundaries, and USA mark-out. General size, nature, and complexity of the Project and indicate right-of-way; alignment and location of facilities should be final; draft specifications shall be completed with sufficient detail to allow Sonoma Water review and comment. Written description of Project; describe what surveying efforts should be complete by the 50% design submittal.
 - ii.) Mechanical drawings shall include: demolition, major equipment locations and equipment schedule, list of mechanical and plumbing specifications sections, zones of temperature control in building and placement of controls related elements, existing ducting in building to be used in new design
 - iii.) Electrical drawings shall include: demolition, load calculations for revised conditions, drawings showing new panel mounting details, conduit and cable schedule, updated single line diagram, proposed electrical connections for revised HVAC equipment, list of electrical specification sections, proposed block diagram for controls, and process and Instrumentation diagram for new HVAC system
 - iv.) Structural drawings shall include: a list of structural specification sections, design modifications to existing framing to accommodate differences in new HVAC equipment, and design anchorage and support for HVAC equipment and details on mechanical plans, existing floor loading rating for roof (psf), and proposed floor loading with new design (psf)
 - c) 90%: Prepare drawings indicating the scope, extent, and character of the work to be provided by the contractor. Specifications and drawings, all-inclusive and in their entirety, shall be 90% completed and rights-of-way, permits, and regulatory considerations shall be resolved. Include:
 - i.) Mechanical drawings with Energy Management System (EMS) control diagrams and sequence of operations, mechanical

- specifications, and zones of temperature control in building and placement of controls related elements
 - ii.) Electrical drawings including electrical demolition revised panel schedules, drawings showing new panel mounting details, conduit and cable schedule, grounding site plan, HVAC equipment connections, and single line diagrams, proposed revised panel schedules, electrical specifications, control diagram and logic, and Process and Instrumentation diagram for new HVAC system
 - iii.) Structural drawings including design anchorage and support for HVAC equipment and details on mechanical plans, specifications related to material type, dimensions, and execution details, existing floor loading rating for roof (psf), and proposed floor loading with new design (psf)
 - d) 99%: Changes and modifications from Sonoma Water shall be incorporated, any outstanding issues resolved, and specifications and drawings essentially complete.
 - e) Final Design: Specifications and drawings shall be complete and Sonoma Water comments incorporated into a final construction documents set.
- e. Meeting Information:
- i. Arrange, attend, prepare agendas for, and conduct meetings at each design stage.
 - ii. Prepare technical memorandum summarizing design parameters.
 - iii. At meetings, discuss the progress and direction of the design. Advise Sonoma Water in writing how Sonoma Water comments impact Project scheduling and cost.
 - iv. Prepare meeting minutes for each meeting.
 - v. Meetings shall be held at Sonoma Water's Office, 404 Aviation Boulevard, Santa Rosa, California, unless otherwise relocated by Sonoma Water.

4.4. Task 7: Drafting Services

- a. Prepare drawings necessary for bidding and construction of the Project using current Sonoma Water AutoCAD standard at time of Agreement execution. Earlier compatible versions or alternate compatible AutoDesk vertical products may only be used upon written approval of Sonoma Water. Include the following with sufficient detail to describe construction of the Project for Project advertisement and bidding purposes:
 - i. Title sheet with location map, vicinity map, index to drawings, and legend (abbreviations, symbols, etc.).
 - ii. Plans (including Right-of-way).
 - iii. Sections and Elevations.
 - iv. Construction details.
 - v. Other drawings as may be needed for construction.

