



**Sonoma
Water**

TW 26/27-010

October 2, 2026

Sonoma County Water Agency Request for Statements of Qualifications

Deadline for Submission

2:00 p.m., Wednesday, October 21, 2026

RE: REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR CRANE AND HOIST INSPECTION AND CERTIFICATION SERVICES

1. INTRODUCTION

- 1.1. Sonoma County Water Agency and its affiliated sanitation districts (Sonoma Water) invite Statements of Qualifications (SOQs) from firms interested in providing crane and hoist inspection and certification services. A list of qualified firms will be developed and used over the next five years.
- 1.2. Sonoma Water does not guarantee work to any qualified firm.
- 1.3. This is not a bid process.

2. PASS/FAIL REQUIREMENTS

- 2.1. SOQs that do not meet requirements and show evidence thereof under Section 4, Minimum Qualifications, will not be evaluated under Section 9, Evaluation.

3. BACKGROUND

- 3.1. California Division of Occupational Safety and Health (Cal-OSHA) mandates hoist and crane inspection and certification. In particular, California Code of Regulations, Title 8, requires annual certification and periodic inspections for applicable cranes and derricks, as well as proof-load testing at prescribed intervals and following certain modifications or repairs, where applicable. Annual certification of cranes and derricks exceeding three tons rated capacity must be performed by a licensed certifying agency or otherwise authorized personnel in accordance with Cal/OSHA requirements.

- 3.2. Sonoma Water requires qualified services for performing annual certifications, quarterly inspections, and minor repairs on various Sonoma Water hoists and cranes. Work includes proof-load testing where required, preparing inspection reports, performing safety training, and completing inspections as required by Cal-OSHA standards.
- 3.3. Sonoma County Water Agency manages and maintains a water transmission system that provides naturally filtered Russian River water to City of Cotati, Marin Municipal Water District, North Marin Water District, City of Petaluma, City of Rohnert Park, City of Santa Rosa, City of Sonoma, Valley of the Moon Water District, and Town of Windsor. These entities in turn deliver drinking water to more than 600,000 residents in portions of Sonoma and Marin counties.
- 3.4. Sonoma County Water Agency owns, operates, and manages Geyserville Sanitation Zone, Penngrove Sanitation Zone, and Sea Ranch Sanitation Zone ("Zones").
- 3.5. Sonoma County Water Agency owns Airport/Larkfield/Wikiup Sanitation Zone. Town of Windsor operates and manages Airport/Larkfield/ Wikiup Sanitation Zone under contract with Sonoma County Water Agency. Airport/Larkfield/Wikiup Sanitation Zone is included in Zones as defined in Paragraph 3.3.
- 3.6. Sonoma County Water Agency operates and manages Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District ("Districts") under contract with Districts.
- 3.7. Sonoma Water reserves the right to amend an existing agreement or enter into subsequent agreement(s) with the firm selected, relying upon this competitive selection process, after the preliminary or initial work is completed for a project.

4. MINIMUM QUALIFICATIONS

- 4.1. Current Cal-OSHA Crane Unit-issued license/accreditation to inspect and certify cranes.
- 4.2. Firms that do not meet the minimum qualifications will not have their SOQs evaluated under Section 9, Evaluation, below.

5. PREVAILING WAGES

- 5.1. Pursuant to Labor Code sections 1720 and 1771, work performed under agreements developed from the list of qualified firms, if any, is subject to the payment of prevailing wages and will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations (DIR). Each firm submitting an SOQ must be a DIR-registered contractor pursuant to Labor Code section 1725.5 at the time the SOQ is submitted.

- 5.2. An SOQ from any firm that is not a DIR-registered contractor at the time the SOQ is submitted will be rejected for non-responsiveness. Pursuant to Labor Code section 1725.5, all subcontractors identified in a firm's SOQ who are performing work that requires payment of prevailing wages shall also be DIR-registered contractors at the time the SOQ is submitted.
- 5.3. Prevailing wage requirements from the sample agreement are attached as Attachment 1 to this Request for Statements of Qualifications (RFQ).

