

AGREEMENT FOR PATHOGEN REDUCTION PLANNING PROJECT  
CONSULTING SERVICES

This agreement ("Agreement"), dated as of \_\_\_\_\_, 20\_\_ ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and \_\_\_\_\_ (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified \_\_\_\_\_, experienced in the preparation of \_\_\_\_\_ and related services; and

WHEREAS, in the judgment of the \_\_\_\_\_, it is necessary and desirable to employ the services of Consultant for \_\_\_\_\_.

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

A G R E E M E N T

1. Scope of Services.

1.1 Consultant's Specified Services.

This Agreement is related to a project that may be funded by State and Federal financial assistance, and Contractor acknowledges and agrees to the terms in Exhibits A, A-1 and A-2. Consultant shall perform the services described in Exhibit "B," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), utilizing an approach as described in Exhibit "E", and within the times or by the dates provided for in Exhibit "B" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "B", the provisions in the body of this Agreement shall control.

1.2 Cooperation With County.

Consultant shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard.

Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have

the right to do any or all of the following: (a) require Consultant to meet with County 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 4; or (d) pursue any and all other remedies at law or in equity.

#### 1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, 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 County.
- 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 County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County 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 County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

#### 2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit C, provided, however, that total payments to Consultant shall not exceed \$324,998, without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within 60 days after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County 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.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County 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, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

### 3. Term of Agreement.

The term of this Agreement shall be from the Effective Date \_\_\_\_ to January 30, 2027 unless terminated earlier in accordance with the provisions of Article 4 below.

### 4. Termination.

#### 4.1 Termination Without Cause.

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

#### 4.2 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, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

#### 4.3 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 County 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 and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

#### 4.4 Payment Upon Termination.

Upon termination of this Agreement by County, 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 which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any,

sustained by County by virtue of the breach of the Agreement by Consultant.

#### 4.5 Authority to Terminate.

The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Department Head (County Executive), in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

#### 5. Indemnification.

Consultant agrees to indemnify, hold harmless County, its officers, and employees, from and against any actions, third party 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 employees', contractors', or subcontractors' negligent performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any third party claim or action brought against County based upon a claim relating to such Consultant's employees', contractors' or subcontractors' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's reasonable expense, subject to Consultant's approval, which shall not be unreasonably withheld. Notwithstanding any other term of this Agreement, it is understood that the Consultant will not be required to defend County with respect to professional liability claims but will be liable for reimbursement of such defense costs, including reasonable attorneys' fees and expenses, only to the extent the Consultant is found to be negligent. 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.

#### 6. Insurance.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit D, which is attached hereto and incorporated herein by this reference.

#### 7. Prosecution of Work.

The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance 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 Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

#### 8. Extra or Changed Work.

Extra or changed work or other changes to the Agreement may be authorized only by written

amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County 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 the County.

## 9. Representations of Consultant

### 9.1 Standard of Care.

County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

### 9.2 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 County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

### 9.3 No Suspension or Debarment.

Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

### 9.4 Taxes.

Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes.

Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

#### 9.5 Records Maintenance.

Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time.

Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

#### 9.6 Conflict of Interest.

Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder.

Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

#### 9.7 Statutory Compliance/Living Wage Ordinance.

Consultant agrees to comply 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 may be 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.

#### 9.8 Nondiscrimination.

Without limiting any other provision hereunder, 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, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

#### 9.9 AIDS Discrimination.

Consultant 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.

#### 9.10 Assignment of Rights.

Consultant assigns to County 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, prepared by Consultant pursuant to this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County 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 County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. County grants Consultant a non-exclusive, irrevocable, royalty-free license to use any data, information, materials or intellectual property supplied or developed in connection with this Agreement (excluding Confidential Information). Notwithstanding, this Agreement does not restrict or deprive Consultant of any of its rights or proprietary interests in any materials that existed prior to or are developed independently of the performance of Consultant's services pursuant to this Agreement (the "Pre-Existing Materials"). If any Pre-Existing Materials are delivered in connection with or as part of the performance of Consultant's services, Consultant hereby grants the County a non-exclusive, world-wide, royalty-free, irrevocable license to use such Pre-Existing Materials to enable the full use and benefit of the deliverables

#### 9.11 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 County. County 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 County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County 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 County.

