

DRAFT First Amended Agreement for Engineering and Design Services for Warm Springs Dam Hydropower Retrofit 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 Integrated Engineers & Contractors Corporation, 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 Article 5 (Term of Agreement).

RECITALS

- A. Consultant represents that it is a duly qualified and licensed engineering firm, experienced in analysis, engineering, design and construction services for hydroelectric facilities and related services.
- B. Sonoma Water's Warm Springs Dam hydroelectric facility has been in operation since 1989 (see map in Exhibit F). Sonoma Water conducted a detailed condition assessment of the hydroelectric facility from 2016 to 2017. Under a separate agreement with Sonoma Water, NLine Engineering prepared a condition assessment that recommends that some of the outdated electrical, mechanical, instrumentation, and control systems be upgraded.
- C. Sonoma Water desires to employ the services of Consultant to improve the operational efficiency of the existing system, increase the useful service life, and potentially allow for the power generated to be sold to another entity.
- D. Sonoma Water and Consultant first entered into this Agreement on July 23, 2018.
- E. At the 60% design stage, Sonoma Water requested design modifications to address code compliance requirements.
- F. This First Amended Agreement adds scope for the design change, \$ 264,853 to the Agreement cost for a new total of \$ 909,337, and two years to the term.
- G. In addition, this First Amended Agreement changes occurrences of "Water Agency" to "Sonoma Water."
- H. Concurrent Resolution No. 04-0547, dated June 8, 2004, authorizes Sonoma Water'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.
- I. 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: Services Not Included in Agreement
- d. Exhibit D: Schedule of Costs
- e. Exhibit E: Estimated Budget for Scope of Work
- f. Exhibit F: Map
- g. Exhibit G: 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. Services not included in the scope of work are described in Exhibit C (Services Not Included in Agreement).

3.2. *Cooperation with Sonoma Water:* Consultant shall cooperate with Sonoma Water in the performance of all work hereunder. Consultant shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water

Project Manager: Hannah Salafia
Phone: 707-524-6435
Email: Hannah.Salafia@scwa.ca.gov
404 Aviation Boulevard
Santa Rosa, CA 95403-9019

Consultant

Contact: Blake Heinlein
Phone: 916-383-6000
Email: bheinlein@iec-corporation.com
8795 Folsom Boulevard, Suite 205
Sacramento, CA 95826

Remit invoices to:

Accounts Payable
Same address as above or
Email: ap_agreements@scwa.ca.gov

Remit payments to:

Same address as above
Attn: Accounting Department

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>
Principal Mechanical Engineer II / Project Manager II	Blake Heinlein, P.E.
Principal Mechanical Engineer II / Project Manager II	Chan Lam, P.E.
Principal Electrical Engineer I / Project Manager I	Aaron Leach, P.E.
Principal Controls Engineer II	Al d'Heurle, P.E.

- 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:*
 - a. Total costs under this Agreement shall not exceed \$ 909,337.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:
 - a. Consultant shall be paid on a time and materials basis in accordance with Exhibit D (Schedule of Costs) for hourly rates and expenses.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the performed during that 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 T0428C019
 - 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
- 4.4. *Cost Tracking:* Consultant has provided an estimated breakdown of costs, included in Exhibit E (Estimated Budget for Scope of Work). Exhibit E 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 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

- 5.1. The term of this Agreement shall be from July 23, 2018 ("Effective Date") to December 31, 2021, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article and of the first extension option.

6. TERMINATION

- 6.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma Water's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all 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.

- 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, but only in proportion to and to the extent such actions, claims, damages, liabilities, disabilities, or expenses are caused by or result from the negligence, recklessness, or willful misconduct of Consultant, its agents, employees, contractors, subcontractors, or invitees. 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. CONSEQUENTIAL DAMAGES

- 8.1. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Sonoma Water nor Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

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 G (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. 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 Water's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

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://webstandards.sonoma-county.org>.
- 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 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.
- 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 6 (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.

- 13.11. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to technical information and materials pertaining to Sonoma Water's hydroelectric facility at Warm Springs Dam, including but not limited to information regarding Sonoma Water's SCADA network, make and model of network equipment, security information, and network software ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to Consultant, Consultant and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Consultant shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which Consultant is required to respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to Sonoma Water. Consultant's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 13.10, Consultant 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 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.
- 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 above:
 - a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant. Sonoma Water's Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the agreement exceeds \$25,000. In connection with such approval, Consultant shall provide Sonoma Water with copies of the responses to Consultant's Request for Proposals (RFP) to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant's reasons for choosing the recommended subconsultant based upon the criteria in the RFP.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7, (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 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 0. 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 paragraph 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 the 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.

