

DRAFT Agreement for Asset Management Program Phase 2: Pilot Project

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **Carollo Engineers, Inc.**, a Delaware corporation ("Consultant"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 6.1.

RECITALS

- A. Consultant certifies that it is a Delaware corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified and licensed engineering firm, experienced in asset management for wastewater and water resource-related organizations and related services.
- B. Sonoma Water has multiple systems for managing and maintaining asset information. The majority of these systems are not electronically connected resulting in duplicate entries and information in multiple systems leading to incongruences.
- C. Sonoma Water plans to move from data silos to interconnected business systems in order to accomplish reliability-centered maintenance, business system interconnectedness, and improve asset management enterprise-wide.
- D. Sonoma Water seeks to: reduce labor required for asset maintenance, record keeping, researching asset history information, benchmarking, and reporting key performance indicators; ensure more comprehensive fiscal decision making and regulatory compliance; provide justification for rate increases to the public; and support pertinent enterprise asset management functions.
- E. Sonoma Water has established an Asset Management Program (AMP) beginning with an AMP implementation plan (Phase 1), followed by a pilot project (Phase 2), and then execution of asset management business practices enterprise-wide (Phase 3). Phase 1 of the project includes establishing the principles and practices to be implemented for managing Sonoma Water's infrastructure and facilities in order to optimize the life-cycle costs of the assets.
- F. Under this Agreement, Consultant will develop Phase 2 of the AMP, which includes applying the asset management practices and principles defined during Phase 1 to complete a pilot condition assessment for a subset of Sonoma Water assets including the water production facility at Mirabel and one wastewater treatment facility (Pilot Project). In addition, Pilot Project includes further development of business system integration (BSI) practices and computer maintenance management system (CMMS) upgrades.

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 and are incorporated herein.

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 of Costs
- c. Exhibit C: Estimated Budget for Scope of Work
- d. Exhibit D: Insurance Requirements

3. SCOPE OF SERVICES

3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 10 (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 with Sonoma Water's Project Manager. Contact information and mailing addresses:

Sonoma Water	Consultant
Project Manager: Kevin Booker 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-1865 Email: kevin.booker@scwa.ca.gov	Contact: Tracy Warriner 2795 Mitchell Drive Walnut Creek, CA 94598 Phone: 925-932-1710 Email: twarriner@carollo.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	PO Box 30835 Salt Lake City, UT 84130-0835

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, including all state and local orders and guidance related to COVID-19 as may be amended from time to time, it being understood that acceptance of Consultant's work by

Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

3.5. *Sonoma Water-Provided Information and Services:* Sonoma Water shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and rely upon all such information and services provided by Sonoma Water or others in performing Consultant's services under this Agreement.

3.6. *Estimates and Projections:* Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over the incoming water quality and/or quantity, or over the way Sonoma Water's plant(s) and/or associated processes are operated and/or maintained. Data projections and estimates are based on Consultant's opinion based on experience and judgment. Consultant cannot and does not guarantee that actual costs and/or quantities realized will not vary from the data projections and estimates prepared by

Consultant and Consultant will not be liable to and/or indemnify Sonoma Water and/or any third party related to any inconsistencies between Consultant's data projections and estimates and actual costs and/or quantities realized by Sonoma Water and/or any third party in the future.

4. SAFETY

- 4.1. *Site Safety Officer.* Prior to commencement of work, Consultant shall designate a Site Safety Officer (SSO) and alternate SSO for this work and shall provide the names, telephone and/or cellular/pager numbers of both SSOs to Project Manager. Both SSOs shall be employees of Consultant.
- 4.2. *Safety Orders.* All work shall be performed in accordance with the California Code of Regulations (CCR) Title 8, Division 1, Chapter 4 - Industrial Safety Orders and all other applicable laws to ensure the safety of the public and those performing the work.
- 4.3. *Safety Plan and Program.*
 - a. *Scope:* Consultant shall furnish a copy of an Injury and Illness Prevention Program (IIPP), a Site-Specific Safety and Health Plan (SSHP), and a Confined Space Program for this work. Consultant shall also provide copies of applicable Material Safety Data Sheets and information regarding the SSO as described below. Plans, programs, and other information described herein shall be furnished to Sonoma Water's Project Manager prior to commencement of work.
 - b. *Injury and Illness Prevention Program:* Consultant's IIPP shall conform with the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, §3203), and the California Labor Code (§6401.7).
 - c. *Site-Specific Safety and Health Plan and Monitoring:* The SSHP shall describe health and safety procedures to be implemented during all phases of work in order to ensure safety of the public and those performing the work. The SSHP shall be modeled after the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, section 5192, Item (b)(4).
 - d. *Confined Space Program:* The work site contains permit- and non-permit-confined spaces. Sonoma Water will provide Consultant with any available information regarding existing permit space hazards, entry operations, and safety information relating to work in the existing permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, §5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, Consultant shall verbally notify Sonoma Water of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.