#### 9.12 Authority.

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

#### 10. Demand for Assurance.

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 limits County's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation.

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.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments.

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Sonoma County Administrator's Office  
575 Administration Drive  
Suite 104A, Santa Rosa, CA 95403  
Todd.Hunsdorfer@sonoma-county.org

TO: CONSULTANT:

Arup USA, Inc  
900 Wilshire Boulevard, 19<sup>th</sup> floor  
Los Angeles, CA 90017  
Joerg.Tonndorf@arup.com

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 facsimile or email, 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 promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email 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 paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach.

The waiver by County of any breach of any term or promise contained in this Agreement

shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

### 13.2 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 County 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 County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

### 13.3 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.

### 13.4 No Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

### 13.5 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 the forum nearest to the city of Santa Rosa, in the County of Sonoma.

### 13.6 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.

### 13.7 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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

### 13.8. 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.

### 13.9 Timeliness

The Consultant shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the project.

#### 13.10. 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 facsimile, electronic mail (including PDF) 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 ESIGN 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.

#### 14. Content Online Accessibility.

County 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.

##### 14.1 Standards.

All consultants responsible for preparing content intended for use or publication on a County-managed or County-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)), the County's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>, and the County's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

##### 14.2 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 County 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.

##### 14.3 Noncompliant Materials

Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the

following, without prejudice to County'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 4; and/or
- c. In the case of custom Electronic and Information Technology or materials developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: \_\_\_\_\_

COUNTY: COUNTY OF SONOMA

\_\_\_\_\_

CERTIFICATES OF INSURANCE  
REVIEWED, ON FILE, AND  
APPROVED AS TO SUBSTANCE FOR  
COUNTY:

By: \_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_  
Department Director or Designee

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM FOR  
COUNTY:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

EXECUTED BY:

By: \_\_\_\_\_  
Department Director

Date: \_\_\_\_\_

## Exhibit A

### 1. DEFINITIONS

- 1.1 **Government** means the United States of America and any executive department or agency thereof.
- 1.2 **SWRCB** means the State Water Resources Control Board.
- 1.3 **County** means Sonoma County.
- 1.4 **Third Party Subcontract** means a subcontract at any tier entered into by Consultant or any subcontractor or subcontractor, financed in whole or in part with federal assistance.
- 1.5 For purposes of this Exhibit, **Consultant** may be referred to as “Contractor” or “contractor.”
- 1.6 **Agreement** or “**Contract**” means that certain Agreement between the County of Sonoma (“County”) and Consultant, and to which this Exhibit is made a part.

### 2. GENERAL REQUIREMENTS

- 2.1 Omitted
- 2.2 Contractor shall at all times comply with all applicable federal laws, regulations, executive orders, Office of Budget and Management circulars, procedures, directives, and program or grant conditions, as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 C.F.R.<sup>1</sup> 200.317 through 200.327 and Appendix II to 2 CFR Part 200—“Contract Provisions for Non-Federal Entity Contracts Under Federal Awards,” which is included herein by reference; and including the Age Discrimination Act of 1975; the Americans with Disabilities Act of 1990, the Civil Rights Act of 1964 (Title VI); the Civil Rights Act of 1968 (Title VIII); the Drug-Free Workplace Act of 1988; the Drug Abuse Office and Treatment Act of 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970; the Public Health Service Act of 1912; the Education Amendments of 1972 (Title IX); the Equal Opportunity in Education Act; the Energy Policy and Conservation Act; the False Claims Act; the Hotel and Motel Fire Safety Act of 1990; the National Environmental Policy Act; the Rehabilitation Act of 1973; the Whistleblower Protection Act (including 41 USC 4712); the Hatch Act (5 U.S.C.<sup>2</sup> 1501 et seq.); and all related and Department of Homeland Security-mandated federal regulations, including 44 CFR Part 7.
- 2.3 The Government shall enjoy the right to seek judicial enforcement of any law, regulation, condition, or provision stated herein.