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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 17/18-001A

By: _____
Sonoma Water 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

**Integrated Engineers & Contractors
Corporation, a California Corporation**

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
September 10, 2019

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. COMMENCEMENT OF WORK

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

2. 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 has carefully examined the Project site and has satisfied itself of local and any special conditions affecting this Scope of Work. 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. PROJECT DESCRIPTION

- 3.1. Red-line Drawings Before Design Work: Walk down and red-line existing drawings and documents showing the as-built plant condition up to the point of new installation before starting design work. Outline other relevant documentation and program configuration files that need to be collected before starting design work.
- 3.2. Regulatory Services: Provide support to Sonoma Water to evaluate the transition from PWRPA to a different tariff. Review and advise on the power purchase agreement (PPA) terms and conditions. Support other associated tasks necessary to secure the PPA. Consultant has budgeted two one-day meetings to discuss the project modifications.
- 3.3. Federal Energy Regulatory Commission (FERC) Qualifying Facility Certification: Support Sonoma Water in prepare and filing the FERC Qualifying Facility (QF) forms to qualify for the PPA.
- 3.4. Generator Switchgear: Develop design to replace the existing generator switchgear with new front entry switchgear. This will include, but is not limited to a switchgear dripguard structure, fused disconnect switch assembly, draw out generator circuit breaker (52G), potential transformers (PTs), current transformers (CTs), and surge arrestors.

- 3.5. Control Cable & Conduit Replacement
- 3.6. Plant/Unit Instrumentation
 - a. Low Flow Gate Controls
 - b. Turbine-Generator RTDs
 - c. Wicket Gate Hydraulic Upgrade
 - d. Turbine-Generator Speed Sensor
 - e. Differential Pressure Transmitters
 - f. Governor Emergency Shutdown Valve (655D)
 - g. Sump Pump Level Monitoring
 - h. HPU Motor Control Panel
- 3.7. Misc Unit Protection Instrumentation
- 3.8. Main Control Board (MCB): Modification of the MCB controls and relays. The following relays and devices in the MCB that will be replaced includes, but is not limited to:
 - a. 51-V: Replace Existing Electromechanical Relay.
 - b. WHM: Watt-Hour-Meter.
 - c. GE FANUC PLC System and Human Machine Interface (HMI).
 - d. Replace Excitation Controller and Voltage Regulator and related components:
 - i. 90/MOC: Basler MOC2-102 Motor Operated Control Potentiometer.
 - ii. 90/EL: Basler Minimum Maximum Limiter.
 - iii. 90/UFOV: Basler Under Frequency / Over Voltage Protection.
 - iv. SR8A: Voltage Regulator.
 - v. 90 A-M: Voltage Control.
 - vi. SCP 250-G-60: Basler VAR/PF Control.
 - vii. 65 MAN POT: Manual Potentiometer – Associated with Governor.
 - e. Excitation and Synchronization Functionality will include but is not limited to:
 - i. The new exciter and Automatic Voltage Regulator (AVR) will be Basler DECS-250 – Digital Excitation Control System or approved equal. This will provide protection and control functionality of the turbine-generator.
 - ii. Sync Check Relay.
 - iii. AVR and speed control for auto-synchronizing.
 - iv. Maintain manual synchronizing capability.
 - v. Provide VAR, PF, & load control.
 - vi. Incorporate relay communication between control system and microprocessor relays.
 - f. Relays and Wiring in MCB
 - i. SEL 311C Line Protection

- ii. SEL 700 G Generator Protection
 - iii. BE1-25A Sync Relay
 - iv. BE1-59N Ground Fault Detection
 - v. SEL 387 (Qty 2) Transformer Protection
 - vi. SEL 501 (Qty 1) Station Service Protection
 - vii. SEL 3505 (Qty 1) RTAC
- g. MCB Door Panels, Switches, Misc Internals, and Power Meters
- h. Replacement of the following equipment in the MCB and powerhouse is not required:
 - i. SEL-587 – Transformer Protection.
 - ii. SEL-351 – Line Protection.
 - iii. SEL-300G – Generator Protection.
 - iv. 86E, 86N, 86T – Lockout Relays.
 - v. Emergency Stop.
 - vi. 1TSV – Control switch for Turbine Shutoff Valve.
 - vii. 152L – Control switch for 152L switchyard breaker.
 - viii. 52G – Control switch for generator breaker.
 - ix. ICS – Control switch.
 - x. 43CS – Selector switch for Remote/Auto/Manual operation of turbine.
 - xi. 125VDC battery system and panelboard.
- 3.9. Relay Settings: Provide new protection settings to coordinate with the utility line protection settings and provide optimized NFPA 70E (National Fire Protection Association - Standard for Electrical Safety in the Workplace) compliance.
- 3.10. Power Monitoring System: Provide new Power Monitoring equipment that can communicate on Ethernet/IP.
- 3.11. Remove and replace GE Genius power block with new power monitoring equipment that can communicate on Ethernet/IP. Direct integration with new Schweitzer equipment required.
- 3.12. Remove and replace Modbus TCP and Serial network with Ethernet/IP network, retaining legacy Modbus RTU communications capability.
- 3.13. Communications: Provide new remote transmitting ability that is compatible with Ethernet/IP network.
- 3.14. Generator Step Up (GSU)Transformer Equipment: Prepare procurement specification for the following GSU equipment:
 - a. GSU Transformer High Side Bushing (Bushing H2).
 - b. GSU Surge Arrestors