5. **PAYMENT**

- 5.1. *Total Costs:* Total costs under this Agreement shall not exceed \$492,360.
 - a. Total costs for Tasks 1-6 shall not exceed \$383,594
 - b. Total costs for Optional Task 7, if requested in writing by Sonoma Water, shall not exceed \$108,760
 - c. No more than \$443,124 will be paid until the draft report is submitted.
- 5.2. *Method of Payment:* 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.
- 5.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
 - a. Consultant name
 - b. Name of Agreement
 - c. Sonoma Water's Project-Activity Codes X0258D030 and T0503C018
 - d. Task performed with an itemized description of services rendered by date
 - e. Summary of work performed by subconsultants, as described in Paragraph 16.4
 - 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
- 5.4. *Monthly Reports with Invoices:* Payment of invoices is subject to receipt of the monthly reports required under Task 1 of Exhibit A.
- 5.5. *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 5.2 above.
- 5.6. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 5.7. *Taxes Withheld by Sonoma Water:*
 - a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this

Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

- b. If Consultant does not qualify, as described in Paragraph 5.7.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 5.7.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.

6. TERM OF AGREEMENT AND COMMENCEMENT OF WORK

6.1. *Term of Agreement:*

- a. This Agreement shall expire on April 30, 2022, unless terminated earlier in accordance with the provisions of Article 7 (Termination).
- b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article and of the first extension option.

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

7. TERMINATION

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

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

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

giving Consultant written notice of such termination, stating the reason for termination.

- 7.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 13.9 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 7.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 7.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

8. INDEMNIFICATION

- 8.1. Consultant agrees to accept responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to 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. . In no event shall the cost to defend charged to Consultant exceed Consultant's proportionate percentage of fault.

- 8.2. Consultant shall not be responsible for warranties, guarantees, fitness for a particular purpose, breach of fiduciary duty, loss of anticipated profits or for economic, incidental or consequential damages to Sonoma Water or any third party arising out of breach of contract, termination, or for professional negligence. Additionally, Consultant shall not be responsible for acts and decisions of third parties, including governmental agencies, other than Consultant's subconsultants, that impact project completion and/or success.

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 D (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 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.

12. CONTENT ONLINE ACCESSIBILITY

- 12.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

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

discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

13. REPRESENTATIONS OF CONSULTANT

- 13.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 7 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 13.2. *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.
- 13.3. *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.
- 13.4. *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.
- 13.5. *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.

- 13.6. *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.
- 13.7. *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.
- 13.8. *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.
- 13.9. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant

to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

14. PREVAILING WAGES

- 14.1. *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.
- 14.2. *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.
- 14.3. *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.

- 14.4. *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.

15. DEMAND FOR ASSURANCE

- 15.1. 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 15 limits Sonoma Water's right to terminate this Agreement pursuant to Article 7 (Termination).

16. ASSIGNMENT AND DELEGATION

- 16.1. *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.
- 16.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement. Approved subconsultants are as follows:

<i>Name</i>	<i>Type of Services</i>	<i>Prevailing Wages Apply? Y/N</i>
V&A Consulting Engineers	Specialty inspection	Y

- 16.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 16.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 16.3. The

following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 16.2:

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

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

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 8 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.
- 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 20/21-051

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: 1/21/21 JES

Sonoma County Water Agency

Carollo Engineers, Inc., a Delaware
corporation

By: _____
Grant Davis
General Manager
Authorized per Boards of Directors
Action on April 6, 2021.

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

DIR Registration #: 1000007174

Exhibit A

Scope of Work

1. TASKS

1.1. Task 1: Project Management

- a. Project monitoring and reporting
 - i. Prepare monthly reports. Submit one copy to Sonoma Water in accordance with the date listed for this deliverable in Section 2 below.
 - ii. Include the following in each monthly report:
 - a) A detailed list of work performed.
 - b) Dates and subject of meetings conducted.
 - c) Items scheduled to be completed the following month.
 - d) Percent complete of each task.
 - e) Adjustments required to manage the schedule or budget.
 - f) Out of scope items that require approval from Sonoma Water.
 - g) Other information as appropriate or as requested by Sonoma Water.
 - iii. Prepare informational newsletters for distribution at Sonoma Water offices. Newsletters shall include, but not be limited to, Pilot Project progress updates. Submit the newsletters to Sonoma Water in accordance with Section 2 below.
- b. Project management plan (PMP)
 - i. Prepare an updated PMP to incorporate changes to Phase 1 PMP associated with this Phase 2 scope. The PMP shall include updates to the following information:
 - a) Scope
 - b) Budget
 - c) Schedule: Tasks, meetings, milestones, delivery dates, review times
 - d) Regular meetings and milestones
 - e) Team structure: Identify key stakeholders and staff associated with each task
 - f) Team member contact information
 - g) Quality Management and Quality Control procedures, including technical reviewer assignments
 - h) Action Item and Decision Logs
 - ii. Submit the updated PMP to Sonoma Water in accordance with Section 2 below.
- c. Meeting and workshop documentation
 - i. Prior to each meeting or workshop described in Tasks 1.1-1.5, discuss by conference call with Sonoma Water the agenda, participants, and logistics for each meeting or workshop. Meetings and workshops are to be conducted online. Prepare meeting and workshop agendas and submit to Sonoma Water in accordance with Section 2 below.