6. LOCAL SERVICE PROVIDER PREFERENCE

- 6.1. A 5 percent weighting will be provided in the total SOQ rating score for local firms. A Local Service Provider (local firm) is defined as a business or consultant who has a valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day-basis and holds a valid business license if required by a city within the jurisdiction of Sonoma County. A business shall affirm it qualifies as a local business on the provided Attachment 2 (Declaration of Local Business for Services).

7. LIVING WAGE

- 7.1. If selected for an agreement, the firm must comply with any and all federal, state, and local laws – including, but not limited to, the County of Sonoma Living Wage Ordinance – affecting the services provided under the contract to be awarded pursuant to this RFQ. Without limiting the generality of the foregoing, the firms submitting SOQs expressly acknowledge and agree that any agreement developed from the list of qualified firms pursuant to this RFQ 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.
- 7.2. The Living Wage Ordinance can be found at: [Living Wage Ordinance](#).

8. SUBMITTAL OF SOQS

- 8.1. A sample agreement is enclosed. Please review the entire sample agreement carefully before submitting an SOQ. If any significant omissions or ambiguities in this RFQ come to Sonoma Water's attention while under review by interested firms, Sonoma Water will make a uniform written response to all parties.
- 8.2. SOQs shall include the following:
 - a. A table of contents and page numbers.
 - b. Legal name of company, how organized (non-profit, LLC, etc.), and where company is incorporated. Not required for individuals.
 - c. Evidence of minimum qualifications (see Section 4 above).

- d. Screenshot of registration with the Department of Industrial Relations showing effective date and expiration date (see Section 5 above).
 - e. A statement of similar work previously performed, including at least three references with name of organization, contact person, and telephone number.
 - f. A statement of qualifications and a list of personnel to be assigned to the work, including a resume for each, listing education, experience, and expertise in this type of work including, but not limited to, years of experience, availability on 12-hours' notice, and discussion of familiarity with:
 - i. Northern California Bay Area.
 - ii. Working around chlorine and chlorine safety.
 - iii. Working near river banks.
 - iv. Climbing 30 feet or higher on outside ladders to access remote cranes.
 - v. Working with government entities.
 - vi. Certifying vehicle mounted cranes located at dispersed or remote facilities.
 - g. A rate schedule that lists hourly rates of personnel to be assigned to the work and expense costs.
 - h. Any proposed exceptions to the indemnification, insurance, or other standard terms of the sample agreement. Please provide specific proposed edits; reference to exceptions or negotiated terms included in prior agreements is not acceptable. Exceptions not explicitly stated in the SOQ using the exact language requested will not be considered during negotiations. Please note that proposing significant changes to standard terms may result in a lower evaluation score. If standard terms are acceptable, include the statement "No exception to standard terms."
 - i. Completed Declaration of Local Business for Services, if applicable.
- 8.3. Submit electronic copy of SOQ to Sonoma Water at Submissions@scwa.ca.gov by 2:00 p.m., Wednesday, October 21, 2026. Please reference TW 26/27-010 in the subject line of the email. A confirmation email will be generated in response to each submission to this email address. If a confirmation email is not received, please check spam and junk mail folders.
- 8.4. SOQs received after the electronic submittal deadline will not be accepted.
- 8.5. Confidentiality
- a. Upon submission, SOQs shall be treated as confidential documents until the selection process is completed. The selection process is deemed completed after the creation of a list of qualified consultants, or completion of negotiations for an agreement, but before agreement execution. Once the selection process is completed, SOQs shall be deemed public record. In the

event that a submitter desires to claim portions of its SOQ exempt from disclosure, it is incumbent upon the submitter to clearly identify those portions with the word “Confidential” printed on the top right-hand corner of each page for which such privilege is claimed and to clearly identify the information claimed confidential by highlighting, underlining, or bracketing the subject information. Examples of confidential materials include trade secrets. Each page shall be clearly marked and readily separable from the SOQ in order to facilitate public inspection of the non-confidential portion of the SOQ. Sonoma Water will consider a submitter’s request for exemptions from disclosure; however, Sonoma Water will make its decision based upon applicable laws. An assertion by a submitter that the entire SOQ, large portions of the SOQ, or a significant element of the SOQ, are exempt from disclosure will not be honored. Prices, makes and models, or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary.