- c. GSU Surge Counters
 - d. Wood Pole Insulator and Conductors
- 3.15. PLC Turbine Controls: The following PLC design and commissioning work will be provided:
- a. Design:
 - i. Visit site to inspect existing system and red-line existing drawings. Download existing GE Fanuc PLC programming.
 - ii. Equipment bill of materials, sole sourcing Allen-Bradley per Sonoma Water direction.
 - iii. Develop Input/output (I/O) lists and perform loop test to verify functionality.
 - iv. Wiring schematics.
 - v. PLC panel layout drawings for panel fabricator.
 - vi. Ladder logic diagrams.
 - vii. Description of System Operation describing control functionality.
 - viii. PLC programming code (document program with plain language annotation). Port the functionality of the GE PLC (written in Ladder Logic) to Rockwell RSLogix 5000 (Studio 5000 Logix Designer Full Edition, version TBD) utilizing Function Block Diagram (FBD) and Ladder Logic, whichever is most appropriate. Other languages not permitted unless approved by Sonoma Water. Add-on Instructions are permitted as long as they are in FBD or ladder, and are open for viewing and editing. User Defined Data Types are permitted. All programming elements (Tasks, functions, rungs, blocks, tags, etc.) are to be fully documented with descriptions and/or purpose statements.
 - ix. Remove and replace GE PLCs and rack extensions with an Allen Bradley 1756 ControlLogix PLC (1756-L8XE). All terminal blocks should be replaced with Allen Bradley 1492-IFM IO card specific terminals.
 - x. Coordinate PLC design with unit electrical protection relays and plant SCADA.
 - xi. After construction provide inspection and verification that the equipment is properly installed.
 - b. Commissioning & Startup:
 - i. Startup and Commissioning Procedure
 - ii. Upload the PLC programming code.
 - iii. Provide a test plan for the PLC system.
 - iv. Provide on-site testing, commissioning, troubleshooting, tuning of the system for site conditions and operations.
 - v. Document system commissioning results and record final status in PLC system documentation.

- vi. Document as-built conditions on drawings.
- vii. Protection Relay Program Development
- viii. Engineering Field Support During Startup
- c. PLC Work by Others:
 - i. Equipment and material supply, panel fabrication, and installation.
- 3.16. SCADA Development Support: Provide balance of plant interface wiring to local plant SCADA terminal and data tags. Design to Sonoma Water's SCADA design standard. Sonoma Water will provide equipment to construction contractor for installation. Sonoma Water will provide software licenses and programming of new SCADA system. Assist in developing SCADA tag lists, control functionality, HMI display screen, and data that should be logged for troubleshooting purposes. New SCADA shall provide following functionality: turbine start/stop, turbine status monitoring, turbine alarms, and low flow gate monitoring.
- 3.17. Port the functionality of the existing GE Cimplicity HMI terminal into one new Wonderware Archestra (System Platform) PC based interface, utilizing Wonderware Situational Awareness library and principles of High Performance HMI, using gray-scale for normal conditions, colors for conditions that need attention, and minimal animations. Current best programming practices utilizing the full capabilities of Wonderware's object oriented programming shall be followed. Intouch and tag based controls are not permitted.
- 3.18. Revenue Metering: Provide design modifications to existing revenue metering equipment for compliance with PPA and CAISO requirements.
- 3.19. Switchyard Clearance Evaluation: Review and recommend changes to the electrical clearances between equipment, fencing and areas around and below exposed conductors at the above ground switchyard to meet current National Electrical Code (NEC) requirements.
- 3.20. Switchyard Modifications: Specify and design replacement for the following switchyard equipment.
 - a. Relocated switchyard fencing.
 - b. Extending ground grid to new fencing location.
 - c. GSU
- 3.21. Low Flow Gate Controls: Modification of "Low Flow Gate" control system to allow Sonoma Water and United States Army Corps of Engineers (USACE) to operate the gate and receive position feedback at the operator control screen.
- 3.22. Arc Flash Hazard Analysis: Prepare an Arc Flash Hazard Analysis and provide labeling for the powerhouse and switchyard electrical equipment to follow NFPA 70E. Sonoma Water staff will install the labels on the equipment.

- 3.23. Generator Shaft Thrust Bearing Ring Notch Repair: Prepare specifications and proposed work plan to re-machine the thrust collar grove and thrust collar to original specifications. Work with manufacturers to determine repair methodology.
- 3.24. Turbine Runner Labyrinth Shaft Seal Refurbishment: Prepare specifications and proposed work plan to re-machine labyrinth seal.
- 3.25. Wicket Gate Keyless Bushing Evaluation: Provide an engineering opinion on convert the existing wicket gate “hydraulic” keyless bushings and to “mechanical” keyless bushings. Discuss with supplier and contractors to determine the capital cost, O&M cost, benefits, and disadvantages. Preparing specification and designs will require a separate proposal.
- 3.26. Generator Water-Mist Fire Protection System (Replaces CO2 Fire Protection System): Prepare EPC solicitation specifications for the Construction Contractor to implement. Design and engineering will be provided by a specialty fire protection contractor selected by the Contractor.

