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CF/43-4.1-21 RFQ (Agree for Laboratory
Services for FIRO Water Quality Monitoring
Operations for Lake Mendocino) 18/19-038 (ID
7108)

November 27, 2018

Sonoma County Water Agency Request for Statements of Qualifications

Deadline for Submission

2:00 p.m., Wednesday, January 2, 2019

**RE: REQUEST FOR STATEMENTS OF QUALIFICATIONS FOR LABORATORY
SERVICES FOR FIRO WATER QUALITY MONITORING OPERATIONS FOR LAKE
MENDOCINO**

I. Introduction

Sonoma County Water Agency (Sonoma Water) invites Statements of Qualifications (SOQs) from firms interested in providing laboratory services for Forecast Informed Reservoir Operations (FIRO) water quality monitoring operations for Lake Mendocino (Project).

Sonoma Water does not guarantee work to any qualified firm.

This is not a bid process.

II. Funding

The Project is funded in part by a federal grant from the National Oceanic and Atmospheric Administration (NOAA) and, therefore, requires outreach to Disadvantaged Business Enterprises (DBE), pursuant to 2 CFR 200.321.

Procedural guidelines and required forms have been included with this Request for Statements of Qualifications (RFQ) as Exhibit A. If you intend to subcontract any work, these guidelines must be followed for DBE compliance, and the forms must be submitted with the SOQs. The selected firm will be required to report actual DBE participation periodically to Sonoma Water during the term of the agreement.

III. Background

Forecast Informed Reservoir Operations (FIRO) is a water management strategy that uses data from watershed monitoring programs and improved weather and hydrologic forecasting to help water managers selectively retain or release water from reservoirs in a flexible manner that more accurately reflects natural variability of meteorology and hydrology. The FIRO Steering Committee formed in 2014 and consists of representatives from USACE, Sonoma Water, Scripps, NOAA (NMFS, OAR, NWS), USGS, U.S. Bureau of Reclamation, and the California

Department of Water Resources. The FIRO Workplan was developed by the FIRO Steering Committee in September 2015 to develop a framework for evaluating whether FIRO is a viable strategy to improve water supply reliability while not reducing the existing flood protection capacity of Lake Mendocino. The proposed FIRO Water Quality project was identified as a priority in the FIRO Workplan, which provides specific enhanced monitoring recommendations, noting that these “data gaps need to be remedied in order to support a comprehensive modeling framework designed to forecast Lake Mendocino discharge water quality conditions” (FIRO Workplan, pg 14). This project is designed to address both the noted data gaps and make progress towards a comprehensive water quality model that can forecast water quality impacts from FIRO alternative scenarios.

The Russian River drains 1,485 square miles, including much of Sonoma and Mendocino Counties. Lake Mendocino is located in the northern portion of the Russian River Watershed on the East Fork of the Russian River, approximately four miles northeast of the City of Ukiah. Lake Mendocino was created by the construction of the Coyote Valley Dam Project, which was authorized by the Flood Control Act of 1950 for the purposes of flood control, water supply, irrigation, recreation, and stream flow regulation. Construction was completed by the USACE in January 1959, with Sonoma Water participating as the non-federal local sponsor. Lake Mendocino has a total current storage capacity of 116,500 acre-feet, which includes a water supply pool of between 68,400 acre-feet and 111,000 acre-feet, depending on the time of year. Lake Mendocino is a dual-use reservoir, which USACE owns and operates for flood control and Sonoma Water operates for water supply. Due to recent changes in the operations of an upstream hydroelectric facility known as the Potter Valley Project, this reservoir has suffered from water supply reliability issues since 2007. Completed by Sonoma Water in 2014, the Lake Mendocino Reliability Study found that the water supply reliability of Lake Mendocino is expected to continue to decline with the current agricultural and population growth projections for the region as well due to the potential changes to the regions hydrology expected with climate change (Lake Mendocino Reliability Study).