- b. Sonoma Water will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the SOQs. Submitters are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Submitters are advised that Sonoma Water does not wish to receive confidential or proprietary information and those submitters are not to supply such information except when it is absolutely necessary. If any information or materials in any SOQ submitted are labeled confidential or proprietary, the SOQ shall include the following clause:
 - i. [Legal name of submitter] shall indemnify, defend and hold harmless the Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning, or in any way involving any materials or information in this SOQ that [legal name of submitter] has labeled as confidential, proprietary, or otherwise not subject to disclosure as a public record.

9. **EVALUATION**

- 9.1. SOQs that do not include all of the information requested cannot be adequately evaluated. Evaluation will be based on:
 - a. Thoroughness of SOQ.
 - b. Professional qualifications and demonstrated ability to perform the work (Submittal Items 8.2.e and 8.2.f).

- c. Exceptions to standard terms in the sample agreement (Submittal Item 8.2.h).
 - d. Local Service Provider Preference (Submittal Item 8.2.i).
- 9.2. Rates and costs requested in Submittal Item 8.2.g are not part of the qualification evaluation. Rates and costs will be considered only for purposes of selecting firms placed on the list of qualified firms.
- 9.3. Final agreement(s) will be offered to qualified firms at a later date for specific scopes of work to be determined at Sonoma Water's discretion. If a selected firm is not willing to accept Sonoma Water's offer, other qualified firms may be contacted.

10. CONTACTS

- 10.1. Please send questions about the content of this RFQ to Sonoma Water at Submissions@scwa.ca.gov. Please reference TW 26/27-010 in the subject line of the email. If Sonoma Water considers interpretations or clarifications necessary, Sonoma Water will provide a written supplement to this RFQ.

Sincerely,

David Royall
Assistant General Manager – Operations & Maintenance

Encs

c: Chris Pegg
Lacey Trinh

PREVAILING WAGE REQUIREMENTS

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.

Attachment 2

DECLARATION OF LOCAL BUSINESS FOR SERVICES



COUNTY OF SONOMA

GENERAL SERVICES PURCHASING DIVISION

2300 COUNTY CENTER DRIVE, SUITE A208
SANTA ROSA, CALIFORNIA 95403
(707) 565-2433 Fax: (707) 565-6107

DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma Local Preference Policy for Services. Sonoma County's Local Preference Policy for Services can be reviewed at <http://sonomacounty.ca.gov/General-Services/Purchasing/Doing-Business-with-the-County/Local-Preference-Policy-for-Services/>

In order to qualify for this preference, a business must meet *all* of the following criteria:

1. For businesses with a location in a city within Sonoma County, a valid business license if required by the city; and
2. A valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day basis.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as set forth in the County of Sonoma Local Preference Policy for Services.

All information submitted is subject to investigation as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will cause the rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: _____
2. Physical address of the principal place of business:

3. Business license issued by incorporated city within the County:

License Number _____ Issued by: _____

Authorized Signature: _____ Date: _____

Printed Name & Title: _____

County of Sonoma
General Services, Purchasing

Original Date 2 February 2015
Rev. No. Rev. Date

SAMPLE Agreement for Crane and Hoist Inspection and Certification Services

This agreement ("Agreement") is by and between **Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District** (collectively referred to as "Sonoma Water") and **To Be Determined** ("TBD"). 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. Sonoma County Water Agency owns, operates, and manages Geyserville Sanitation Zone, Penngrove Sanitation Zone, and Sea Ranch Sanitation Zone ("Zones").
- B. Sonoma County Water Agency owns Airport/Larkfield/Wikiup Sanitation Zone. Town of Windsor operates and manages Airport/Larkfield/Wikiup Sanitation Zone under contract with Sonoma County Water Agency. Airport/Larkfield/Wikiup Sanitation Zone is included in Zones as defined in Recital A.
- C. Sonoma County Water Agency operates and manages Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District ("Districts") under contract with District[s]. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of Districts.

