

Agreement for Engineering and Design Services for Vortex Tube Rehabilitation (Santa Rosa Creek at Montgomery Drive Crossing)

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **BKF Engineers**, 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 5.1.

RECITALS

- A. Consultant represents that it is a duly qualified and licensed engineering firm, experienced in culvert rehabilitation, trenchless technologies for bypass pipe installation, and related services.
- B. One element of the Santa Rosa Creek diversion structure is a culvert beneath Montgomery Drive known as the vortex tube.
- C. In 2017, inspections identified structural deterioration of the vortex tube.
- D. The Project consists of rehabilitation of approximately 112 linear feet of reinforced concrete pipe and replacement of approximately 21 linear feet of cast in place transitional section comprising the vortex tube (Project). In addition, a bypass pipe will be included upstream of the vortex tube to facilitate future inspection and maintenance.
- E. Under this Agreement Consultant will develop alternate methods of rehabilitation of the deteriorated Santa Rosa creek vortex tube; design replacement of the transition cast-in-place portion of the vortex tube; define the trenchless methods for the installation of the required bypass pipe; prepare the specifications and contract drawings for rehabilitation, replacement, and bypass pipe using the preferred method.
- F. Sonoma County Water Agency owns, operates, and maintains flood protection projects and provides flood protection services for the following watersheds: Laguna de Santa Rosa/Mark West Creek (Zone 1A) ("Flood Protection Zone").
- G. 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.

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) and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work, 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: Carlos Diaz Phone: 707-547-1956 Email: Carlos.Diaz@scwa.ca.gov Construction Management Principal Engineer: Mike West Phone: 707-547-1984 Email: Mike.West@scwa.ca.gov 404 Aviation Boulevard Santa Rosa, CA 95403-9019	Contact: Yousra Tilden 255 Shoreline Drive, Suite 200 Redwood City, CA 94065 Phone: 650-482-6402 Email: ytilden@bkf.com
Remit invoices to: Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Remit payments to: Same address as above

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

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

3.4. *Assigned Personnel:*

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

<i>Title</i>	<i>Name</i>
Project Manager	Yousra Tilden

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

4. **PAYMENT**

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$364,972.
 - a. Total costs for Tasks 1-7 shall not exceed \$339,472.
 - b. Total costs for Optional Task 8, if requested in writing by Sonoma Water, shall not exceed \$25,000.
 - c. No more than \$296,160 will be paid until the final design submittal is submitted.

- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:
- a. Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
- a. Consultant name
 - b. Name of Agreement
 - c. Sonoma Water's Project-Activity Code F0400C001
 - d. Task performed with an itemized description of services rendered by date
 - e. Summary of work performed by subconsultants, as described in Paragraph 15.4
 - f. Time in quarter hours devoted to the task
 - g. Hourly rate or rates of the persons performing the task
 - h. List of reimbursable materials and expenses
 - i. Copies of receipts for reimbursable materials and expenses
- 4.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 4.2 above.
- 4.5. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 4.6. *Taxes Withheld by Sonoma Water:*
- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
 - b. If Consultant does not qualify, as described in Paragraph 4.6.a, Sonoma Water requires that a completed and signed Form 587 be provided by

Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.6.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 17 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

5. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

5.1. *Term of Agreement:*

- a. This Agreement shall expire on June 30, 2022, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in advance of the expiration date noted in Paragraph 5.1.a and of the first extension option.

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

6. TERMINATION

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

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

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

6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.10 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.

- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

- 7.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to defend, indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on Sonoma County Water Agency'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.

8. INSURANCE

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

9. PROSECUTION OF WORK

- 9.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar

labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

10. EXTRA OR CHANGED WORK

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

11. CONTENT ONLINE ACCESSIBILITY

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water staff in the development of alternate document formats to

maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.

- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- 11.6. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

12. REPRESENTATIONS OF CONSULTANT

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *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.

- 12.3. *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.
- 12.4. *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.
- 12.5. *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.
- 12.6. *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.
- 12.7. *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.

- 12.8. *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.
- 12.9. *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.
- 12.10. *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.