The Russian River is home to Central California Coast (CCC) coho salmon, Chinook salmon, and steelhead trout. The river's once vibrant coho and steelhead runs earned it a reputation as a premiere recreational fishing destination. Due to habitat loss and changes in river flow and runoff, populations dwindled. By the year 2000 coho were virtually extinct from the river and the remaining habitats are badly degraded. The coho salmon is now listed as endangered and steelhead trout and Chinook salmon are considered threatened species. Heavy demand and competing uses of the river's water adds to the stress on fish, and the water supply reliability issues described above will potentially add more stress.

It is anticipated that implementation of FIRO in Lake Mendocino would improve water management and water storage reliability, and thereby support stream flow for the Russian River's listed species while also increasing community and ecosystem resiliency to flooding and drought (FIRO Workplan).

The goal of this project is to better understand how conditions in the Russian River would respond to the implementation of FIRO in Lake Mendocino. FIRO's primary objective is to provide better water storage reliability, and current understanding of the system suggests it may also improve in-stream water quality. The improved water supply reliability in Lake Mendocino provided by FIRO will improve the reliability of cold water pool storage, reducing the temperature of water released from the reservoir.

To accomplish the goals of this project, Sonoma Water is collecting water samples to be analyzed for nutrient and other constituents that are used to assess water quality and aquatic habitat availability for salmonid species. To produce verifiable and validated data, Sonoma Water needs the analysis to be conducted by a certified water quality laboratory.

Sonoma Water must comply with various monitoring and testing requirements issued by the United States Environmental Protection Agency, the State of California Department of Health Services, the North Coast Regional Water Quality Control Board, and the San Francisco Bay Regional Water Quality Control Board.

IV. Minimum Qualifications

1. Current Environmental Laboratory Accreditation Program (ELAP) certification.
2. Located within 110 miles of Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, California 95403.
3. Provide regularly scheduled pickups and on-demand, unscheduled pickups within 2 hours, and be able to meet required analysis hold-times.
4. Available to conduct work 7 days a week.
5. Provide for direct communication access between Sonoma Water and all levels of staff involved in sample testing and results.

Firms that do not meet the minimum qualifications will not have their SOQs evaluated under Section VII, Evaluation, below.

V. Living Wage

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, firms submitting SOQs expressly acknowledge and agree that any agreement developed 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.

The link to the Living Wage Ordinance is: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

VI. Submittal of SOQs

A sample agreement is enclosed. Please review the entire sample agreement carefully before submitting an SOQ. If any significant omissions or ambiguities in this Request for Statements of Qualifications come to Sonoma Water's attention while under review by interested firms, Sonoma Water will make a uniform written response to all parties.

SOQs shall include the following:

1. A Table of Contents and page numbers.
2. Legal name of company, how organized (non-profit, LLC, etc.), and where company is incorporated. Not required for individuals.
3. Evidence of minimum qualifications (See Section IV above.)

4. Required evidence of DBE outreach. If no outreach is conducted pursuant to Section II of this RFQ, include the statement "No subcontractors or subconsultants will be used for this Project."
5. A statement of similar work previously performed, including at least three references with name of organization, contact person, and telephone number.
6. 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.
7. A list of persons or firms to whom any phase of the work may be subcontracted, including a statement of their qualifications and experience.
8. A rate schedule that lists hourly rates of personnel to be assigned to the work and expense costs.
9. Any proposed exceptions to the indemnification, insurance, or other standard terms of the sample agreement. Please make comments as specific as possible; do not reference exceptions included in prior agreements. Exceptions not explicitly stated in the SOQ 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."

Submit an electronic copy of the SOQ to Sonoma Water at Submissions@scwa.ca.gov by 2:00 p.m., Wednesday, January 2, 2019. Please reference TW 18/19-038 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.