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: Insurance Requirements.

3. **SCOPE OF SERVICES**

- 3.1. *TBD's Specified Services:* TBD 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:* TBD shall cooperate with Sonoma Water in the performance of all work hereunder. TBD shall coordinate the work with Sonoma Water's Project Manager. Contact information and mailing addresses: **To be determined.**
- 3.3. *Performance Standard and Standard of Care:* TBD hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of TBD's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of TBD as a material inducement to enter into this Agreement. If Sonoma Water determines that any of TBD'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 TBD to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require TBD 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. TBD 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 TBD to perform work hereunder, TBD 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. TBD shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
 - c. With respect to performance under this Agreement, TBD shall employ the following key personnel: **To be determined.**

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

4. SAFETY

- 4.1. *Site Safety Officer (SSO):* Prior to commencement of work, the Service Provider shall designate a qualified SSO and provide the individual's name and contact information (telephone and/or cellular/pager numbers) to Sonoma Water's Project Manager and Safety Program Manager.

The SSO shall:

- a. Serve as the primary on-site representative responsible for implementing and enforcing the Service Provider's Injury and Illness Prevention Program (IIPP) and all safety-related requirements of this Contract.
- b. Conduct pre-job hazard discussions with Sonoma Water's Project Manager and/or Safety Program Manager prior to the start of work.
- c. Have authority to stop work when unsafe conditions or practices are observed.
- d. Ensure that all subcontractors and vendors comply with safety requirements.
- e. Maintain daily oversight of safety practices, including toolbox/tailgate safety meetings, hazard assessments, and corrective actions.

- 4.2. *Safety Orders:*

- a. All work shall be performed in accordance with the California Code of Regulations (CCR) Title 8, Division 1, Chapter 4 – Industrial Safety Orders, Construction Safety Orders, and all other applicable state and federal laws, regulations, and codes to ensure the safety of the public, Sonoma Water personnel, and those performing the work.
- b. The Service Provider shall also comply with any additional Sonoma Water site-specific safety requirements and ensure that subcontractors and vendors adhere to the same.

- 4.3. *Safety Program Components:* The Service Provider shall establish, implement, and maintain a written Injury and Illness Prevention Program (IIPP) in accordance with CCR Title 8, Division 1, Chapter 4, Subchapter 7, §3203; the Construction Safety Orders; and California Labor Code §6401.7.

- a. At a minimum, the IIPP and supporting programs shall include:
 - i. *Program Submittals:* The Service Provider shall submit its IIPP and any site-specific safety plan (SSSP), job hazard analysis (JHA), or other required plans to Sonoma Water prior to commencement of work. Updates shall be submitted as conditions change.
 - ii. *Training & Communication:* The Service Provider shall train all employees, subcontractors, and vendors on safe work practices, site-specific hazards,

emergency procedures, and the requirements of the IIPP. Training records shall be maintained and made available upon request.

- iii. Incident Reporting: All injuries, illnesses, near misses, unsafe conditions, property damage, or regulatory citations occurring on Sonoma Water projects shall be reported to the Sonoma Water Project Manager and Safety Program Manager within twenty-four (24) hours. Copies of Cal/OSHA reports or notices shall also be provided.
- iv. Enforcement & Corrective Action: The Service Provider shall be responsible for enforcing compliance with its IIPP and correcting unsafe conditions or practices immediately. Failure to comply may result in work stoppage or removal from the project site.
- v. Regulatory Compliance: The IIPP shall include provisions to comply with all applicable Cal/OSHA requirements including, but not limited to: Hazard Communication (§5194), Confined Space (§5157/§1950), Lockout/Tagout (§3314), Fall Protection (§1670/§3210), and Heat Illness Prevention (§3395).