12.11. *Zone Liability:* The term “Zone” or “Zones” as used in this Paragraph 12.11 shall mean any applicable Flood Protection Zone, as described in Recital F of this Agreement. To the extent any work under this agreements relates to Zone activities, Consultant shall be paid exclusively from Zone funds. Consultant agrees that Consultant shall make no claim for compensation for Consultant’s services against other funds available to Sonoma County Water Agency and Consultant expressly waives any right to be compensated from other funds available to Sonoma County Water Agency. In addition, Consultant acknowledges that West’s Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma County Water Agency based on causes of action arising from Zone activities may be made only from funds of that Zone.

13. PREVAILING WAGES

- 13.1. *General:* Consultant shall pay to any worker on the job for whom prevailing wages have been established 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 Sonoma Water 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, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Sonoma Water and will be made available to any person upon request.
- 13.2. *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.
- 13.3. *Compliance Monitoring and Registration:* This project 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.

- 13.4. *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.

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 6 (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:

Name	Type of Services	Prevailing Wages Apply? Y/N
Bennett Trenchless	trenchless utility design	N

Name	Type of Services	Prevailing Wages Apply? Y/N
Cornerstone Structural Engineering Group	structural engineering	N
Bay Area Geotechnical Group	geotechnical engineering	Y
Subtronic Corporation	utility locating	Y
JDH Corrosion Consultants	corrosion engineering	N

15.3. *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 15.3. 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 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

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

16. **MEDIATION OF DISPUTES**

16.1. If a dispute arises out of or relates to this Agreement, or an alleged breach thereof, and if the dispute cannot be settled through negotiation, before resorting to litigation, Sonoma Water and Consultant agree first to try in good faith to settle the dispute by mediation. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved mediators trained in construction industry mediation. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. If the dispute also involves claims against or by a construction contractor who has used or otherwise relied on any work product of Consultant, the Parties agree that the mediation required by this Article 16 will include the construction contractor as a participant. The cost of mediation shall be equally shared by the participating parties. Unless the participation of a construction

contractor is required and that indispensable contractor is subject to an incompatible stipulation with Sonoma Water with regard to the same matters, the parties further agree that:

- a. The mediation shall be conducted in Santa Rosa, California.
- b. Unless otherwise agreed to in writing by the parties participating in the mediation, the mediation shall be concluded no later than sixty (60) days after the first mediation session. If the dispute has not been resolved at that time, any party may elect at that time to pursue litigation.
- c. The parties agree to exchange all relevant non-privileged documents before the first scheduled mediation session.

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

- 17.1. *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.
- 17.2. *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 17.

18. MISCELLANEOUS PROVISIONS

- 18.1. *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.
- 18.2. *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.

- 18.3. *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.
- 18.4. *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.
- 18.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 18.6. *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.
- 18.7. *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.
- 18.8. *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.
- 18.9. *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.
- 18.10. *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 18/19-122

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

BKF Engineers, a California corporation

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

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

DIR Registration #: _____

Exhibit A

Scope of Work

1. GENERAL

- 1.1. 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.
- 1.2. 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.

2. TASKS

- 2.1. Task 1: Project Management
 - a. This task includes preparation of the work plan including the schedule and its updates and tracking budget and schedule throughout the project. This task also includes preparation of invoices and progress reports and staff and subconsultants coordination.
- 2.2. Task 2: Cost Estimates
 - a. Prepare a Statement of Probable Construction Costs broken down by bid item, and revise as required herein. Provide estimated quantities for unit priced items.
- 2.3. Task 3: Design Services
 - a. Preliminary Design:
 - i. Consult with Sonoma Water to define and clarify Sonoma Water's requirements for the Project and available data.
 - ii. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Consultant including, but not limited to, City of Santa Rosa.
 - iii. Identify at least 3 alternative solutions for the rehabilitation method of the vortex tube. Identify 3 alternatives for bypass pipeline trenchless installation, including determining work area and settlement risk assessment. Following Sonoma Water's approval of 3 alternatives for

rehabilitation and 3 alternatives for bypass pipeline, proceed with evaluation of the alternatives. After consultation with Sonoma Water, recommend to Sonoma Water those solutions that in Consultant's judgment meet Sonoma Water's requirements for the Project.