Submit one hard copy of the SOQ within one week of electronic submittal. Mail to the attention of Central Records, Sonoma County Water Agency, or hand deliver to 404 Aviation Boulevard, Santa Rosa, California 95403-9019. Please reference TW 18/19-038 on the front of the SOQ.

In addition, submit SOQs to the County of Sonoma Purchasing Department via the Supplier Portal and in accordance with Exhibit B (Supplier Portal Registration Guide).

VII. Evaluation

SOQs that do not include all of the information requested cannot be adequately evaluated. Evaluation will be based on:

1. Thoroughness of SOQ (Submittal items 1, 2, 3, and 4).
2. Professional qualifications and demonstrated ability to perform the work (Submittal items 5, 6, and 7).
3. Exceptions to standard terms in the sample agreement (Submittal item 9).

The estimated breakdown of costs requested in Submittal item 8 is not part of the qualification evaluation. This information will only be considered for purposes of selecting amongst qualified firms after the qualification evaluation is complete.

A final agreement will be offered to the firm selected, if any. If the selected firm is not willing to accept Sonoma Water's offer, other qualified firms may be contacted.

VIII. Contacts

Please send questions about the content of this RFQ to Sonoma Water at Submissions@scwa.ca.gov. Please reference TW 18/19-038 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.

For technical issues with the County of Sonoma Supplier Portal, please contact the County of Sonoma Purchasing Department Supplier Desk at supplier-desk@sonoma-county.org.

Sincerely,

James Jasperse, P.E.
Chief Engineer/Director of Groundwater Management

Encs.

c: Mollie Asay
Julie Sykes
Lynne Rosselli
Joan Hultberg

Exhibit A

Disadvantaged Business Enterprises (DBE) Procedural Guidelines

NOTE

These procedures are required only if you intend to employ subcontractors to perform work under the agreement.

1. INTRODUCTION

Sonoma Water intends to seek reimbursement of its costs incurred in connection with this project from a federal grant award, which requires outreach to minority-owned, women-owned, and small businesses, both by Sonoma Water and any consultants, contractors, or subcontractors working on this project.

If Consultant will employ subconsultants or subcontractors for any work on the proposed project, Consultant must comply with the DBE procedures herein prior to submitting a proposal. If Consultant will not use subs, this Exhibit does not apply.

There is no percentage goal or obligation to hire DBE firms. What is required is outreach (for example, advertising) to make DBE firms aware of the opportunity.

The goal of this document is to notify Consultant of compliance measures required under federal regulations. However, this document shall not operate to relieve Consultant of its duty to become fully informed regarding applicable state and federal regulations.

Reporting of outreach efforts for federal funding requirements shall be done on the forms included in this document.

In this document and on related forms, the acronym DBE is described as follows:

DBE Disadvantaged Business Enterprise:

For the purposes of this Agreement, a DBE means a business enterprise that is owned and controlled by one or more socially and economically disadvantaged persons as defined by the Small Business Administration, Environmental Protection Agency, or US Department of Transportation.

The following acronyms are sometimes used in this document and on related forms to describe federal agencies that provide resources that should be used to conduct outreach efforts described in Section 2 (Outreach Requirements):

1. Small Business Administration (SBA)
2. Minority Business Development Agency (MBDA)

To qualify as a DBE, a business must be certified by the U.S. EPA, U.S. Small Business Association, U.S. Department of Transportation, or by another state, local, tribal, or private entity whose certification criteria match those maintained by these federal agencies.