4. TASKS

- 4.1. Task 1: Cost Estimates
 - a. Prepare a Construction Cost Estimate broken down by bid item, and revise as required herein. Provide estimated quantities for unit priced items.
- 4.2. Task 2: 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, The Army Corps of Engineers, The California Department of Water Resources’ Division of Safety of Dams, Federal Energy Regulatory Commission, Pacific Gas & Electric, California Independent System Operator (CAISO), and the County of Sonoma.
 - iii. Identify key utility locations and identify utility conflicts, if any.
 - iv. Identify potential conflicts and risk areas with the scope of work.
 - v. Site Investigations (up to 2 days, 3 engineers).
 - vi. Review existing drawings. Determine missing drawings.
 - vii. Red-line existing drawings during site investigations.
 - b. Design Report:
 - i. Prepare a design report for the Project (Design Report) that analyzes the existing condition assessment and possible design solutions that would

address the issues brought up in the condition assessment, including but not limited to:

- a) Title page with name of Project, name of preparer, preparer's company name and address, and date
- b) Table of Contents
- c) Executive Summary
- 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 to be performed, including methodology, a detailed description of the inspections performed, existing condition assessment report and other related literature that was reviewed, documents, products, and records reviewed, and individuals and agencies contacted
- f) Construction cost estimate itemized by bid item, as described in paragraph 4.1
- 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) Other information to support the recommendations
- ii. Submit draft of Design Report to Sonoma Water for review and approval.
- iii. Attend Design Report Review Meeting at Sonoma Water office and prepare meeting minutes.
- iv. Incorporate Sonoma Water comments on draft Design Report into final Design Report.
- c. Design Package:
 - i. Prepare Project design, as recommended in Sonoma Water-approved Design Report.
 - ii. Prepare a detailed construction cost estimate for the Project as described in paragraph 4.1.
 - iii. Construction Schedule: Prepare a construction schedule showing the anticipated timeframe for completing construction of major units. Use a simple Gantt chart approach for each task and indicate the anticipated critical path of construction.
- d. Additional Requirements:
 - i. Identify requirements, if any, which Sonoma Water may not have identified.
 - ii. Incorporate known applicable requirements into Project.

- e. 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 Meeting: Discuss existing condition assessments, Project scope, design, and schedule
 - b) 60% Design Submittal: This submittal shall include the following items:
 - Project design criteria
 - Major equipment sizing calculations
 - Construction costs estimate
 - Single line drawing
 - Three line drawings
 - Wiring schematics / ladder diagrams with comments
 - Layout drawings of new equipment
 - MCB panelboard layouts
 - Bill of materials for major equipment
 - PLC and SCADA descriptions (I/O lists, specifications, logic descriptions)
 - Major equipment specifications
 - c) 90% Design Submittal: This submittal will revise all items in the 60% Design Submittal and add the following items. This submittal will be a complete package of all the project design deliverables.
 - Relay settings
 - Termination drawings
 - Cable and conduit schedules
 - Loop diagram
 - Construction specifications
 - d) 99% Design Submittal: This submittal will revise all of the 90% design submittals to include the Sonoma Water's comments.
 - e) Final Design Submittal: Submit complete set of final drawings and specifications and cost estimate. Drawings shall be stamped and signed by Professional Engineers.
 - f. 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.

4.3. Task 3: 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 (where applicable)
 - v. Construction details
 - vi. Electrical drawings
 - vii. 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
 - ii. Graphic scale
 - iii. North arrow
 - iv. Grid ticks on 400-foot centers with at least two ticks labeled with coordinates
 - v. Key map
 - vi. Elevations of and labels for existing features and structures.
- 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'. Obtain prior Sonoma Water approval before preparing plan and profile drawings in any other scale.
- e. Prepare finished contract drawings and maps on a durable, dimensionally stable vellum 22" x 34" gross size. A 1½" blank margin shall be left on edges of the sheets. No hand-drawn media is allowed.
 - i. Finished contract drawings shall also be supplied in native AutoCAD format as specified in 4.3.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). Any movement or rotation (i.e., Dview, twist), for any purpose, such as alignment or northing adjustment to page is to be handled in the paper or layout space view. 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. Sonoma Water existing non-editable data shall be in an “Xref” file. “Xrefed” drawing files shall have filenames with an “X-9999” prefix, where the “X” clearly identifies the file as an “Xref” support file and the “9999” is an Sonoma Water-provided project file number (for example: X-9999-Extopo.dwg would represent an “Xref” file for project “9999” that is existing, non-editable, topography).
- v. 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
- vi. Prepare construction detail drawings in the same manner as described in this paragraph 4.3.e 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.
- vii. 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, E1, 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 and 0.010-inch (0.25 mm) pen diameter 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.
- k. If requested by Sonoma Water, provide conformed drawings. Sonoma Water’s standard will be provided by Sonoma Water’s Project Manager.