- ii. Summaries: Prepare summaries of each meeting and workshop and submit to Sonoma Water in accordance with Section 2 below.
- 1.2. Task 2: Condition Assessment
 - a. Kick-off meeting and data review.
 - i. Develop and conduct a kick-off meeting with Sonoma Water to discuss the condition assessment scope, expectations, and schedule.
 - ii. Submit the meeting agenda and meeting summary to Sonoma Water in accordance with Section 2 below.
 - iii. Review information provided by Sonoma Water to prepare for condition assessment. Sonoma Water will provide record drawings, work order data, other data pertinent to the assessment, and an existing list of assets related to the assets selected for Pilot Project and related information.
 - iv. Review the initial draft asset register provided by Sonoma Water.
 - b. Update asset register
 - i. Use available data and documents provided, supplemented with input from Sonoma Water, to populate missing assets and, where possible, the following key attributes: unique ID, asset name, installation date, available nameplate information (size, quantity, length, and volume or capacity), and asset class (or asset type). Gather this information from work order system data, record drawings, preliminary design reports, and other information provided by Sonoma Water.
 - ii. Include attribute fields necessary for linking the assets to Sonoma Water's GIS and Maximo databases, as appropriate.
 - iii. Prior to the on-site condition assessment, develop an updated, electronic asset register for the on-site condition assessment using the asset register template developed as part of AMP Phase 1 as the basis for information collection.
 - iv. Submit the updated asset register to Sonoma Water in accordance with Section 2 below.
 - c. On-site visual field condition assessment
 - i. Conduct an on-site visual field condition assessment at Mirabel with Sonoma Water by applying the asset management framework to the assets selected for Pilot Project. Assessment includes up to three days on-site, one day for the discipline engineers, and up to two days for the inspection of the caissons at Mirabel. Condition assessment include, but are not limited to, the following tasks:
 - a) Gather data and take pictures to document the asset condition.
 - b) Compare attribute information discernable in the field against the data provided in the asset register received from Sonoma Water.
 - c) Note code and safety violations and concerns and record findings.
 - d) Assign condition scores to each asset included in the assessment.

- e) With Sonoma Water present during the on-site assessment, obtain input for scoring performance related questions and other information.
 - f) Conduct a visual inspection of accessible asset physical condition along with corrosion thickness testing of assets to be specified during the site visits.
 - g) Assess equipment coating and corrosion of exposed metals and piping. Provide a condition score to each asset based on the protocol established in the Sonoma Water AMIP developed in Phase 1.
 - ii. Document condition assessment results and submit in accordance with the date listed for this deliverable in Section 2 below.
 - d. Risk assessment protocol
 - i. Conduct a risk analysis for prioritizing Sonoma Water resources for capital and operational needs. The risk analysis includes the following:
 - a) Probability and consequence of an asset failing along with applicable mitigation measures.
 - b) Probability of failure scoring protocol, incorporating available repair history, preventive maintenance information, and runtime data.
 - ii. Upon completion of the on-site assessment, combine the scores for probability of failure and consequence of failure into a single risk score for each asset.
 - iii. Assign the assets to risk categories to facilitate prioritizing recommended capital and maintenance needs. Apply the asset management framework model developed in AMP Phase 1 for the risk assessment.
 - iv. Document the risk assessment results and prioritize asset maintenance and repair needs. Submit documented risk assessment results in accordance with the date listed for this deliverable in Section 2 below.
- 1.3. Task 3: Business System Integration (BSI) Pilot Projects
- a. Develop the following pilot plans:
 - i. Cloud database
 - ii. Data analytics and visualization
 - iii. Infrastructure
 - iv. AMP plan
 - v. Contents: Description of tasks for the Pilot Project. Modifications to the plans for developing the Pilot Project based on input from Sonoma Water during the pilot workshops described in 1.3 and d below. Incorporate workshop minutes into the Pilot Project.
 - vi. Submit Plans to Sonoma Water in accordance with Section 2 below.
 - b. Cloud database pilot development workshop.