2. OUTREACH REQUIREMENTS

A. "GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract DBEs. The process to attract DBEs is referred to as the "Good Faith" effort. This effort requires the recipient, Consultant and any subcontractors to take the steps listed below to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a Consultant fails to take the steps outlined below, this shall cause the proposal to be rejected as non-responsive and/or be deemed a material breach of the contract.

| |
|---|
| STEP 1: Include qualified DBE enterprises on solicitation lists. |
| Consultant shall ensure DBE enterprises are made aware of contracting opportunities to the fullest extent possible through outreach and recruitment activities. For example, publish notices in trade papers or newspapers and advertise on the websites of the following agencies: SBA and MBDA. Additional online resources are listed in Paragraph 7, below. |
| STEP 2: Assure that DBE enterprises are solicited whenever they are potential sources. |
| Solicitation should be as broad as possible and should occur throughout the life of the Project whenever procuring supplies, construction, or services. (See Step 5, below, for solicitation-related requirements.) |
| STEP 3: Divide the total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBE enterprises. |
| Consider in the scope of work whether portions of the work could be feasibly procured with DBE enterprises. This will include dividing total requirements into smaller tasks or quantities to permit maximum participation by DBEs. |
| STEP 4: Establish delivery schedules, where the requirements of the work permit, which will encourage participation by DBE enterprises. |
| Make information on opportunities available to DBE enterprises well in advance, arrange time frames for contracts and establish delivery schedules in a way that encourages and facilitates participation by DBEs. |
| STEP 5: In soliciting qualified firms, use the services of the U.S. Small Business Administration (SBA) and the Minority Business Development Agency (MBDA). |
| These agencies offer several services that are provided at no cost, including Internet access to databases of DBE enterprises and the ability to post an advertisement seeking qualified DBE firms. Consultant must provide evidence (documentation) to Sonoma Water that the services of SBA and MBDA were used. See Table 1 below for website addresses. |

TABLE 1. ACCESSING RESOURCES AND PRODUCING DOCUMENTATION

| B. Resources |
|--|
| <p>1. Small Business Administration (SBA)</p> <p>A. Consultant can search and advertise for DBE services and supplies at the SBA website. Documentation, including negative reports should be provided to show proof of outreach.</p> <ul style="list-style-type: none"> ➤ To perform searches for DBE firms, go to: <ul style="list-style-type: none"> ✓ http://web.sba.gov/pro-net/search/dsp_dsbs.cfm ➤ To document searches Consultant can: <p>Print Adobe PDF copy of search results from the website, showing website address, description of work, search criteria, and date of search. Use reasonably broad search criteria for geographic boundaries and work descriptions to maximize the probability of generating a list of qualified DBEs. Consultant should try to make an effort to seek DBE firms working in the same geographic area in which Consultant seeks subcontractors/services for a given solicitation.</p> ➤ To post opportunities for DBE firms (registration required) go to: <ul style="list-style-type: none"> ✓ http://web.sba.gov/subnet ➤ To document postings: <ul style="list-style-type: none"> ✓ Print Adobe PDF copy of posting from the website, showing website address and date of post. <p>B. Consultant should make an effort to send each entity on the list of qualified DBEs from the search results above a solicitation. Documentation, including negative reports should be provided:</p> <ul style="list-style-type: none"> • Evidence that qualified DBEs from the search results were solicited should be provided. Evidence may be in the form of emails, faxes, letters, or phone logs. |
| <p>2. U.S. Department of Commerce Minority Business Development Agency (MBDA):</p> <p>A. Consultant can email opportunities to the MBDA Business Development Office and they will post it/distribute it to area businesses in the identified trades. Include NAICS codes in the email. Emails should go to:</p> <p style="padding-left: 40px;">SiewYee Lee slee@sanjosembdacenter.com (408) 998-8058 Ext: 139</p> <ul style="list-style-type: none"> • Document this effort by saving a copy of the email to MBDA. |

3. DOCUMENTATION OF OUTREACH EFFORTS

A. Sonoma Water requires evidence that Consultant has followed the affirmative steps above.

Prior to submitting your response or proposal to Sonoma Water, use Form 1 - DBE Checklist at the end of this document to document your DBE enterprises solicitation efforts. Read it carefully, follow its directions, and attach backup documentation described in Table 1 above.