- I. Provide post-construction record drawings. Sonoma Water's standard will be provided by Sonoma Water's Project Manager.
- 4.4. Task 4: Specifications Preparation
 - a. Assist Sonoma Water's Project Manager in completing Sonoma Water's Project Manual Initiation Questionnaire, which is a document Sonoma Water uses to inform the preparation of the front end of the Project Manual.
 - i. Single-Source Justification Memo: Assist Sonoma Water to develop justification memos for any proposed single-source of 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.
 - ii. 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.
 - iii. In coordination with Sonoma Water's Project Manager, reconcile redundancies and conflicts with Sonoma Water-prepared Division 0 and Division 1 requirements.
 - b. Prepare Divisions 2 through 16 (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 templates, and the 1995 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).
- 4.5. Task 5: Installation, Operation, and Maintenance Manual(s) Modifications
 - a. Prepare Installation, Operation, and Maintenance (IO&M) Manual(s) for the new project equipment. At a minimum, include the following:
 - i. Recommended operational and maintenance procedures.
 - ii. Incorporate operational changes made during testing startup and commissioning.
 - iii. Modifying the existing IO&M Manuals and Instruction Manuals is not required.
- 4.6. Task 6: Assistance During Bidding and Construction
 - a. For bidding:
 - i. Answer questions submitted by Sonoma Water ("questions") during bid advertisement period. (up to 10 questions)
 - 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 (up to 5 addenda), correct, or change the technical specifications or drawings in accordance with the following:
 - a) Paragraphs 4.3 and 4.4.
 - b) Sonoma Water-provided drafting standards and standard form for addenda
 - vi. If Consultant chooses to prepare addenda drawings manually, revise electronic files, and resubmit to Sonoma Water.
- 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 at site, three engineers, one day.
 - iii. Assist Sonoma Water by answering request(s) for information (RFIs), as requested by Sonoma Water (up to 30 RFIs).
 - iv. Prepare Startup and Test Procedure for new relay protection.
 - v. Support Sonoma Water with development and review PLC, SCADA, and generator controls startup and test procedure.
 - vi. Assist in the testing, startup, and commissioning of the new systems as requested by Sonoma Water.
 - vii. Arc Flash Hazard Analysis: Prepare an Arc Flash Hazard Analysis and provide labeling for the powerhouse and switchyard electrical equipment to follow NFPA 70E.
 - viii. 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) 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.
 - c) Upon completion of review, return the submittals with any written narratives to Sonoma Water.

- ix. Upon request from Sonoma Water, provide construction site visits. (up to 6 site visits with two engineers). Write summary memo of each spot inspection requested and provide to Sonoma Water two working days after date of site visit.
- x. Review and comment on proposed change order(s) (up to 5 change orders). Provide comments to Sonoma Water in writing within two 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.
- xi. Upon request from Sonoma Water, assist Sonoma Water with final inspection. (up to one-day final inspection with four engineers).
- xii. Train Owners personnel on operation, processes, and controls of equipment. Provide proposed training schedule and lesson plan outline for each training session.

4.7. 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, one electronic copy compatible with Microsoft® Word 2013 (emailed or via electronic file transfer) and three hard copies of each final deliverable to Sonoma Water, unless noted otherwise.
 - ii. Provide half-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 (Schedule and Submittals). Include CTB or STB plot configuration file with electronic submittal to ensure correct and intended image quality when plotting from file.
 - iii. 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 and Installation, Operation, and Maintenance Manual(s) modifications (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 and Record 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. Provide AutoCAD drawings in native DWG format.
 - iii. 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").
- 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 non-compensable time extensions.

5. **ASSUMPTIONS**

- a. Sonoma Water will provide current record drawings to Consultant approximately one week before site investigation visit.
- b. Sonoma Water will provide AutoCAD standard and sheet border template prior to starting the 60% design package. Sonoma Water and Consultant will hold a conference call with Sonoma Water designers to discuss AutoCAD and drafting requirements before starting drawings. AutoCAD requirements will be documented. Changes to AutoCAD requirement during project will require a revised cost estimate if drafting rework is required.
- c. Sonoma Water will provide required remote monitoring and control functionality requirements for the SCADA, PLC, and relay systems.
- d. After reviewing the existing drawings, it does not appear that there are any electromechanical relays located in the above ground switchyard. All the line protection relays are modern SEL micro-processor based relays. Replacement of these relays is not recommended or budgeted.
- e. Sonoma Water will provide contractor's record red-line field changes during construction to Consultant at the end of construction. All changes will be marked on one red-line drawing set.

Exhibit B

Schedule and Submittals

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
Notice to Proceed with Design	-	immediately upon execution of this Agreement
Preliminary Design	<ul style="list-style-type: none"> • Switchyard Clearance Evaluation • Construction Cost Estimate 	35 calendar days after Notice to Proceed with Design
Draft Design Report	<ul style="list-style-type: none"> • Draft Design Report 	45 calendar days after Notice to Proceed with Design
Kick-off Meeting Submittal	<ul style="list-style-type: none"> • Kick-off meeting agenda 	7 calendar days prior to Kick-off meeting
Kick-off Meeting	<ul style="list-style-type: none"> • 6 hard copies of meeting agenda 	55 calendar days following Notice to Proceed with Design
Kick-off Meeting Minutes	<ul style="list-style-type: none"> • meeting minutes 	within 7 calendar days of Kick-off Meeting
Sonoma Water comments on draft Design Report, if any	-	within 7 calendar days after Kick-off Meeting
Resubmittal of Design Report	<ul style="list-style-type: none"> • Revised Design Report 	within 14 calendar days of receipt of Sonoma Water comments
Final Design Report	<ul style="list-style-type: none"> • Final Design Report 	within 7 calendar days of Sonoma Water's approval of Design Report
60% Design Submittal	<ul style="list-style-type: none"> • Half-size hard copy drawings and technical specifications • Technical memorandum summarizing design parameters • Construction schedule • Construction Cost Estimate • 60% design review meeting agenda 	80 calendar days after Final Design Report submittal
60% Design Review Meeting	<ul style="list-style-type: none"> • 6 hard copies of meeting agenda • 4 hard copies of half-size drawings and technical specifications 	within 14 calendar days after 60% Design Submittal
60% Design Review Meeting Minutes	<ul style="list-style-type: none"> • meeting minutes 	within 7 calendar days of 60% Design Review Meeting