- i. Develop and conduct one half-day workshop on proposed cloud database concept for Sonoma Water.
 - ii. Submit the workshop agenda and workshop summary to Sonoma Water in accordance with Section 2 below.
- c. Cloud data warehouse
 - i. Develop a Cloud database, using Consultant's licenses (in either Microsoft Azure or Amazon Web Services), that comprises the data warehouse for this pilot project and that incorporates the results of the Cloud database pilot development workshop described in 1.3.
 - ii. Collect limited data from Sonoma Water and load into the data warehouse without creating "live" connections to Sonoma Water's applications (CMMS, SCADA, GIS).
- d. Data analytics and visualization pilot development workshop
 - i. Develop and conduct one half-day workshop on proposed data analytics and visualization pilot for Sonoma Water that includes but is not limited to:
 - a) Demonstration of dashboard software including analytics and visualization capabilities (Power BI, Tableau).
 - b) Prioritize graphical dashboard and analytic requirements for representing key AMP information included in the pilot.
 - ii. Submit the workshop agenda and workshop summary to Sonoma Water for review in accordance with Section 2 below.
- e. Data analytics and visualization dashboards
 - i. Develop up to five dashboards that directly access the data stored in the cloud data warehouse that incorporates the results of the data analytics and visualization pilot development workshop. Develop these dashboards in either Power BI, Tableau or similar non-proprietary dashboard and analytics application.
 - a) Contents: Analytics that will transform the data in the database into dynamic information using analytics, graphs, tables, maps, and other features available in the dashboarding software.
 - b) Submit dashboards to Sonoma Water in accordance with Section 2 below.
- f. BSI vision and strategic plan
 - i. Contents: Develop vision and strategic plan for further BSI within Sonoma Water. Include the approach for building upon the information and knowledge gained from the two pilot projects and laying out the direction for future BSI programs that may be conducting during Phase 3 of Sonoma Water's asset management program implementation.
 - ii. Submit BSI vision and strategic plan to Sonoma Water in accordance with Section 2 below.

- g. Meetings
 - i. Conduct up to four two-hour meetings via video call with Sonoma Water to gain input on what elements will be included in the pilots and in the BSI strategic plan as follows:
 - a) Details about how each software system that was documented in Phase 1 (e.g. GIS, SCADA, CMMS, FIS, etc.) and how these systems will be integrated into the pilot projects, as well as how these applications will be further integrated in the future based on the strategic plan.
 - b) How BSI and CMMS tasks developed in Phase 1 will be updated and expanded.
 - ii. For each meeting, submit the meeting agenda and meeting summary to Sonoma Water in accordance with Section 2 below.
 - h. Business system integration (BSI) pilot technical memorandum (TM)
 - i. Contents: Description of the results of the pilot and workshops including implementation recommendations for Phase 3.
 - ii. Submit to Sonoma Water in accordance with Section 2 below.
- 1.4. Task 4: Asset Management Plan
- a. Infrastructure improvement plan
 - i. Contents:
 - a) A list of prioritized needs identified during the condition assessment, including but not limited to:
 - i) The major issues identified in the condition assessment
 - ii) Description of areas requiring more detailed investigations
 - iii) Code and safety improvements
 - b) Aggregate the prioritized needs into Project recommendations for combining replacements, upgrades, and repairs. Include the proposed timing for the Projects along with planning-level (Class 5) Project costs.
 - ii. Submit infrastructure improvement plan in accordance with the date listed for this deliverable in Section 2 below.
 - b. Infrastructure improvement plan review workshop
 - i. Conduct a workshop with Sonoma Water to review the infrastructure improvement plan and associated asset management plan.
 - ii. Submit the workshop agenda and workshop summary to Sonoma Water in accordance with Section 2 below.
 - c. Asset management plan
 - i. Develop an asset management plan for the assets selected for Pilot Project that summarizes the results of 1.4.a and 1.4.b, above.
 - ii. Submit AMP to Sonoma Water for review in accordance with Section 2 below.

- d. Asset management plan results workshop
 - i. Develop and conduct a workshop to review the asset management plan.
 - ii. Submit the workshop agenda and workshop summary to Sonoma Water in accordance with Section 2 below.
- 1.5. Task 5: CMMS Evaluation and Selection
- a. CMMS requirements document
 - i. Contents: Compile the requirements for the CMMS established using the business process maps, functional, and technical requirements developed as part of prior tasks into the request for proposal (RFP) described in 1.5.b. Include recommendations for changes in procurement language and content for the RFP based on the specialized needs of the CMMS software and typical selection process.
 - ii. Submit requirements document to Sonoma Water in accordance with Section 2 below.
 - b. CMMS Request for Proposals (RFP)
 - i. Review and provide comments on RFP for CMMS software developed by Sonoma Water. Review for the following elements: Best meets the asset, maintenance, and work management needs for Sonoma Water facilities.
 - ii. Provide a list of recommended CMMS vendors with contact information for specific distribution of the RFP by Sonoma Water.
 - iii. Submit comments and list to Sonoma Water in accordance with Section 2 below.
 - c. CMMS RFP review meeting
 - i. Develop and conduct up to two one-hour meetings to discuss comments and revisions to the RFP.
 - ii. For each meeting, submit the meeting agenda and meeting summary to Sonoma Water in accordance with Section 2 below.
 - d. RFP response reference check
 - i. Conduct reference checks with up to eight references after Sonoma Water has received proposals in response to the RFP.
 - ii. Provide the results of the reference checks to Sonoma Water, in addition to a summary of the CMMS proposals received and their conformance with the RFP requirements.
 - iii. Conduct one two-hour meeting with Sonoma Water to present a summary of the proposals received and the results of the reference checks and assist in a short-list selection of up to three CMMS vendors to proceed with software demonstrations.
 - iv. Submit the meeting agenda and meeting summary to Sonoma Water in accordance with Section 2 below.