- b. Include the following features on each plan and profile drawing:
 - i. Location of control points with point number identification, elevation, and description, include bearings and distances for alignments and right-of-way lines where applicable.
 - ii. Graphic scale.
 - iii. North arrow.
 - iv. Key map.
 - v. Elevations of and labels for existing features, structures, and utilities..
 - vi. Mapping showing streets, edges of pavement, ditch flowlines, and top of curb.
- c. Use Sonoma Water-provided template drawings, title blocks, and border drawings. Basic layers and line types are part of template drawings and are recommended where applicable.
- d. Prepare finished contract drawings on a durable, dimensionally stable vellum 22" x 34" gross size. No hand-drawn media is allowed.
 - i. Finished contract drawings shall also be supplied in native AutoCAD format as specified in 4.4.a along with supporting files such as fonts, Xref and image files, point data, plotter and/or pen style table configuration files.
 - ii. Electronic drawing file names shall be at the direction of Sonoma Water's Drafting/GIS Section. Xref files shall have filename with an "X" prefix (i.e., X_ExTopo for original existing topographic file used as base reference file).
 - iii. Existing and design features shall be represented spatially accurate in "real world model space" in the CAD files. Coordinate information shall be preserved in its true and original orientation in real world space (X axis= East Coordinates, Y axis = North Coordinates, Z axis =Elevation; all in US Survey Feet Units; Scale 1:1). Data files, such as topo files and point files, may be "Xrefed" provided the Xref file is inserted at 0,0,0 and no rotation is imposed on the file.
 - iv. Each drawing file shall contain a layer named "CadNotes." This layer shall be a non-plot layer and shall contain pertinent "metadata" that includes, but is not limited to, the following:
 - a) Coordinate or projection basis.
 - b) Relevant survey, data dates.
 - c) Data sources, references.
 - d) Design notes, assumptions, or other relevant information useful to design review.
 - v. Prepare construction detail drawings in the same manner as described in this paragraph 0 such that each detail item is represented in its full size in model space and is represented in a scale and orientation to

appropriately and adequately convey the necessary information for construction on layout space.

- vi. Sonoma Water will accept electronic drawing files with multiple “drawings” or “Sheet” layouts. Tab layouts are to be setup as follows:
 - a) Each layout tab’s label shall be the drawing name (i.e. C1, G1, D1, P1, etc.) and therefore only include one sheet per layout tab. The layouts shall be set to the standard 22” x 34” sheet at a 1:1 scale.
- e. Minimize the use of notes on drawings. Specifications of any type shall be written in the specifications and shall not be added to drawings.
- f. Use match lines with appropriate sheet numbers.
- g. Use lettering size no smaller than a 0.12-inch tall for construction notes and data.
- h. Ensure that drawings are easily readable when reduced to 11” x 17.”
- i. Reconcile drawings with specifications to minimize redundancies and avoid conflicts.
- j. If requested by Sonoma Water, provide conformed drawings. Sonoma Water’s standard will be provided by Sonoma Water’s Project Manager.
- k. Provide post-construction record drawings. Sonoma Water’s standard will be provided by Sonoma Water’s Project Manager.

4.5. Task 8: Specifications Preparation

- a. Assist Sonoma Water’s Project Manager in completing Sonoma Water’s Project Manual Initiation Questionnaire.
- b. Prepare Divisions 2 through 49 (Technical Specifications), as appropriate, of the Project Manual as necessary for construction of the Project in conformance with the Project Manual concept of the Construction Specification Institute (CSI), using Sonoma Water’s template, CSI’s Project Resource Manual, and the 2018 edition of CSI’s MasterFormat, including SectionFormat and PageFormat.
- c. Comply with applicable provisions of the Public Contract Code including, but not limited to, formal and informal bid procedures and the avoidance of closed proprietary specifications (where no substitutions are allowed).
- d. Assist Sonoma Water to develop justification memos for any proposed single-source products or materials; for special qualification of bidders, manufacturers, installers, or other professionals performing construction work for the Project; and for other special circumstances that require justification to Sonoma Water’s Board of Directors.
- e. Provide bid item descriptions for inclusion in Division 1. Ensure that method of payment for materials, equipment, and work required to complete Project is described clearly.