- 4.4. *Stop-Work Authority*: Sonoma Water, through its Project Manager, Safety Program Manager, or designated representative, reserves the right to immediately stop any work that, in its judgment, poses an imminent danger to the health or safety of personnel, the public, or the environment.
 - a. The Service Provider shall not be entitled to additional compensation or time extensions for delays caused by a stop-work order issued due to unsafe conditions created by the Service Provider, its subcontractors, or vendors.
 - b. Work may resume only when the unsafe condition has been corrected to the satisfaction of Sonoma Water.
 - c. The Service Provider shall remain fully responsible for all costs associated with corrective actions and compliance with safety requirements.

5. **PAYMENT**

- 5.1. *Total Costs*: To be determined.
- 5.2. *Method of Payment*: To be determined.
- 5.3. *Invoices*: To be determined.
- 5.4. *Timing of Payments*: Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 5.5. *Taxes Withheld by Sonoma Water*:
 - a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to TBD for

services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if TBD 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 TBD does not qualify, as described in Paragraph 5.5.a, Sonoma Water requires that a completed and signed Form 587 be provided by TBD in order for payments to be made. If TBD is qualified, as described in Paragraph 5.5.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, TBD 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, TBD has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

6. TERM OF AGREEMENT

- 6.1. *Term of Agreement:* This Agreement shall expire on **to be determined**, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

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 TBD.
- 7.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should TBD 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 TBD 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, TBD, 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 TBD or TBD's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 13.10 and shall submit to Sonoma Water an

invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 7.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, TBD 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 TBD 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 TBD 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 TBD.

8. INDEMNIFICATION

- 8.1. TBD agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, and to indemnify, hold harmless, and release Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their 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 TBD, that arise out of, pertain to, or relate to TBD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. TBD agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District based upon a claim relating to TBD's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. TBD's obligations under this Article 8 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District shall have

the right to select their legal counsel at TBD's expense, subject to TBD's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for TBD or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

9. INSURANCE

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

10. PROSECUTION OF WORK

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

11. EXTRA OR CHANGED WORK

- 11.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. The parties expressly recognize that Sonoma Water personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of TBD 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 TBD shall be entitled to no compensation whatsoever for the performance of such work. TBD 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. § 794(d)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/> and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

- 12.3. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, TBD shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. TBD agrees to cooperate with Sonoma Water 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.
- 12.4. *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 TBD. 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 TBD in writing. Upon such notice, TBD 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 TBD for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, TBD shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- 12.5. *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 Representations of TBD

13. REPRESENTATIONS OF TBD

- 13.1. *Status of TBD:* The parties intend that TBD, 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. TBD 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), TBD 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:* TBD 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. TBD also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If TBD becomes debarred, TBD has the obligation to inform Sonoma Water.
- 13.3. *Taxes:* TBD 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. TBD 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 TBD'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, TBD agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 13.4. *Records Maintenance:* TBD 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. TBD shall maintain such records for a period of four (4) years following completion of work hereunder.
- 13.5. *Conflict of Interest:* TBD 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. TBD 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, TBD 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:* TBD 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, TBD 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:* TBD shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 13.8. *AIDS Discrimination:* TBD agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
- 13.9. *Assignment of Rights:* TBD 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 work, if any, now or later prepared by TBD in connection with this Agreement. TBD 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. TBD's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the work as Sonoma Water may direct, and refraining from disclosing any versions of the work to any third party without first obtaining written permission of Sonoma Water. TBD shall not use or permit another to use the work in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 13.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by TBD or TBD'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, TBD 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. TBD may retain copies of the