- e. CMMS software demonstrations and contract negotiation
 - i. Participate in demonstrations with CMMS software vendors as scheduled by Sonoma Water.
 - ii. Develop an agenda for the software vendors to follow in their demonstration and coordinate the demonstration schedule with Sonoma Water staff. Submit the agenda to Sonoma Water in accordance with Section 2 below.
 - iii. Attend the software demonstrations and provide a scoring and comparison sheet for Sonoma Water in order to fairly compare functionality and options across the CMMS software vendors. Prepare summary notes from the software demonstrations to assist in the following software selection workshop. Submit the summary notes to Sonoma Water in accordance with Section 2 below.
 - iv. Conduct a half-day software selection workshop with Sonoma Water after the last software demonstration.
 - a) Review the results and comparison of the CMMS alternatives.
 - b) Support Sonoma Water in finalizing the CMMS software selection and confirming the cost, licensing, and contract terms with the selected CMMS software vendor.
 - v. Submit the workshop agenda and workshop summary to Sonoma Water in accordance with Section 2 below.
 - vi. Assist Sonoma Water with negotiations with the CMMS software vendor, to provide the best possible pricing, scope, and contract terms.
- 1.6. Task 6: Asset Management Implementation Plan (AMIP) Update
 - a. Contents: Develop an updated AMIP using the results of Tasks 1-5 and include recommendations and an implementation schedule for Phase 3 of Sonoma Water's Asset Management Program.
 - b. Submit updated AMIP to Sonoma Water in accordance with Section 2 below.
- 1.7. Optional Task 7: Additional Services
 - a. Do not proceed with this task unless requested in writing by Sonoma Water.
 - b. Perform additional services as requested by Sonoma Water to support the work under this Agreement. The additional services will be agreed to by Consultant and Sonoma Water and described in writing by Sonoma Water.

2. DELIVERABLES

- 2.1. Review and Acceptance of Deliverables
 - a. First Draft: Prepare each deliverable in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for the subject deliverable. Sonoma Water will return the draft deliverable to Consultant with comments or approval in writing.

- b. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft deliverable and resubmit for Sonoma Water approval.
- c. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved deliverable to Sonoma Water in accordance with the date listed for the subject deliverable in Section 2 below.

2.2. Below is a list of task deliverables and due dates.

Deliverable	Due Date
Task 1: Project Management	
Monthly Progress Report	Monthly with invoices
Newsletters	Bi-monthly
Draft Project Management Plan	Within 14 calendar days of Effective Date of the Agreement.
Subsequent drafts and final Project Management Plan	Within 14 calendar days after receipt of review comments from Sonoma Water
Draft meeting and workshop agenda	Two weeks prior to date of scheduled meeting or workshop
Final meeting and workshop agenda	One day prior to date of scheduled meeting or workshop
Draft meeting and workshop summaries	Within two weeks after date of meeting or workshop
Subsequent drafts and final meeting and workshop summaries	Within 7 calendar days after receipt of review comments from Sonoma Water
Task 2: Condition Assessment	
Kick-off meeting	To be scheduled with Sonoma Water
Draft meeting agenda	Two weeks prior to date of scheduled meeting or workshop
Final meeting agenda	One day prior to date of scheduled meeting or workshop
Draft meeting summaries	Within two weeks after date of meeting or workshop
Subsequent drafts and final meeting summaries	Within 7 calendar days after receipt of review comments from Sonoma Water
Asset Register draft and final	Within 14 calendar days of kick-off meeting