<sup>1</sup> Code of Federal Regulations (“CFR”).

<sup>2</sup> United States Code (“USC”).

**2.4** Contractor shall ensure it has the necessary processes and systems in place to comply with applicable federal reporting requirements, including those contained in 2 CFR Part 170 as applicable.

**2.5 INTENTIONALLY OMITTED**

**2.6** Repair or Construction Activity. For all repair or construction activity done pursuant to this Agreement (if applicable), all such repair or construction shall be carried out in accordance with applicable standards of safety, decency, and sanitation and in conformity with applicable codes, specifications and standards, including those required pursuant to 44 CFR 206.400.

**2.7** Contractor agrees to include the herein-stated clauses in each Third Party Subcontract such that all provisions will equally apply to the subcontractor. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject thereto.

**3. ACCESS TO RECORDS**

**3.1** Contractor shall provide County, SWRCB, and the Government access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by federal regulations and other applicable laws or program guidance.

**3.2** Contractor agrees to provide County, the State of California, the federal government, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

**3.3** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than five years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date all projects, programs, and close outs are completed, except in the event of audit, litigation, or settlement of claims arising from this Agreement, in which case, Contractor agrees to maintain same until the County, SWRCB, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Contractor shall grant County the option of retention of the records, books, papers, and documents in unalterable, electronic form if Contractor elects to dispose of said documents following the mandatory retention period.

**3.4** The requirements set forth above are all in addition to, and should not be considered to be in lieu of, any more stringent requirement set forth in the Agreement.

#### **4. DEBARMENT AND SUSPENSION**

- 4.1** This Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 4.2** Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 4.3** Contractor represents, warrants, and certifies that it, and its principals, is and are not debarred, suspended, or otherwise excluded from or disqualified or ineligible for participation in Federal assistance programs or activities, including under Executive Order 12549, "Debarment and Suspension" or Executive Order 12689, and that it (and each of its principals) is not on the Excluded Parties List System in the System for Award Management (SAM) or on any comparable list of precluded persons, entities, or facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or any federal regulation, including 2 CFR Part 180.
- 4.4** This certification is a material representation of fact relied upon by County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4.5** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 4.6** Contractor agrees to the provisions of Exhibit A-1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Exhibit A-1, Contractor is the "prospective lower tier participant."

#### **5. NO OBLIGATION BY FEDERAL GOVERNMENT**

Contractor acknowledges and agrees that the federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Contractor, or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from the Agreement.

#### **6. INTENTIONALLY OMITTED**

## **7. NONDISCRIMINATION CLAUSE**

- 7.1** Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave, or based on any other prohibited basis.
- 7.2** Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

## **8. INTENTIONALLY OMITTED**

## **9. INTENTIONALLY OMITTED**

## **10. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

- 10.1** Contractor agrees that Government reserve and shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
- 10.1.1** The copyright in any work developed with the assistance of funds provided under this Agreement;
- 10.1.2** Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- 10.2** Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this Agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquire on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this Agreement, the Contractor will deliver to the County data first produced in the performance of this Agreement and data required by the Agreement but not first produced in the performance of this Agreement in formats acceptable by the County.

## **11. INTENTIONALLY OMITTED**

**12. CLEAN AIR AND WATER POLLUTION REQUIREMENTS** (all contracts and subcontracts in excess \$150,000)

**12.1 Clean Air Act**

- 12.1.1** Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. (42 USC 7401-7671q).
- 12.1.2** Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Government, and the appropriate Environmental Protection Agency Regional Office.
- 12.1.3** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by the Government.

**12.2 Federal Water Pollution Control Act**

- 12.2.1** Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. (33 USC 1251-1388).
- 12.2.2** Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of California and the appropriate Environmental Protection Agency Regional Office.
- 12.2.3** Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance.

**13. TERMINATION FOR CONVENIENCE OF COUNTY** (all contracts in excess of \$10,000)

For services contracts, see Article 4 of the “Standard Professional Services Agreement.”