above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

- 13.11. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of TBD.
- 13.12. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, TBD may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to TBD, TBD and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, TBD shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which TBD is required to respond to the request. Upon termination of this Agreement, TBD shall return Confidential Information in its possession, including copies, to Sonoma Water. TBD's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 13.10, TBD agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.
- 13.13. *Zone Liability:* The term "Zone" or "Zones" as used in this Paragraph 13.13 shall mean any applicable Sanitation Zone or Flood Protection Zone, as described in Recital A and Recital B of this Agreement. To the extent any work under this Agreement relates to Zone activities, TBD shall be paid exclusively from Zone funds. TBD agrees that TBD shall make no claim for compensation for TBD's services against other funds available to Sonoma County Water Agency and TBD expressly waives any right to be compensated from other funds available to Sonoma County Water Agency. In addition, TBD acknowledges that West's Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma County Water Agency based on causes of action arising from Zone activities may be made only from funds of that Zone or Zones.

13.14. *District Liability:* Districts are separate legal entities from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, TBD shall be paid exclusively from District funds. TBD agrees that it shall make no claim for compensation for TBD's services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

14. PREVAILING WAGES

- 14.1. *General:* TBD 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. TBD 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:* TBD shall insert in every subcontract or other arrangement which TBD 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), TBD 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. TBD 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)). TBD 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:*

- a. In addition to the above, TBD 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, TBD 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: **To be determined.**
- 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, TBD 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 TBD other than those listed in Paragraph 16.2:
- a. Prior to entering into any contract with subconsultant, TBD 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:* TBD 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. TBD 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. TBD 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.
- 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.

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

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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.

Signature page to be determined.

Exhibit A

Scope of Work

1. **TASKS**

To be determined.

- 1.1. Task 1: [Task Title]
 - a. [task description]
 - b.
 - c.

Deliverable:

Due Date:

- 1.2. Task 2: [Task Title]
 - a. [task description]
 - b.
 - c.

Deliverable:

Due Date:

- 1.3. Task 3: [Task Title]
 - a. [task description]
 - b.
 - c.

Deliverable:

Due Date:

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 deliverable in the applicable task. Sonoma Water will return the draft deliverable to TBD 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 this deliverable.
- 2.2. 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.
- 2.3. Comply with requirements of Article 12 (Content Online Accessibility).
- 2.4. Include Agreement title and TW 26/27-010 on first page or cover of each deliverable.

Exhibit B

Schedule of Costs

To be determined.

Exhibit C

Insurance Requirements

TBD shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. TBD shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by Sonoma Water. Any requirement for TBD to maintain insurance 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. Sonoma Water's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Sonoma Water's failure to identify any insurance deficiency shall not relieve TBD 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 TBD has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Sonoma Water.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement and
 - ii. Certificate of Insurance
- f. If TBD currently has no employees as defined by the Labor Code of the State of California, TBD 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 General Aggregate shall apply separately to each Project. The required limits may be

satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If TBD maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by TBD.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by Sonoma Water. TBD is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether TBD has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, 404 Aviation Boulevard, Santa Rosa, CA 95403, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the TBD in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Sonoma Water.
- i. The policy shall cover inter-insured suits between the additional insureds and TBD and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, 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 satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.

- b. Insurance shall cover all owned autos. If TBD currently owns no autos, TBD 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. 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.
- 1.5. Documentation
 - a. The Certificate of Insurance must include the following reference:
TW 26/27-010.
 - b. TBD shall submit all required Evidence of Insurance prior to the execution of this Agreement. TBD agrees to maintain current Evidence of Insurance on file with Sonoma Water as specified in Sections 1.1, 1.2, or 1.3 above for the required period of insurance.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - d. TBD shall submit Required Evidence of Insurance 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. TBD shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
 - f. Upon written request, TBD shall provide certified copies of required insurance policies within thirty (30) days.
- 1.6. Policy Obligations
 - a. TBD's indemnity and other obligations shall not be limited by the foregoing insurance requirements.
- 1.7. Material Breach
 - a. If TBD fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. Sonoma Water, at its sole option, may terminate this Agreement and obtain damages from TBD resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to TBD, Sonoma Water may deduct from sums due to TBD any premium costs advanced by Sonoma Water for such insurance.

These remedies shall be in addition to any other remedies available to Sonoma Water.