Deliverable	Due Date
Condition Assessment Results	Within 21 calendar days after last on-site assessment
Risk Assessment Results	Within 31 calendar days after last on-site assessment
Task 3: Asset Management Plan	
Draft Infrastructure Improvement Plan	Within 60 calendar days after condition assessment results submission
Infrastructure Improvement Plan review workshop	To be scheduled with Sonoma Water
Draft meeting and workshop agenda	Two weeks prior to date of scheduled meeting or workshop
Final meeting and workshop agenda	One day prior to date of scheduled meeting or workshop
Draft meeting and workshop summaries	Within two weeks after date of meeting or workshop
Subsequent drafts and final meeting and workshop summaries	Within 7 calendar days after receipt of review comments from Sonoma Water
Subsequent drafts and final Infrastructure Improvement Plan	Within 14 calendar days after receipt of review comments from Sonoma Water
Draft Asset Management Plan	Within 60 calendar days after risk assessment results submission
Asset Management Plan review workshop	To be scheduled with Sonoma Water
Subsequent drafts and final Asset Management Plan	Within 14 calendar days after receipt of review comments from Sonoma Water
Draft meeting and workshop agenda	Two weeks prior to date of scheduled meeting or workshop
Final meeting and workshop agenda	One day prior to date of scheduled meeting or workshop
Draft meeting and workshop summaries	Within two weeks after date of meeting or workshop
Subsequent drafts and final meeting and workshop summaries	Within 7 calendar days after receipt of review comments from Sonoma Water
Task 4: Business System Integration (BSI) Pilot Projects	
Software information and workflow information request	Within 31 calendar days of Effective Date of the Agreement

Deliverable	Due Date
Staff interview meetings	To be scheduled with Sonoma Water
Draft workflow diagrams and summaries	Within 14 calendar days after last staff interview meeting
Existing Software Systems and Workflows Workshop	To be scheduled with Sonoma Water
Business System Integration Dashboard Workshop	To be scheduled with Sonoma Water
Draft Dashboards	Within 60 calendar days after last Task 4 workshop
Draft BSI vision and strategic plan	Three months after Effective Date of the Agreement
Final BSI vision and strategic plan	One month after receipt of review comments from Sonoma Water
Draft meeting agenda	Two weeks prior to date of scheduled meeting
Final meeting agenda	One day prior to date of scheduled meeting
Draft meeting summaries	Within two weeks after date of meeting
Subsequent draft and final meeting summaries	Within 7 calendar days after receipt of review comments from Sonoma Water
Draft BSI pilot TM	Within 60 calendar days after last Task 4 workshop
Subsequent drafts and final BSI pilot TM and Dashboards	Within 14 calendar days after receipt of review comments from Sonoma Water
Task 5: CMMS Evaluation and Selection	
Draft CMMS Requirements Document	Within 60 calendar days after submittal of Draft BSI TM
Subsequent drafts and final CMMS Requirements Document	Within 14 calendar days after receipt of review comments from Sonoma Water
Comments on draft CMMS RFP developed by Sonoma Water (with requirements and needs assessment) and vendor list	Within 60 calendar days after Task 5 workshop
Draft meeting agenda	Two weeks prior to date of scheduled meeting
Final meeting agenda	One day prior to date of scheduled meeting

Deliverable	Due Date
Draft CMMS RFP review meeting	To be scheduled with Sonoma Water
Draft meeting summaries	Within two weeks after date of meeting
Subsequent draft and final meeting summaries	Within 7 calendar days after receipt of review comments from Sonoma Water
Subsequent comments on draft CMMS RFP developed by Sonoma Water	Within 14 calendar days after receipt of review comments from Sonoma Water and after CMMS RFP review meeting
RFP response reference check meeting	TBD
Draft meeting agenda	Two weeks prior to date of scheduled meeting
Final meeting agenda	One day prior to date of scheduled meeting
Draft meeting summaries	Within two weeks after date of meeting
Subsequent draft and final meeting summaries	Within 7 calendar days after receipt of review comments from Sonoma Water
Software vendor agendas for CMMS Software Demonstrations	Two weeks prior to date of scheduled demonstrations
CMMS Software Demonstrations	To be scheduled with Sonoma Water
Software Selection Workshop	To be scheduled with Sonoma Water
Draft workshop agenda	Two weeks prior to date of scheduled workshop
Final workshop agenda	One day prior to date of scheduled workshop
Draft workshop summary	Within two weeks after date of workshop
Subsequent draft and final workshop summary	Within 7 calendar days after receipt of review comments from Sonoma Water
Task 6: Asset Management Implementation Plan (AMIP) Update	
Draft updated AMIP	Within 60 calendar days after last Task 5 workshop

Deliverable	Due Date
Subsequent drafts and final updated AMIP	Within 14 calendar days after receipt of review comments from Sonoma Water
Task 7: Additional Services	
To be determined	To be determined

- 2.1. In addition to the requirements above, if any, submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 2.2. Comply with requirements of Article 12 (Content Online Accessibility).