- f. In coordination with Sonoma Water’s Project Manager, reconcile redundancies and conflicts with Sonoma Water-prepared Division 0 and Division 1 requirements.
- 4.6. Task 9: Assistance During Bidding and Construction
- a. For bidding:
 - i. Answer questions submitted by Sonoma Water (“questions”) during bid advertisement period.
 - ii. Communicate only through Sonoma Water.
 - iii. Immediately email copies of bidder questions (non-Sonoma Water questions) directed to Consultant to Sonoma Water.
 - iv. Alert Sonoma Water to potential impacts, if any, associated with questions including, but not limited to, impacts on schedule and cost.
 - v. Upon request from Sonoma Water, prepare addenda to clarify, correct, or change the technical specifications or drawings in accordance with the following:
 - a) Paragraphs 4.4 and 4.5.
 - b) Sonoma Water-provided drafting standards and standard form for addenda.
 - b. For construction:
 - i. Assist Sonoma Water by providing engineering and related services after the receipt of construction bids as requested by Sonoma Water.
 - ii. Attend preconstruction conference.
 - iii. Assist Sonoma Water by answering request(s) for information (RFIs), as requested by Sonoma Water (up to 30 RFIs).
 - iv. Submittal Review:
 - a) Review contractor’s submittals of information and shop drawings for the Project and either mark “No Exceptions Taken,” “Make Corrections Noted,” “Revise and Resubmit,” or “Rejected” on each submittal. Provide Sonoma Water with a brief written narrative of what is required from the contractor for items Consultant marks on each submittal response.
 - b) Ensure that copies of submittals reviewed are stamped, dated, and signed by the person performing the review.
 - c) Review items that have been submitted by the contractor as a substitution or an “approved equal” for specified items. Ensure that each substituted item meets the performance requirements specified in the Project specifications, and ensure its compatibility with other components of the operating system (electrical connections, size). Consult with Sonoma Water’s Project Manager regarding acceptability of the proposed substitution.
 - d) Upon completion of review, return the submittals with any written narratives to Sonoma Water.

- v. Upon request from Sonoma Water, provide construction site visits. Write summary memo of each site visit requested and provide to Sonoma Water 2 working days after date of site visit.
- vi. Review and comment on proposed change order(s), if any. Provide comments to Sonoma Water in writing within 2 working days after receipt of the proposed change order(s). Change order review will not be paid if change order is a result of Consultant's error or omissions in design.
- vii. Upon request from Sonoma Water, assist Sonoma Water with final inspection.

4.7. Task 10: Schedule and Submittal of Documents

- a. Perform services and submit documents to Sonoma Water for review and approval in accordance with the schedule included in Exhibit B (Schedule and Submittals).
- b. Submittal requirements:
 - i. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Sonoma Water, unless noted otherwise.
 - ii. Comply with requirements of Article 12 (Content Online Accessibility).
 - iii. Provide full-sized hard copy and electronic copy in PDF format as well as native AutoCAD dwg format at each design phase as described in Exhibit B. Include CTB or STB plot configuration file with electronic submittal to ensure correct and intended image quality when plotting from file.
 - iv. If changes that Sonoma Water has not previously approved are made to the drawings or specifications after the 99% design review meeting, submit drawing(s) or specifications to Sonoma Water for approval prior to preparing the final submittal.
- c. Electronic media formats:
 - i. Survey information and drawings: Provide in electronic media format compatible with current Sonoma Water AutoCAD standard in drawing format (.DWG). To ensure there are no discrepancies between electronic and hard copies, provide plot style tables files.
 - ii. Technical Specifications (including tables, charts, and drawings): Provide in electronic media format compatible with Microsoft® Word 2016. Ensure that there are no discrepancies between electronic and hard copies.
- d. Final Drawing Submittal Requirements:
 - i. Prepare finished contract drawings and maps on vellum, 22" x 34" gross size. Drawings shall be "wet" stamped and signed by the appropriate disciplined professional.

- ii. The final (100%) AutoCAD submittal shall consist of files with filenames specified by Sonoma Water's Drafting/GIS Section and include embedded digital professional stamps and signatures. Drawings shall have filenames displayed per Sonoma Water-provided standards. Final submittal shall also include a composite PDF document of the drawing files formatted for half size (11" x 17") as well as full size (22" x 34"). Transmit to Sonoma Water via AutoCAD ETRANSMIT.
- e. The schedule in Exhibit B (Schedule and Submittals) is based upon timely review and decision making by Sonoma Water. Delays in the schedule caused by Sonoma Water will be cause for consideration of time extensions.