In addition to the foregoing documentation requirements, Consultant shall provide semiannual reports on DBE enterprises utilization using a form provided by Sonoma Water

4. ADMINSTRATIVE REQUIREMENTS

A. Consultant shall pay its subcontractors/suppliers/vendors for satisfactory performance no more than 30 days from the Consultant's receipt of payment from Sonoma Water; and

If a DBE subcontractor/supplier/vendor fails to complete work under the subcontract for any reason, Consultant shall undertake the outreach steps described in Section 2, above, if soliciting a replacement subcontractor/supplier/vendor.

5. OTHER USEFUL RESOURCES

The web sites in the table below offer resources for expanding searches for eligible DBEs beyond those required sources listed above.

| Other Useful DBE Resources |
|---|
| California Public Utilities Commission (CPUC) CPUC maintains a database of DBE-owned business enterprises and serves to inform the public. http://www.cpuc.ca.gov/puc/supplierdiversity |
| California Department of Transportation (Caltrans) Based on the federal Disadvantaged Business Enterprises (DBE) program, Caltrans maintains a database and provides directories of minority and woman-owned firms. Always print the search results page(s) and keep them with the rest of the documentation. www.dot.ca.gov/hq/bep |
| North American Industry Classification System (NAICS Code Search Tools) Search by keyword or SIC code to get NAICS code http://www.naics.com/search.htm |
| U.S. EPA Office of Small, Disadvantaged Business Utilization (OSDBU) OSDBU's mission includes "fostering opportunities for partnerships, contracts, sub-agreements, and grants for small and socioeconomically disadvantaged concerns." One of the resources to assist prime contractors is a listing of small and disadvantaged businesses (a vendor profile system) registered with OSDBU. http://cfpub.epa.gov/sbvps/ |

FORM 1 DBE CHECKLIST

Purpose and Use: This form is to be completed by Consultant and submitted with its proposal if **subconsultants will be used on the Project**. Complete this checklist, and provide a written explanation for “No” answers. Sonoma Water uses this form to evaluate DBE outreach efforts undertaken by Consultant.

| DBE Checklist | | Yes | No |
|---------------|--|-----|----|
| 1 | Did you solicit proposals or quotes from subcontractors/suppliers/vendors for this project? | | |
| 2 | Did you break down the project, where economically feasible, into smaller tasks, quantities, or components to permit maximum participation by DBE enterprises? | | |
| 3 | Did project components have reasonable delivery schedules so as to encourage maximum participation of DBEs? | | |
| 4 | Did you provide sufficient time to facilitate the submission of DBE proposals? | | |
| 5 | Did you use the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the US Department of Commerce (MBDA)? | | |
| 6 | Did you identify DBEs that may be potential sources of supplies, construction, and services? | | |
| 7 | If the answer to Question 6 (above) was “yes,” did you solicit proposals from those DBEs? | | |

*** Supporting Documentation:**

As specified in Exhibit A, Disadvantaged Business Enterprises (DBE) Procedures, please attach supporting documentation of outreach efforts, which may include, but is not limited to, the following: 1) copies of advertisement postings in newspapers, trade journals, or websites, 2) evidence of the use of the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the US Department of Commerce (MBDA), such as search results showing the website address where search was performed, description of work, search criteria, and the date of search, and 3) evidence that qualified DBEs identified by Consultant were solicited, such as records of communications between Consultant and identified DBEs.

CERTIFICATION

I certify that I am duly authorized to bind the Consultant to this certification, that I have reviewed and understand the requirements described in Disadvantaged Business Enterprises (DBE) Procedures and that I have taken the steps required therein. I further understand and certify that Sonoma Water may review the records described above prior to Award of Contract and that failure to establish compliance to Sonoma Water’s satisfaction may result in rejection of the Proposal.

SIGNATURE:

TITLE:

DATE EXECUTED:

Exhibit B



COUNTY OF
SONOMA

Supplier Portal Registration Guide

The County of Sonoma posts new bidding opportunities on its **Supplier Portal**. Suppliers must register in order to login to the Supplier Portal and view or bid on solicitations.