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
90% Design Submittal	<ul style="list-style-type: none"> • Half-size drawings • Technical specifications (in PDF and Microsoft® Word) • Bid item descriptions • Technical memorandum summarizing design parameters • Construction Cost Estimate • 90% design review meeting agenda 	50 calendar days after 60% Design Review Meeting
90% Design Review Meeting	<ul style="list-style-type: none"> • 6 hard copies of meeting agenda • 4 hard copies of half-size drawings and technical specifications 	within 7 calendar days after 90% Design Submittal
90% Design Review Meeting Minutes	<ul style="list-style-type: none"> • meeting minutes 	within 7 calendar days of 90% Design Review Meeting
99% Design Submittal	<ul style="list-style-type: none"> • Half-size drawings • Technical specifications (in PDF and Microsoft® Word) • Bid item descriptions • Technical memorandum summarizing design parameters • Construction Cost Estimate • 99% design review meeting agenda 	within 14 calendar days after 90% Design Review Meeting
99% Design Review Meeting	<ul style="list-style-type: none"> • 6 hard copies of meeting agenda • 4 hard copies of half-size drawings and technical specifications 	within 30 calendar days after 99% Design Submittal
99% Design Review Meeting Minutes	<ul style="list-style-type: none"> • meeting minutes 	within 7 calendar days of 99% 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 drawing files with supporting files, plus full and half-size PDFs • Complete set of revised and final technical specifications (in PDF and Microsoft® Word) • Stamped and signed Section 00007 (Seals Page) • Construction Cost Estimate 	within 14 calendar days after 99% Design Review Meeting
Draft Addenda submittals, if applicable	<ul style="list-style-type: none"> • as appropriate 	At least 10 calendar days prior to Project bid opening

MILESTONE	DOCUMENTS TO BE SUBMITTED	CALENDAR DAYS
Final Addenda submittals, if applicable	<ul style="list-style-type: none"> as appropriate, submit original drawing(s) 	At least 9 calendar days prior to Project bid opening
Draft IO&M Manual(s) Modifications	<ul style="list-style-type: none"> Draft IO&M Manual(s) modifications 	14 calendar days prior to system start-up
Final IO&M Manual(s) Modifications	<ul style="list-style-type: none"> Final IO&M Manual modifications (in PDF and Microsoft® Word) 	14 calendar days after to system start-up
Arc Flash Hazard Analysis	<ul style="list-style-type: none"> Arc Flash Hazard Analysis Report including but not limited to: <ul style="list-style-type: none"> Short-Circuit Analysis Overcurrent Device Coordination Analysis Arc Flash Incident Energy and Protection Boundary Arc Flash Labels 	14 calendar days prior to system start-up
Record Drawings	<ul style="list-style-type: none"> Complete set of revised original drawings Full-size PDFs 	30 calendar days after Project Final Completion

Exhibit C

Services Not Included in Agreement

1. SERVICES NOT INCLUDED IN AGREEMENT

1.1 Consultant shall not be responsible for the following:

- a. California Environmental Quality Act (CEQA):
 - i. Preparation of appropriate environmental documents under the requirements of CEQA.
 - ii. Environmental Planning, Reports
- b. Design:
 - i. Overall Project Management for Sonoma Water.
 - ii. Design survey.
 - iii. Coordination of utility relocations.
 - iv. Preparing designs for scope of work not identified in Exhibit A.
 - v. Redrawing existing drawings into AutoCAD format.
 - vi. Storm Water Pollution Prevention Plant (SWPPP) design and monitoring.
 - vii. Spill Prevention Control & Countermeasures Plan (SPCC).
 - viii. Preparing wicket gate keyless bushing technical specifications and work plan for required modifications.
 - ix. Modifications to mechanical portions of the exciter mounted on the generator.
 - x. Modifications to generator.
 - xi. Replacement of MV cables.
 - xii. Modification to the GSU transformer or connecting cables or buswork.
 - xiii. Uploading and programming relay settings.
 - xiv. Documentation of existing GE FANUC PLC system. Recreating wiring drawings and logic drawings.
 - xv. Design and programming of the new Sonoma Water-wide and local SCADA system.
 - xvi. Turbine runner redesign.
 - xvii. Verification and validation of inlet and outlet flows around the turbine.
 - xviii. Geotechnical Investigation.
 - xix. Structural design modification to powerhouse.
 - xx. Civil design modification to powerhouse or surrounding area.
 - xxi. Relay programming and testing.

- xxii. Modifying the existing O&M manuals.
- xxiii. Modification of wet well differential protection relay protection system. USACE will provide design direction to Consultant to modify controls and logic associated with dam safety, USACE equipment, and USACE operations. Consultant is not responsible for designing or reviewing USACE operations and safety protection systems associated with the USACE facility.
- c. Right-of-Way:
 - i. Right-of-way appraisals, negotiations, prepare property descriptions, acquisition of required right-of-way, and providing access.
 - ii. Development of parcel and right-of-way drawings.
- d. Project Manual:
 - i. Except as provided for in Paragraph 4.4 (Task 4: Specifications Preparation) of Exhibit A:
 - d) Preparation of Bidding, Procurement, Contracting, and General Requirements for the Project Manual
 - e) Compilation of final Project Manual (Bidding Documents)
 - f) Review and editing of Sonoma Water Terms and Conditions (Divisions 0 and 1). Only descriptions of scope of work, schedule, and bid items will be reviewed in these specification Divisions.
 - g) Drawings printed full size and mailed to Sonoma Water for the 60%, 90%, 99% design submittals.
 - h) Creation of missing physical layout drawings.
 - i) Development of Sonoma Water Terms and Conditions.
- e. Construction Staking.
- f. Construction Management:
 - i. Administration of the construction contract
 - ii. Construction inspection and special inspection services
 - iii. Factory acceptance testing and witnessing.
 - iv. Reviewing Construction Contractor invoices.
- g. Hazardous Materials identification, investigation, or remediation
- h. Other:
 - i. Tuning and testing of turbine-generator controls.
 - ii. Utility Certified Relay Testing.
 - iii. Turbine runner scanning.
 - iv. Testing and commissioning of existing and new equipment.
 - v. Craft Labor (e.g. electricians, construction, testing technicians).
 - vi. Materials and labor for construction and repair work.
 - vii. Coordination and management of PG&E design review, protection settings review, site commissioning/inspection.