**14. TERMINATION FOR CAUSE/DEFAULT** (all contracts in excess of \$10,000)  
Contractor’s failure to perform or observe any term, covenant or condition of this Agreement shall constitute an event of default under this Agreement.

For services contracts, see Article 4 of the “Standard Professional Services Agreement.”

**15. CHANGES**

For services contracts, see Article 8 of the “Standard Professional Services Agreement.”

**16. LOBBYING** (Byrd Anti-Lobbying Amendment, 31 USC 1352 (as amended)) (all contracts and subcontracts in excess of \$100,000)

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Contractor, and each tier to the tier above, certifies that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with the making or obtaining of any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

**16.1** Contractor shall file the required certification, Exhibit A-2, *Certification Regarding Lobbying*, attached hereto and incorporated herein, and shall obtain such certifications for all subcontracts in excess of \$100,000

## **17. AFFIRMATIVE SOCIOECONOMIC STEPS (MBE / WBE)**

If subcontracts are to be let, Contractor, as prime contractor, is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

## **18. PROCUREMENT OF RECOVERED MATERIALS**

**18.1** Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**18.2** In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## **19. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES**

(a) As used in this section, covered telecommunications equipment includes equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Government to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor

shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

## **20. DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

*Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

*Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **21. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

**22.** During the performance of this agreement, Consultant shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, marital status, age (over 40), sex, sexual orientation, or use of

family care leave, medical-care leave, or pregnancy-disability leave. Consultant shall take affirmative action to ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f) et seq.) and applicable regulations (California Code of Regulations, Title 2, Section 7285 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated by reference into this agreement. Consultant shall give written notice of its obligations under this non-discrimination clause to labor organizations with which Consultant has a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment notice setting forth the provisions of this section. Consultant agrees to put a substantially similar term in any subcontract it executes with another entity related to the performance of this agreement.

- 23.** Funds provided under this Agreement shall not be used for payment of salaries to individual consultants retained by the Grantee, or any subcontractors in excess of the rate for Level 4, of the Federal Executive Schedule. The limit expressed herein does not include transportation and subsistence costs for necessary travel for work required under this Agreement.

## Exhibit A-1

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or Contractor receiving Federal funds, as well as any subcontractors that the agency or Contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any Contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

#### Instruction for Certification

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

5. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

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Contractor Signature

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Date

Exhibit A-2

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or organization for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining or awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Contractor's

Date

Authorized Official – Signature

\_\_\_\_\_  
Title

Exhibit B  
SCOPE OF WORK

**Task 0: Meetings and Progress Reports**

Arup US, Inc (Consultant) will organize an initial meeting with County staff to review and verify key project elements, roles, and overall timeline. This meeting should take 1.5 – 2 hours and can be scheduled either in-person at County of Sonoma offices in Santa Rosa, CA or via Zoom or Microsoft Teams. It should be scheduled as close to the contract start date as schedules permit.

Specific Kick-off Meeting tasks should include:

- Identifying key project stakeholders
- Identifying project management staff and preferred methods of communication.
- Discussion of the Study scope and Literature/Data Review (in preparation for Task 1).
- Review of data collection process, identifying available data sources and potential gaps.
- Confirmation of final deliverables and requirements including file format, remediation, and translation into Spanish.

The Consultant should provide detailed meeting notes to the County project lead within five business days of the Kickoff meeting. Notes are to include a summary of the discussion, requirements, follow-up items, and next steps.

The Consultant will coordinate meetings with the County project lead at least once a month. Meetings are expected to be held on Zoom or Microsoft Teams and have a duration of up to 2 hours. During meetings, time will be used to update the County project lead on project status, updates, and to discuss non-urgent issues or clarification questions. Issues or questions that are critical to progressing the project as planned should be shared with the County project lead immediately. The Consultant should follow up each meeting with notes that summarize the meetings' discussions, including any follow-up items and next steps. Notes should be provided within two business days.