The Supplier Portal allows Suppliers to:

- Access solicitation information 24/7 (excluding maintenance periods)
- Manage Company and User information in a self-service account
- Manage NIGP commodity/product codes
- Receive emailed notifications regarding new bidding opportunities
- View and bid on solicitations
- Review purchase orders, invoices, and payments

Organizations which have not done business with the County should register as a **Bidder**. Organizations which have received payment from the County for goods and/or services should register as a **Supplier**.

To register as a Bidder:

- Have your Taxpayer ID number or SSN on hand.
- Navigate to the [Supplier Portal](#). We recommend you open the [Bidder Registration Instructions](#) in a new window, or print to use during registration.
- Click "Register as a Sourcing Bidder" and follow the Bidder Registration Instructions. Be sure to review and choose appropriate commodity category codes.

To register as a Supplier:

- Have your Taxpayer ID or Social Security Number on hand, along with your current Supplier ID number. If your Supplier ID number is not available, please email the [Supplier Desk](#).
- Navigate to the [Supplier Portal](#). We recommend you open the [Supplier Registration Instructions](#) in a new window, or print to use during registration.
- Click "Create New User Accounts" and follow the Supplier Registration Instructions. Be sure to review and select appropriate commodity category codes.

If you experience technical issues during registration, email the [Supplier Desk](#) for prompt assistance. Please include a screenshot of the issue if possible.

Rev. B
5 December 2017

SAMPLE Agreement for Laboratory Services for FIRO Water Quality Monitoring Operations for Lake Mendocino

This agreement ("Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **TBD**, [type of entity] ("Consultant"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

[TBD]

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

AGREEMENT

1. RECITALS

1.1. The above recitals are true and correct.

2. LIST OF EXHIBITS

2.1. The following exhibits are attached hereto and incorporated herein:

- a. Exhibit A: Scope of Work
- b. Exhibit B: Schedule of Costs
- c. Exhibit C: Estimated Budget for Scope of Work
- d. Exhibit D: Grant Award Documents
- e. Exhibit E: 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 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

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

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

3.4. *Assigned Personnel:*

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

4. **PAYMENT**

- 4.1. *Total Costs:* [TBD]
- 4.2. *Method of Payment:* [TBD]
- 4.3. *Invoices:* [TBD]
- 4.4. *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.
- 4.5. *Taxes Withheld by Sonoma Water:*
 - a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
 - b. If Consultant does not qualify, as described in Paragraph 4.5.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.5.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (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.
- 4.6. *State or Grant Funding:* Consultant is informed and aware that this Agreement is funded by a grant from NOAA (award number NAI17NMF4630299), which grant is conditioned upon various terms that apply to Consultant. Consultant has reviewed the grant award documents attached hereto as Exhibit D (Grant Award Documents) and hereby agrees to comply with them to the extent they apply to a subrecipient.
- 4.7. *Federal Funds:*
 - a. All or part of this Agreement will be paid with federal awards. As a pass-through entity, Sonoma Water is required to provide certain information

regarding federal award(s) to Consultant as a sub recipient. In signing this Agreement, Consultant acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

| | |
|---------------------|--|
| CFDA Title | |
| CFDA Number | |
| Award Name | |
| Award Number | |
| Federal Agency | |
| Pass-through Agency | |

- b. As a sub recipient of federal awards, Consultant is subject to the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of states, Local Governments, and Non-Profit Organizations* (hereinafter “OMB Circular A-133”). In signing this Agreement, Consultant acknowledges that it understands and will comply with the provisions of OMB Circular A-133. One provision of OMB circular A-133 requires a sub recipient that expends \$500,000 in federal awards during its fiscal year to have an audit performed in accordance with OMB Circular A-133. If such an audit is required, Consultant agrees to provide Sonoma Water with a copy of the audit report within nine months of Consultant’s fiscal year end. Questions regarding OMB Circular A-133 can be directed to the Sonoma County Auditor-controller Treasurer-Tax Collector’s Office - General Accounting Division.
- c. Consultant is informed and aware that this Agreement is funded by a grant from NOAA (award number NAI17NMF4630299), which grant is conditioned upon various terms that apply to Consultant. Consultant has reviewed the grant award documents attached hereto as Exhibit D (Grant Award Documents) and hereby agrees to comply with them to the extent they apply to a subrecipient.