- iv. Identify key utility locations and identify utility conflicts, if any.
 - v. Following any investigation(s) at the Project site, return site to pre-existing conditions, including filling holes and excavations, and grading as required.
- b. Geotechnical Investigation:
- i. The purpose of the geotechnical investigation is to develop information regarding the engineering properties of the geo-materials within the bypass pipe area and the transition area and to characterize groundwater conditions to inform dewatering needs of alternative rehabilitation approaches. This shall be accomplished by drilling, logging, and sampling three borings, and performing laboratory testing on selected soil samples.
 - ii. Research and review pertinent geotechnical and geological maps and reports relevant to the site and vicinity.
 - iii. Mark the planned boring locations in the field, and coordinate the drilling with the Sonoma Water representatives.
 - iv. Obtain a drilling permit for the exploratory soil borings from the Sonoma County Department of Health Services, and an encroachment permit from the City of Santa Rosa.
 - v. Drill, log, and sample three borings with truck- or track-mounted drilling equipment using hollow-stem augers. The borings shall be technically directed by one of Consultant's engineers/geologists, who shall also collect soil samples from the borings for visual examination and laboratory testing. Borings will be drilled into the first encountered water-bearing zone unless bedrock and auger refusal is encountered. In the absence of bedrock, at least one of the soil samples collected shall be representative of the water-bearing zone. Borings will remain open long enough for the groundwater level to stabilize to static levels if present. Record static levels in each boring.
 - vi. Upon completion of drilling and sampling, convert one of the borings upon coordination with Sonoma Water to a temporary piezometer. The remaining borings will be sealed with cement grout per standard protocol, and the drill cuttings will be spread out over the ground surface as directed by the Sonoma Water.
 - vii. Perform a laboratory testing program on the collected soil samples to evaluate the engineering characteristics of the subsurface soils. Anticipated tests include direct shear tests, Atterberg Limits tests, grain size analysis, and moisture-density measurements, as judged appropriate.

- viii. Perform engineering analyses based on the results obtained from the above tasks and oriented towards the above-described purpose of the investigation.
- ix. Confer with the design team to answer specific questions.
- x. Prepare a final report summarizing our findings and recommendations and including a vicinity map, a site plan showing the approximate boring locations, logs of the borings, a regional geology map, a regional fault map, subsurface cross sections, and our conclusions, opinions, and recommendations for bypass pipe installation and the transition area.
- c. Utility Locating:
 - i. Conduct utility research and a utility locating investigation along the alignment of the bypass pipe. Incorporate the result of the investigation into the design documents.
- d. Design Report:
 - i. Prepare a design report for the Project (Design Report) that analyzes alternatives 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, working area, settlement risk assessment analysis result, 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 2.2.
 - 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 map of location of proposed facilities.
 - j) Other information to support the recommendations.
 - ii. Submit draft of Design Report to Sonoma Water for review and approval.
 - iii. Incorporate Sonoma Water comments on draft Design Report into final Design Report.
- e. Design:
 - i. Prepare Project design, as recommended in Sonoma Water-approved Design Report.

- ii. Identify and perform sufficient site investigation(s) for purpose of developing Project design.
- iii. Prepare a Design Notebook. The Design Notebook shall be a pdf file notebook containing, as appropriate, copies of the Design Report, stamped and signed design calculations, conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, engineering sketches, schematic layouts, product and material selection evaluation, alternate solutions available to Sonoma Water that Consultant recommends, and supporting information pertaining to the design of the Project. The design calculations and engineering sketches shall be in sufficient detail to design the Project with its appurtenances. The Design Notebook shall include a technical memorandum summarizing the design parameters.
- iv. Prepare a detailed construction cost estimate for the Project as described in paragraph 2.2.
- v. 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.
- f. Additional Requirements:
 - i. Assist Sonoma Water in obtaining encroachment permits as required for inclusion in the Project specifications from the City of Santa Rosa.
 - ii. Determine right-of-way needs for the Project and provide information to Sonoma Water.
 - iii. Identify requirements, if any, which Sonoma Water may not have identified. Applicable requirements include, but are not limited to, provisions in the environmental documents, including the Mitigation Monitoring Plan (if applicable), permits (if applicable), right-of-way agreements, and local ordinances.
 - iv. Incorporate known applicable requirements into Project.
- g. Design Stages and Meetings:
 - i. Progress with design in the following stages and ensure that the each stage includes the listed elements:
 - a) Kick Off and Site Visit: Discuss Project scope and schedule. Discuss project assumptions and constraints.
 - b) Design Workshop: Present assumptions and preliminary conclusions that are included in the draft Design Report. Sonoma Water may direct the Consultant regarding the assumptions made that may alter the conclusions.
 - c) 30%: 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, USA mark-out, and potholing. Describe what surveying efforts should be complete for incorporation in the 60%