In addition to updates provided in the recurring meetings, the Consultant will provide a written progress report briefly describing activities that have occurred, milestones achieved, and any problems encountered in the prior month. Progress reports will be provided by the 15<sup>th</sup> of every month.

Lastly, the Consultant will complete a Draft and Final Project Report. The draft report must include and address items from the following list and provided in an editable format (Word):

- A description of Project performance, including benefits, successes, and shortcomings.
- A description of lessons learned in carrying out the Project including what worked and what did not work, and how similar efforts could be utilized within the Project area, as well as in other watersheds.

- A description of the extent of outreach that has been conducted and what other efforts might further promote the results of the Project to achieve additional implementation.
- Planned or potential follow-up activities, such as any additional steps necessary to achieve the water quality objectives, remediate impairments addressed by Total Maximum Daily Loads (TMDL) (and associated Action Plan), or support local watershed plans.
- Appropriate photos and graphics.
- A list of submitted deliverables

#### Task 1: Project Scope and Schedule Finalization

The Consultant shall consider topics discussed in the Kick-off Meeting and develop a finalized Project Scope, along with a detailed project schedule that includes key project milestones. The project approach may vary from the Scope of Work described here, but it will be expected to result in the same deliverables, and within the same timeframe, as described in Exhibit B. The Project Scope and Schedule can be delivered in either Microsoft Word or Microsoft Excel format and should be provided to the County within one week of the Kick-off Meeting. The Scope and Schedule may be delivered as a single document or as separate documents. The County will review and can provide feedback and suggested edits, if necessary. The Consultant should incorporate this feedback and return a final version within one week of receiving the County's input.

#### Task 2: Source Characterization Literature & Data Review and Gap Analysis

The Consultant will review the available literature, studies, water quality and monitoring data, and information from other sources about pathogenic pollution to the Russian River from the Russian River watershed within Sonoma County. The Consultant will synthesize the information and produce a data gap analysis. This review, combined with the application of the data analysis methodology, will ultimately be synthesized in the Source Characterization Report.

This literature and data review should result in:

1. Identification of the source categories of pathogen pollution in the Russian River, with a focus on onsite wastewater treatment systems, recreation, homeless encampments, and grazing operations.
2. Ability to describe these source categories in the context of each of the HUC-12 sub watersheds associated with this project, and within the individual stream reaches associated with the priority projects identified during this project (see attached map with HUC-12 sub watersheds).
3. Sufficient information to develop a methodology that can be used to calculate, or estimate, and compare the relative pathogen loading for this project and future projects.
4. Identification of data that can be used to derive estimates and comparison of how much pollution is coming from each source.
5. Baseline knowledge and background of pathogen pollution in the Russian River, sufficient to enable informed public engagement.

The County is not aware of all information and data sources that may exist and expects the Consultant to conduct a sufficiently robust search that will result in the identification of

information and data necessary to characterize the sources of pathogen pollution in the Russian River basin. With that in mind, the County will provide the Consultant with a preliminary list of information and data sources, including but not limited to an OWTS Mapping Study report and mapping tool, and a vegetation map. The Consultant is expected to expand this list with additional resources and provide the County with a citation list.

The Consultant will describe how they will conduct a robust and comprehensive literature and data review sufficient to characterize pathogenic load contribution from each source category contributing to pathogenic pollution in the Russian River. Findings will be included in a Final Source Characterization Report, complete with citations. The report audience is the County of Sonoma, the State and Regional Water Boards, the U.S. Environmental Protection Agency, and the general public. A Consultant will communicate findings in accessible and understandable language.

After identification and review, the Consultant will synthesize the information and data about the pathogenic pollution to the Russian River from the four identified nonpoint source categories and provide an information and data gap analysis. This gap analysis should, at the very least, identify data that the Consultant would have wanted, and which would have enabled a more reliable source characterization and attribution of the various sources of pathogen pollution.

The initial draft of the citation list of resources and key findings, including findings addressing topics 1-5 specified above, should be provided to the County within four weeks of the Kick-off Meeting, with a working draft of citations presented during every progress meeting thereafter, until the literature review is complete. This list of research sources and associated notes will be used to inform both outreach and education efforts and the Final Source Characterization Report.