5. **TERM OF AGREEMENT AND COMMENCEMENT OF WORK**

- 5.1. *Term of Agreement:* This Agreement shall expire on [TBD], unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- 5.2. *Commencement of Work:* Consultant is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

6. **TERMINATION**

- 6.1. *Authority to Terminate:* Sonoma Water’s right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 6.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

- 6.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 6.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 12.10 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.
- 6.6. *Change in Funding:* Consultant understands and agrees that Sonoma Water shall have the right to terminate this Agreement immediately upon written notice to Consultant in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which Sonoma Water anticipated using to pay Consultant for services provided under this Agreement or (2) Sonoma Water has exhausted all funds legally available for payments due under this Agreement.

7. INDEMNIFICATION

- 7.1. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to 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 Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Consultant's expense, subject to Consultant'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 Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

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

9. PROSECUTION OF WORK

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

10. EXTRA OR CHANGED WORK

- 10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. The parties expressly recognize that Sonoma Water personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

11. **CONTENT ONLINE ACCESSIBILITY**

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 11.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 11.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water managed or Sonoma Water funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
 - a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such

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

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

12. REPRESENTATIONS OF CONSULTANT

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration.
- 12.3. *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.
- 12.4. *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.

- 12.5. *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.
- 12.6. *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.
- 12.7. *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.
- 12.8. *Drug-Free Workplace Certification (Certification of Compliance):* By signing this Agreement, Consultant, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code §8350 *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).

- b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace,
 - ii. Consultant's policy of maintaining a drug-free workplace,
 - iii. Any available counseling, rehabilitation, and employee assistance programs, and
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c. Provide, as required by Government Code section 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of Consultant's drug-free policy statement, and
 - ii. Will agree to abide by terms of Consultant's condition of employment, contract or subcontract.
- 12.9. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 12.10. *Ownership and Disclosure of Work Product:* All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Consultant may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.

13. DEMAND FOR ASSURANCE

- 13.1. 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 13 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

14. ASSIGNMENT AND DELEGATION

- 14.1. *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.
- 14.2. *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: **[TBD]**
- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:
- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

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

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

- 15.1. *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.
- 15.2. *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 15.

16. MISCELLANEOUS PROVISIONS

- 16.1. *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.
- 16.2. *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.
- 16.3. *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.

- 16.4. *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.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *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.
- 16.7. *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.
- 16.8. *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.
- 16.9. *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.
- 16.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

/

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

[Insert signature page.]

Exhibit A

Scope of Work

[TBD]

1. **TASKS**

- 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. Submit one electronic copy in PDF format (emailed, on CD, or via internet) of each final deliverable to Sonoma Water.
- 2.2. Comply with requirements of Article 11 (Content Online Accessibility).

Exhibit B

Schedule of Costs

[TBD]

Exhibit C

Estimated Budget for Scope of Work

[TBD]

Exhibit D

Grant Award Documents

[TBD]

Exhibit E

Insurance Requirements

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

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

1. INSURANCE

1.1. Workers Compensation and Employers Liability Insurance

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

1.2. General Liability Insurance

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

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
 - h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Certificate of Insurance.
- 1.3. Automobile Liability Insurance
- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
 - c. Insurance shall cover hired and non-owned autos.
 - d. Required Evidence of Insurance: Certificate of Insurance.
- 1.4. 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 18/19-038.
 - 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, or 1.3, 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.

1.6. Policy Obligations

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

1.7. 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.