design submittal. Review and comment on Sonoma Water Project Description.

- d) 60%: Draft drawings shall describe the 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. Provide preliminary structural drawings and calculations. Review and comment on Sonoma Water Project Description.
- e) 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.
- f) 99%: Changes and modifications from Sonoma Water shall be incorporated, any outstanding issues resolved, and specifications and drawings essentially complete.

h. 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.

2.4. Task 4: 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.
 - iii. Profiles (where applicable).
 - iv. Sections.
 - v. Construction details.
 - vi. 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, utilities, manholes, and drainage facilities.
 - 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 plan and profile drawings using the primary scale of: horizontal 1" = 40' and vertical 1" = 4'.
 - i. Obtain prior Sonoma Water approval before preparing plan or profile drawings in any other scale.
- e. Prepare finished contract drawings and maps 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 2.4.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:
 - g) Coordinate or projection basis.
 - h) Relevant survey, data dates.
 - i) Data sources, references.
 - j) 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 2.4.d 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:
 - k) 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.
- f. Minimize the use of notes on drawings. Specifications of any type shall be written in the specifications and shall not be added to drawings.
- g. Use match lines with appropriate sheet numbers.
- h. Use lettering size no smaller than a 0.12-inch tall for construction notes and data.
- i. Ensure that drawings are easily readable when reduced to 11” x 17.”
- j. Reconcile drawings with specifications to minimize redundancies and avoid conflicts.

2.5. Task 5: 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.

2.6. Task 6: 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 hand-deliver or 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:
 - l) Paragraphs 2.4 and 2.5.
 - m) 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 15 RFIs).
 - iv. Submittal Review:
 - n) Review contractor’s submittals of information and shop drawings for the Project (up to 20 submittals) 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.
 - o) Ensure that copies of submittals reviewed are stamped, dated, and signed by the person performing the review.
 - p) Review items that have been submitted by the contractor as a substitution or an “approved equal” for specified items (up to 5 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.
 - q) Upon completion of review, return the submittals with any written narratives to Sonoma Water.
 - v. Upon request from Sonoma Water, provide construction site visits (up to 7 construction site visits, including 2 for trenchless excavation observation). 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 (up to 5 change orders). Provide comments to Sonoma Water in writing within 2 working days after receipt of the proposed change order(s).

2.7. Task 7: 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 11 (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, Design Report, and Design Notebook (including tables, charts, and drawings): Provide in electronic media format compatible with Microsoft® Word 2013. 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.

2.8. Optional Task 8: 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.

Exhibit B

Schedule and Submittals

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
Notice to Proceed with Design	-	immediately upon execution of this agreement
Kick-off Meeting Submittal	10 copies of Kick-off meeting agenda	7 calendar days prior to Kick-off meeting
Kick-off Meeting	-	10 calendar days following Notice to Proceed with Design
Kick-off Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of Kick-off Meeting
Geotechnical Investigation Report	One electronic copy of Geotechnical Report	within 28 days of Notice to Proceed with Design
Draft Design Report	<ul style="list-style-type: none"> Draft Design Report Assumptions and preliminary conclusions to be included in the draft Design Report 	21 calendar days after Kick-off meeting
Sonoma Water comments on draft Design Report, if any	-	within 14 calendar days after receipt of draft Design Report
Design Workshop	10 copies of Design Workshop agenda	within 7 calendar days after receipt of Sonoma Water comments on Design Report
Design Workshop Minutes	One electronic copy of meeting minutes	within 7 calendar days of Design Workshop
Final Design Report	Final Design Report	within 7 calendar days of receipt of Sonoma Water comments
30% Design Submittal	<ul style="list-style-type: none"> 8 sets of half-size hard copy drawings Technical memorandum summarizing design parameters Construction cost estimate Preliminary Statement of Probable Construction Costs Design Notebook Draft Table of Contents for specifications 10 copies of 30% design review meeting agenda 	21 calendar days after final Design Report submittal