- viii. Attending commissioning meetings at site during construction and startup, other than what is currently budgeted in Consultant inspection scope of work.
- ix. Red-lining drawings during construction.
- x. Preparing As-Built drawings in AutoCAD format.
- xi. Permit fees.

Exhibit D

Schedule of Costs

PERSONNEL	
Title	Rates (per hour)
Project Manager II/Principal Engineer II	\$185
Project Manager I/Principal Engineer I	\$160
Principal Controls Engineer II	\$250
Senior Engineer II	\$145
Senior Engineer I	\$125
Associate Engineer II	\$110
Associate Engineer I	\$95
Project Professional	\$95
Designer I/Drafter	\$85
Project Assistant	\$75
EXPENSES	
Item	Cost
Direct Expenses (non-equipment), including: meals, lodging, car rental, air fare, parking, cab fare (lodging and air fare as necessary and requested by Sonoma Water's Project Manager)	At cost
Per diem (will be used in place of direct expenses above if the GSA per diem is less)	At the Federal published per diem rates (GSA) for Santa Rosa, CA
Mileage	Current IRS rate
Travel time to and from client sites	At hourly rates shown above

Exhibit E
Estimated Budget for Scope of Work

Preliminary Design	\$63,210
Red Line Drawings	\$10,180
SCWA requirements	\$8,480
Outside Agency & Regulatory Services	\$19,120
PG&E Meeting	\$6,900
FERC Qualifying Facility Certification	\$8,280
Switchyard Clearance Evaluation	\$1,330
Construction Cost Estimate	\$8,920
 Draft Design	 \$29,462
Draft Design Report Submittal	\$18,576
Kickoff Meeting	\$7,180
Draft Design Report Resubmittal	\$3,706
 Final Design	 \$2,952
Final Design Report	\$2,952
 60% Design Plans (Amend. 1)	
Construction Schedule	\$4,340
Kickoff Meeting	\$14,220
Construction Cost Estimate Update	\$3,940
Design Submittal	\$ -
Generator Switchgear Replacement	\$12,712
MCB Modifications	\$43,520
GSU Transformer Bushing Specifications	\$1,890
PLC Design	\$56,980
Low Flow Gate Control Position Indication	\$12,384
Wicket Gate Keyless Bushing Evaluation	\$7,400
SCADA Development	\$27,584
Generator Shaft thrust Bearing Ring Notch Repair	\$9,620
Turbine Runner Labyrinth Shaft Seal Refurbishment	\$9,620
Wicket Gate Keyless Bushing Replacement	\$ -
Design Review Meeting	\$7,340
<i>Electrical Single Line Creation (Amend. 1)</i>	\$3,467
<i>MCB Door Panels, Switches, Misc Internals, Power</i>	
<i>Meters (Amend. 1)</i>	\$10,400
<i>Remote I/O Device (Amend. 1)</i>	\$6,933

<i>Relays and Wiring in MCB (Amend. 1)</i>	\$69,333
<i>Switchgear Drip Guard Structure (Amend. 1)</i>	\$5,547
<i>Control Cable and Conduit Replacement (Amend. 1)</i>	\$13,867
<i>Plant/Unit Instrumentation (Amend. 1)</i>	\$52,000
<i>Generator Water-Mist Fire Protection System (Amend. 1)</i>	\$13,867
<i>Switchyard Relocate Fencing (Amend. 1)</i>	\$3,467
<i>Extending Ground Grid to Fencing (Amend. 1)</i>	\$6,933
<i>GSU - Surge Arrestors (Amend. 1)</i>	\$1,387
<i>GSU - Surge Counters (Amend. 1)</i>	\$693
<i>Wood Pole Insulator and Reconductor to GSU (Amend. 1)</i>	\$693
90% Design Plans	\$73,630
Construction Cost estimate	\$1,970
90% design Submittal	\$55,820
Relay Settings	\$8,500
Design Review Meeting	\$7,340
99% Design Plans	\$30,750
Construction Cost Estimate	\$1,970
99% Design Submittal	\$21,440
Design Review Meeting	\$7,340
Final Design Plans	\$16,664
Construction Cost Estimate Update	\$1,970
Final Design Submittal	\$14,694
O&M Manual	\$4,960
O&M Manual Modifications	\$ -
Installation Manual Modifications	\$ -
Create new O&M Manual	\$4,960
Assistance During Bidding & Construction (Amend. 1)	\$287,573
Respond to bidding RFI's	\$6,692
Prepare Addenda for Solicitation	\$5,748
Attend Pre-Construction Conference	\$7,920
Prepare Startup and Testing Plan for Relay Protection	\$15,110
<i>Protection Relay Program Development (Amend. 1)</i>	\$13,867
<i>Startup and Commissioning Procedure (Amend. 1)</i>	\$20,800
PLC Testing, Startup, Commissioning	\$49,098
Respond to Construction RFI's	\$11,728
Review Contractor Submittals	\$26,200