4.8. Optional Task 11: Additional Services

- a. Do not proceed with this task unless requested in writing by Sonoma Water's Project Manager.
- b. Perform additional services as requested by Sonoma Water to support the Project. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water. Deliverables and due dates to be determined.
- c. Optional task shall not include tasks or labor categories for which prevailing wages have been established.

5. **DELIVERABLES**

- 5.1. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Sonoma Water.
- 5.2. Comply with requirements of Article 12 (Content Online Accessibility).

Exhibit B

Schedule of Submittals

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
Notice to Proceed with Task 4 under First Amended Agreement	-	immediately upon execution of this First Amended Agreement
Basis of Design Report Submittal	<ul style="list-style-type: none"> • Draft Basis of Design Report • One electronic copy in pdf and ten hard copies of Basis of Design Kickoff Meeting agenda 	within 45 calendar days after NTP for First Amended Agreement
Basis of Design Kickoff Meeting	-	Within 55 calendar days after NTP for First Amended Agreement
Design Workshop Minutes	One electronic copy of meeting minutes	Within 5 calendar days of Basis of Design kickoff meeting
Sonoma Water comments on draft Basis of Design Report, if any	-	Within 14 calendar days after Basis of Design kickoff meeting
Resubmittal of Basis of Design Report	<ul style="list-style-type: none"> • Revised Basis of Design Report 	Within 14 calendar days of receipt of Sonoma Water comments
Final Basis of Design Report	<ul style="list-style-type: none"> • Final Basis of Design Report 	Within 7 calendar days of Sonoma Water's approval of Basis of Design Report
50% Design Submittal	<ul style="list-style-type: none"> • 8 sets of half-size hard copy drawings • Technical memorandum summarizing design parameters • Construction cost estimate • Technical specifications • Bid item descriptions • Construction schedule • Draft Table of Contents for specifications • 8 copies of 50% design review meeting agenda 	60 calendar days after final Design Report submittal
50% Design Review Meeting	-	Within 10 calendar days after 50% Design Submittal
50% Design Review Meeting Minutes	One electronic copy of meeting minutes	Within 5 calendar days of 50% Design Review Meeting

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
90% Design Submittal	<ul style="list-style-type: none"> • 8 sets of half-size hard copy drawings • Technical specifications • Bid item descriptions • Technical memorandum summarizing design parameters • Revised Preliminary Statement of Probable Construction Costs • 8 copies of 90% design review meeting agenda 	60 calendar days after 50% Design Review Meeting
90% Design Review Meeting	-	Within 10 calendar days after 90% Design Submittal
90% Design Review Meeting Minutes	One electronic copy of meeting minutes	Within 5 calendar days of 90% Design Review Meeting
99% Design Submittal	<ul style="list-style-type: none"> • 8 sets of half-size hard copy revised drawings • Technical specifications • Bid item descriptions • Technical memorandum summarizing design parameters • Statement of Probable Construction Costs • 8 copies of 99% design review meeting agenda 	Within 30 calendar days after 90% Design Review Meeting
Final Submittal	<ul style="list-style-type: none"> • Complete set of revised and final stamped and wet signed original drawings • Complete set of electronic files with supporting files, plus full and half-size PDFs • Complete set of revised and final technical specifications • Stamped and signed Section 00007 (Seals Page) • Statement of Probable Construction Costs 	Within 21 calendar days after 99% Design Review Meeting
Draft Addenda submittals, if applicable	as appropriate	At least 8 calendar days prior to Project bid opening
Final Addenda submittals, if applicable	as appropriate, submit original drawing(s)	At least 7 calendar days prior to Project bid opening