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
30% Design Review Meeting	-	within 7 calendar days after 30% Design Submittal
30% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of 30% Design Review Meeting
Sonoma Water comments on 30% Design Submittal		within 14 calendar days after receipt of 30% Design Submittal
60% 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 • Construction schedule • Revised Preliminary Statement of Probable Construction Costs • Design Notebook • Topographic survey request information • 10 copies of 60% design review meeting agenda 	28 calendar days after receipt of Sonoma Water comments on 30% Design Submittal
60% Design Review Meeting	-	within 7 calendar days after 60% Design Submittal
60% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of 60% Design Review Meeting
Sonoma Water comments on 60% Design Submittal		within 14 calendar days after receipt of 60% Design Submittal
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 • Design Notebook • 10 copies of 90% design review meeting agenda 	21 calendar days after receipt of Sonoma Water comments on 60% Design Submittal
90% Design Review Meeting	-	within 7 calendar days after 90% Design Submittal

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
90% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of 90% Design Review Meeting
Sonoma Water comments on 90% Design Submittal		within 14 calendar days after receipt of 90% Design Submittal
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 • Design Notebook • 10 copies of 99% design review meeting agenda 	14 calendar days after receipt of Sonoma Water comments on 90% Design Submittal
99% Design Review Meeting	-	35 calendar days after 99% Design Submittal
99% Design Review Meeting Minutes	One electronic copy of meeting minutes	within 7 calendar days of 99% Design Review Meeting
Sonoma Water comments on 99% Design Submittal		within 35 calendar days after receipt of 99% Design Submittal
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 7 calendar days after receipt of Sonoma Water comments on 99% Design Submittal
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

PERSONNEL	
Title	Hourly Rates not Subject to Prevailing Wage
Principal in Charge	\$246
Project Manager	\$214
QA/QC Manager	\$210
Design Engineer	\$189
Engineer I	\$134
Engineer II	\$154
Engineer III	\$174
Engineering Assistant	\$82
Junior Engineer	\$70
Project Assistant	\$82
Administrative Assistant	\$70
PREVAILING WAGES	
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.	
EXPENSES	
Item	Cost
Subconsultant: Bennett Trenchless	at cost plus 10%, not to exceed \$82,500
Subconsultant: Cornerstone Structural Engineering Group	at cost plus 10%, not to exceed \$92,400
Subconsultant: Bay Area Geotechnical Group	at cost plus 10%, not to exceed \$35,310
Subconsultant: Subtronic Corporation	at cost plus 10%, not to exceed \$2,200

Subconsultant: JDH Corrosion Consultants	at cost plus 10%, not to exceed \$4,400
Mileage for personal car	current IRS rate
Postage	at cost plus 10%
Overnight mail	at cost plus 10%
Deliveries	at cost plus 10%
Printing	at cost plus 10%