Exhibit B

Schedule of Costs

PERSONNEL	
Title	Hourly Rates
Senior Professional	\$318.00
Lead Project Professional	\$295.00
Project Professional	\$275.00
Professional	\$234.00
Senior Technicians	\$203.00
Assistant Professional	\$193.00
Technicians	\$149.00
Document Processing / Clerical	\$132.00
EXPENSES	
Item	Cost
Copies	at cost
Postage	at cost
Overnight mail	at cost
Meals (client)	at cost
Travel Expenses: Rental car (midsize) Rental car fuel Auto bridge tolls Hotel Airfare (coach class) * Per diem *Air travel expenses in excess of \$500 to be pre-approved by Sonoma Water.	daily rate, at cost at cost at cost At cost not to exceed \$300 per night At cost not to exceed \$500 per round trip At cost not to exceed \$90 per day, alcohol excluded
Mileage for personal car	Current IRS rate

Exhibit C

Estimated Budget for Scope of Work

Task	Description ⁽¹⁾	Team Member	Senior Professional	Lead Project Professional	Project Professional	Professional	Assistant Professional	Document Processing/ Clerical	Carollo Hours	Carollo Labor Cost	Sub Consultant s	Carollo ODCs ⁽²⁾	Total Cost
1.1	PROJECT MANAGEMENT		\$ 295	\$ 318	\$ 275	\$ 234	\$ 193	\$ 132					
1.1(a)	Project progress monitoring and reporting (incl newsletters)		48	12	0	24	12	12	108	\$ 27,482		0	\$ 27,482
1.1(b)	Project management plan (PMP)		1	0	0	2	0	1	4	\$ 886		0	\$ 886
1.1(c)	Meetings and Workshop documentation		6	6	0	6	6	0	24	\$ 6,240		0	\$ 6,240
12 months		Subtotal Task 1.1 Hours	55	18	0	32	18	13	138				
		Subtotal Task 1.1 Costs	\$ 18,226	\$ 6,724	\$ -	\$ 7,488	\$ 3,474	\$ 1,718		\$ 34,827	\$ -	\$ -	\$ 34,827
1.2	CONDITION ASSESSMENT ⁽³⁾												
1.2(a)	Kick-off meeting and data review		2	0	24	4	8	0	38	\$ 9,870		500	\$ 10,370
1.2(b)	Asset register database		2	0	8	4	40	0	64	\$ 11,448		0	\$ 11,448
1.2(c)	On-site visual field condition assessment		4	0	72	36	10	0	122	\$ 31,334	\$ 62,228	4,000	\$ 97,562
1.2(d)	Risk assessment protocol		4	0	16	8	40	4	72	\$ 16,700		0	\$ 16,700
1 days		Subtotal Task 1.2 Hours	12	0	120	62	88	4	288				
4 leads		Subtotal Task 1.2 Costs	\$ 3,640	\$ -	\$ 33,000	\$ 12,168	\$ 18,814	\$ 628		\$ 68,160	\$ 62,228	\$ 4,600	\$ 134,878
1.3	ASSET MANAGEMENT PLAN												
1.3(a)	Infrastructure improvement plan		4	0	0	12	40	8	64	\$ 12,784		0	\$ 12,784
1.3(b)	Infrastructure improvement plan workshop		4	0	0	4	8	0	16	\$ 3,880		500	\$ 4,380
1.3(c)	Asset management plan		4	0	0	12	40	4	80	\$ 12,238		0	\$ 12,238
		Subtotal Task 1.3 Hours	12	0	0	28	88	12	140				
		Subtotal Task 1.3 Costs	\$ 3,640	\$ -	\$ -	\$ 6,562	\$ 18,984	\$ 1,684		\$ 28,880	\$ -	\$ 600	\$ 29,180
1.4	BUSINESS SYSTEM INTEGRATION (BSI) PILOTS												
1.4(a)	Develop plans for BSI pilot projects and next steps for BSI		2	32	0	16	16	0	68	\$ 17,698		0	\$ 17,698
1.4(b)	Meetings (4 - 2hr each)		8	24	0	8	8	0	48	\$ 13,408		1,500	\$ 14,908
1.4(c)	Cloud database pilot workshop		2	12	0	40	8	0	62	\$ 16,310		1,500	\$ 17,810
1.4(d)	Data analytics and visualization pilot workshop		2	12	0	8	40	0	62	\$ 13,898		1,500	\$ 15,398
1.4(e)	Business system integration pilot Tech Memo		2	24	0	16	16	8	68	\$ 18,110			\$ 18,110
		Subtotal Task 1.4 Hours	18	104	0	88	88	8	304				
		Subtotal Task 1.4 Costs	\$ 4,720	\$ 33,072	\$ -	\$ 20,582	\$ 18,984	\$ 1,068		\$ 78,424	\$ -	\$ 4,600	\$ 80,824
1.5	CMMS EVALUATION AND SELECTION												
1.5(a)	Develop CMMS Requirements Tech Memo		2	24	0	40	8	4	78	\$ 19,864		0	\$ 19,864
1.5(b)	Assist with CMMS RFP and Evaluation		2	20	0	48	8	2	80	\$ 19,980		1,500	\$ 21,480
1.5(c)	Support CMMS Software Demonstrations & Contract Negotiations		4	32	0	48	8	8	100	\$ 26,188		4,000	\$ 30,188
		Subtotal Task 1.5 Hours	8	76	0	136	24	14	268				
		Subtotal Task 1.5 Costs	\$ 2,380	\$ 24,168	\$ -	\$ 31,824	\$ 4,832	\$ 1,848		\$ 64,832	\$ -	\$ 6,600	\$ 70,332
1.6	Update Asset Management Implementation Plan												
1.6(a)	Integrate results of Tasks 1.3 - 1.5 into an updated AMP		8	60	0	20	80	16	184	\$ 43,872		0	\$ 43,872
		Subtotal Task 1.6 Hours	8	60	0	20	80	16	184				
		Subtotal Task 1.6 Costs	\$ 2,380	\$ 19,080	\$ -	\$ 4,880	\$ 16,440	\$ 2,112		\$ 43,872	\$ -	\$ -	\$ 43,872
1.7	Additional Work (requires additional authorization)												\$ 84,000
		Subtotal Task 1.7 Hours	0	0	0	0	0	0	0				
		Subtotal Task 1.7 Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ 84,000
		Total Base Project Hours	111	268	120	368	398	87	1,308				
		Total Base Direct Labor Dollars	\$32,746	\$82,044	\$33,000	\$83,304	\$78,428	\$8,844		\$318,385	\$62,228	\$16,000	\$447,534
													SUBTOTAL (rounded) = \$447,500
													10% CONTINGENCY (requires additional authorization) = \$44,750
													TOTAL w/ Contingency = \$492,250