Construction Spot Inspections & Memos		\$31,980
Review Change Orders		\$6,460
Final Inspection		\$11,240
Arc Flash Hazard Analysis		\$17,360
Prepare As-Built Drawings	\$ -	
Support Startup and Testing		\$11,600
<i>Engineering Field Support During Testing (Amend. 1)</i>		<i>\$41,600</i>
Hands-on Training of Owner's Staff		\$10,170
Total		\$909,337

Exhibit F

Map

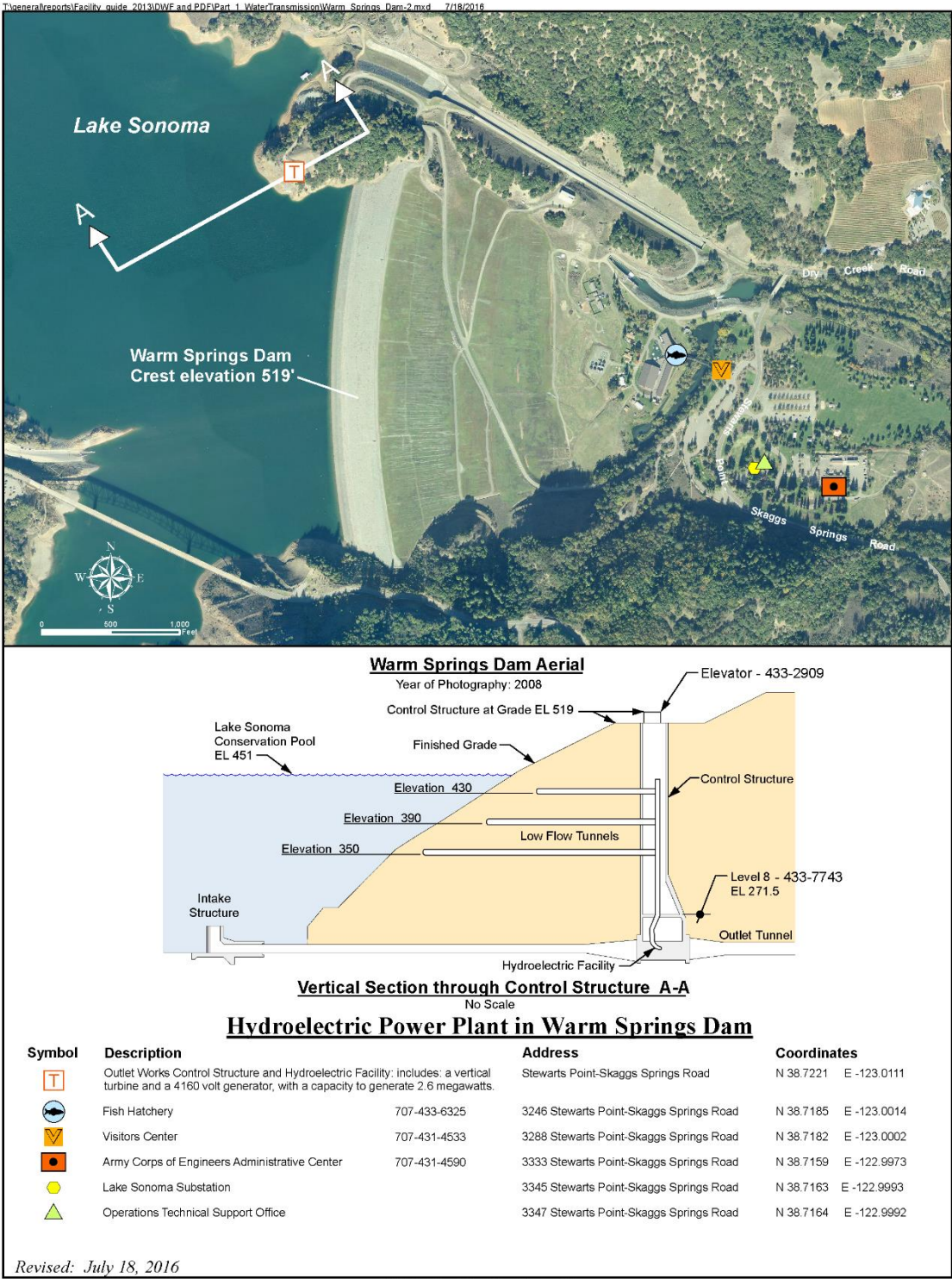


Exhibit G

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 the Sonoma Water.

- d. Sonoma County Water Agency, the Army Corp of Engineers, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in 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 the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement

insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. Required Evidence of Insurance: Certificate of Insurance.

1.5. Standards for Insurance Companies

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

1.6. Documentation

a. The Certificate of Insurance must include the following reference: TW 17/18-001A.

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.