Exhibit D

Estimated Budget for Scope of Work

Task	Rate (\$/hr)	BKF ENGINEERS					SUBCONSULTANTS					Reimbursables	Total BKF Hours	Total Fee
		PIC	Project Manager	QA/QC Manager	Design Engineer	Engineer I	Bennett Trenchless	Cornerstone Structural	BAGG Geotechnical	Subtronic Utility Locating	JDH Corrosion			
1 PROJECT MANAGEMENT														
1.1 General Project Management		8	24										32	\$7,104
1.2 Meetings and Coordination with Agency Staff (6 meetings)			36		24		\$3,600	\$8,000				\$4,000	60	\$29,400
Subtotal - Task 1		8	60	0	24	0	\$3,600	\$8,000	\$0	\$0	\$0	\$4,000	92	\$36,504
2 PLANNING AND PRELIMINARY INVESTIGATIONS														
2.1 Data Collection and Review			8		16								24	\$4,736
2.2 Geotechnical Investigation			2		4		\$1,200		\$32,100				6	\$37,814
2.3 Utility Locating			2		4	8				\$2,000			14	\$4,458
2.4 Design Report			16		16	8	\$22,800	\$10,000			\$4,000		40	\$47,780
2.5 Quality Control (QC) Review				2									2	\$420
Subtotal - Task 2		0	28	2	40	16	\$23,800	\$10,000	\$32,100	\$2,000	\$4,000	\$0	86	\$95,206
3 30% DESIGN														
3.1 Design Notebook			4		2								6	\$1,234
3.2 Preliminary Sketches & Drawings			4		16	24		\$10,000					44	\$18,066
3.3 Technical Specification List			2										2	\$428
3.4 Preliminary Quantities & Cost Estimate			4		8								12	\$2,368
3.5 Construction Schedule			2										2	\$428
3.6 Quality Control (QC) Review				2									2	\$420
Subtotal - Task 3		0	16	2	26	24	\$0	\$10,000	\$0	\$0	\$0	\$0	68	\$22,974
4 60% DESIGN														
4.1 65% Plans			16		24	40		\$20,000					80	\$36,320
4.2 65% Technical Specifications			20		8		\$16,500	\$10,000					28	\$34,042
4.3 65% Construction Quantities and Cost Estimates			4		8								12	\$2,368
4.4 Quality Control (QC) Review				8									8	\$1,680
4.5 Constructability Review				8									8	\$1,680
Subtotal - Task 4		0	40	16	40	40	\$16,500	\$30,000	\$0	\$0	\$0	\$0	136	\$75,990
5 90% DESIGN														
5.1 90% Plans			8		16	32		\$5,000					56	\$14,524
5.2 90% Technical Specifications			12		8		\$10,500	\$4,000					20	\$20,030
5.3 90% Construction Quantities and Cost Estimates			4		4								8	\$1,612
5.4 Quality Control (QC) Review				8									8	\$1,680
Subtotal - Task 5		0	24	8	28	32	\$10,500	\$9,000	\$0	\$0	\$0	\$0	92	\$37,846
6 99% DESIGN														
6.1 99% PS&E			16		8	24	\$8,000	\$5,000					48	\$22,452
6.2 Quality Control (QC) Review				4									4	\$840
6.3 Final PS&E			4		4	4						\$2,000	12	\$4,348
Subtotal - Task 6		0	20	4	12	28	\$8,000	\$5,000	\$0	\$0	\$0	\$2,000	64	\$27,640
7 ASSISTANCE DURING BIDDING & CONSTRUCTION														
7.1 Assistance During Bidding			20		16								36	\$7,304
7.2 Assistance During Construction			20		16	16	\$12,600	\$12,000					52	\$36,508
Subtotal - Task 7		0	40	0	32	16	\$12,600	\$12,000	\$0	\$0	\$0	\$0	88	\$43,812
8 ADDITIONAL SERVICES														
8.1 Additional Services													0	\$25,000
Subtotal - Task 8		0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0	0	\$25,000
Totals														
Total Hours (Task 1-7)		8	228	32	202	156							626	
Total Dollars (\$) (Task 1-7)		\$1,968	\$48,792	\$6,720	\$38,178	\$20,904	\$75,000	\$84,000	\$32,100	\$2,000	\$4,000	\$6,000		\$339,972
Total Dollars (\$) (Task 1-8)														\$364,972

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. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, 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. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 Aggregate. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- 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. 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.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- d. Coverage 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.
- e. Sonoma County Water Agency, its officers, agents, and employees, shall be additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the work.
- f. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.

1.6. 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.

1.7. Documentation

- a. The Certificate of Insurance must include the following reference: TW 18/19-122.
- 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, 1.4, or 1.5 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.

1.8. Policy Obligations

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

1.9. 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.