Exhibit D

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. 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 20/21-051.
- 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.

General Liability, Auto Liability & Workers' Compensation Deductibles: N/A. Professional Liability Deductible: \$25,000.

INSURED: Carollo Engineers, Inc.

PROFESSIONAL LIABILITY AND POLLUTION
INCIDENT LIABILITY INSURANCE POLICY

POLICY: AEH 288354410

EFFECTIVE: 7/4/2020

NOTICE ENDORSEMENT -
CANCELLATION OR NON-RENEWAL

We agree with you that your Policy is amended to include the following additional provisions.

1. Your Policy will not be:

Canceled by us until we provide at least:

10 days prior written notice if we cancel your Policy for Non-payment of Premiums;

30 days prior written notice if we cancel your Policy for the following reasons:

any reason other than non-payment of premiums

— Non-renewed by us until at least _____ days prior written notice is given to the person or entity named in 2 below.

2. Person or Entity:

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown above.

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Adft. Prem.	Return Prem.
BAP 9730571	7/4/2020	7/4/2021				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

- A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
- To the name and address corresponding to each person or organization shown in the Schedule below; and
 - At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
- To the name and address corresponding to each person or organization shown in the Schedule below; and
 - At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	60

All other terms and conditions of this policy remain unchanged.

Notification to Others of Cancellation, Nonrenewal or Reduction of Insurance

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 9730569	7/4/2020	7/4/2021				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

- A. If we cancel or non-renew this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this Coverage Part(s) is reduced or restricted, except for any reduction of Limits of Insurance due to payment of claims, we will mail or deliver notice of such reduction or restriction:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	60

All other terms and conditions of this policy remain unchanged.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**WC 99 06 34****NOTIFICATION TO OTHERS OF CANCELLATION, NONRENEWAL OR
REDUCTION OF INSURANCE ENDORSEMENT**

This endorsement is used to add the following to Part Six of the policy.

**PART SIX
CONDITIONS**

- A. If we cancel or non-renew this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation or non-renewal to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation or non-renewal, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.
- B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C. If coverage afforded by this policy is reduced or restricted, except for any reduction of Limits of Liability due to payment of claims, we will mail or deliver notice of such reduction or restriction to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the reduction or restriction, or the longer number of days notice if indicated in the Schedule below.
- D. If notice as described in Paragraphs A., B. or C. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
All certificate holders where notice of cancellation is required by written contract with the Named Insured	60

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective:
Insured CAROLLO ENGINEERS, INC.

Policy No. WC 9730570

Endorsement No.
Premium \$

Insurance Company Zurich American Insurance Company

POLICY NUMBER: BAP 9730571

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: American Guarantee and Liab. Ins. Co.

Endorsement Effective Date: 7/4/2020

SCHEDULE**Name Of Person(s) Or Organization(s):**

Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "Insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

POLICY NUMBER: GLO 9730569

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization, other than an architect, engineer or surveyor, whom you are required to add as an additional insured under this policy under a written contract mark or written agreement executed prior to loss.	Any Location or project, other than a wrap-up or other consolidated insurance program location or project for which insurance is otherwise separately provided to you by a wrap-up or other consolidated insurance program.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

ZURICH

Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
GLO 9730569	7/4/2020	7/4/2021				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies Insurance provided under the:

Commercial General Liability Coverage Part

- The following paragraph is added to the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

- The additional insured is a Named Insured under such other insurance; and
- You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV – Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.