Exhibit C

Schedule of Costs

Principals:	\$210.00 - \$265.00	Information Technologists:	
Associates:	\$175.00 - \$245.00	◆ Level A	\$125.00
Specialist:	\$200.00 - \$250.00	◆ Level B	\$135.00
Engineers:		◆ Level C	\$150.00 - \$160.00
◆ Level A	\$115.00 - \$125.00	◆ Level D	\$170.00 - \$180.00
◆ Level B	\$130.00 - \$140.00	◆ Level E	\$195.00 - \$205.00
◆ Level C	\$145.00 - \$155.00	◆ Level F	\$225.00 - \$235.00
◆ Level D	\$160.00 - \$185.00	Database Analysts:	
◆ Level E	\$190.00 - \$220.00	◆ Level A	\$105.00
◆ Level F	\$225.00 - \$245.00	◆ Level B	\$120.00
Geologists/Hydrogeologists:		◆ Level C	\$135.00 - \$155.00
◆ Level A	\$125.00	◆ Level D	\$170.00 - \$190.00
◆ Level B	\$135.00	◆ Level E	\$205.00 - \$215.00
◆ Level C	\$145.00 - \$170.00	◆ Level F	\$220.00 - \$240.00
◆ Level D	\$175.00 - \$185.00	Technicians/Technologists:	
◆ Level E	\$195.00 - \$205.00	◆ Level A	\$85.00
◆ Level F	\$210.00 - \$230.00	◆ Level B	\$100.00 - \$110.00
Environmental Chemists/Scientists/Planners:		◆ Level C	\$110.00 - \$120.00
◆ Level A	\$100.00 - \$130.00	◆ Level D	\$125.00 - \$140.00
◆ Level B	\$115.00 - \$145.00	◆ Level E	\$145.00 - \$160.00
◆ Level C	\$130.00 - \$155.00	◆ Level F	\$180.00 - \$190.00
◆ Level D	\$140.00 - \$175.00	Draft/CADD:	
◆ Level E	\$165.00 - \$195.00	◆ Level A	\$75.00 - \$80.00
◆ Level F	\$195.00 - \$215.00	◆ Level B	\$90.00
Industrial Hygienists/Safety Professionals:		◆ Level C	\$95.00 - \$100.00
◆ Level A	\$120.00	◆ Level D	\$115.00 - \$125.00
◆ Level B	\$130.00	◆ Level E	\$130.00 - \$160.00
◆ Level C	\$140.00 - \$155.00	◆ Level F	\$135.00 - \$170.00
◆ Level D	\$165.00 - \$175.00	Technical Apprentices:	\$87.00 - \$98.00
◆ Level E	\$190.00 - \$200.00	Administrative Support:	\$70.00
◆ Level F	\$225.00 - \$235.00		

EXPENSES	
Item	Cost
Subconsultant – Silva Cost Estimating	at cost plus 15%, not to exceed \$11,040
Copies	\$0.10 per page
Postage	at cost
Overnight mail	at cost

Exhibit D

Estimated Budget for Scope of Work

Work under Original Agreement:

Phase	Mechanical	Electrical	Structural	Totals
Data Collection	\$4,600	\$2,200	\$1,500	\$8,300
Evaluation Report	\$14,700	\$4,000	\$4,200	\$22,900
Totals	\$19,300	\$6,200	\$5,700	\$31,200

Work under First Amended Agreement:

Phase	Mechanical	Electrical	Structural	Cost Estimate	Owner AutoCAD Dwgs	Totals
Basis of Design	\$2,800	\$1,000	\$1,600	\$1,840		\$7,240
50% Construction Documents	\$15,500	\$2,500	\$4,400	\$3,680		\$26,080
90% Construction Documents	\$17,400	\$2,500	\$6,100	\$4,140		\$30,140
Permit and Final Construction Documents	\$10,000	\$2,000	\$2,000	\$1,380		\$15,380
Construction Admin (DECS)	\$7,700	\$2,000	\$11,700			\$11,700
Optional Task 11						\$10,000
Totals	\$53,400	\$10,000	\$16,100	\$11,040	\$4,000	\$104,540

Exhibit E

Insurance Requirements

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

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

1. INSURANCE

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. Required Evidence of Insurance: Certificate of Insurance.
 - e. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim

against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software: or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and

- ii. Claims against Consultant arising from the negligence of Consultant, Consultant's employees and Consultant's subcontractors.
 - d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
- 1.5. Standards for Insurance Companies
- a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.
- 1.6. Documentation
- a. The Certificate of Insurance must include the following reference:
TW 18/19-066A.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4 above.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
 - e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.
- 1.7. Policy Obligations
- a. Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.8. Material Breach
- a. If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain

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