### Task 3: Source Characterization Methodology

A key component of this project is to characterize the pathogen pollution in the Russian River watershed within Sonoma County in a manner that enables estimation and comparison of the relative load contributions from the various pollution source categories, with a focus on the nonpoint sources. The identified nonpoint source categories include onsite wastewater treatments systems, recreation, homeless encampments, and grazing animals. This characterization of pathogen load contribution from the various sources is critical to satisfying the nine key elements for watershed-based plans, the satisfaction of which is a prerequisite to obtaining grant funding for implementation projects.

The Consultant will develop a methodology, best suited for the task and supported by peer reviewed literature, for calculating or estimating, and comparing the load contributions from the various pathogenic pollution sources, with an emphasis on the four identified nonpoint sources. This methodology should be scalable and enable the characterization of sources at a watershed scale, at the HUC-12 sub watershed scale, as well as at the more granular level of a tributary or a particular stream reach. The methodology may involve the use of coupled models. To the extent that important data or information gaps exist, the Consultant will develop a set of assumptions to enable the methodology to function as accurately as possible.

To the extent that such reasonable assumptions are utilized, the Consultant will identify, explain, and support these assumptions.

The Consultant must provide a list with a minimum of two model-based methodologies for evaluation. One of these methodologies must be based on the Soil & Water Assessment Tool (SWAT). However, the County is interested in and open to innovative methods for characterizing the sources of pathogen pollution. The proposer must provide a short explanation for including the listed methodologies. The units of the methodologies' outputs must be consistent with the units for pathogens used in the North Coast Regional Water Quality Control Board's Basin Plan Water Quality Standards. The selection of the final methodology will occur during contract phase and be approved by the County.

#### Task 4: Outreach and Education

The outreach and education component of this project is intended to: (1) develop awareness and understanding about the four non-point source categories of pathogen pollution, (2) gather information about impacts, barriers, and possible solutions to address each of these four pollution sources, and (3) establish relationships with stakeholders and engage them to evaluate and prioritize potential solutions for each of these four pollution sources. The Consultant will develop and administer an Outreach, Education, and Engagement plan (Outreach Plan), and is expected to coordinate activities with the County. The Outreach Plan should describe how the public, tribes, businesses, ranchers, residents, environmental advocates, and other stakeholders in the Russian River watershed will be engaged during this project. The County embraces equity and prioritizes equitable solutions, and the Consultant will demonstrate how they may partner with local organizations, and use the County's Racial Equity Toolkit when developing the Outreach Plan to ensure that the community recommendations developed through the project are developed equitably, and that diverse perspectives, needs, and knowledge inform the recommendations and are reflected in them.

The Consultant will develop outreach and education materials. The Consultant will produce these materials in English and Spanish and in ADA compliant form for online publication. These materials should include, but are not limited to:

- Summary of work on the Project by both Consultant and the County of Sonoma.
- Fact sheets and frequently asked questions (FAQs) about the Project and ongoing efforts.
- Flyers describing opportunities to engage in public meetings and/or Source Workgroups as pertinent and as further described below.
- County Ombudsman contact information and office hours schedule, if appropriate.
- Website content.

The Consultant will hold a minimum of four (4) general meetings for the public and interested parties identified in the Outreach Plan to describe the Project and identify groups and individuals to participate in Source Workgroups. The Outreach plan should be designed to encourage diverse and inclusive community participation.

Source Workgroups will be centered around each of the four nonpoint sources of pathogen pollution and will be comprised of stakeholders who have an interest in each of the sources. The Consultant will establish a minimum of four (4) Source Workgroups, each covering one

of the following nonpoint source categories:

- Recreation,
- Grazing operations,
- Onsite wastewater treatment systems, and
- Homeless encampments.

The Consultant will develop a Source Workgroup schedule that includes a minimum of eight (8) meetings for input on identifying needs and concerns, source characterization, and developing and prioritizing solutions. The Consultant will keep lists of the members of each of the Workgroups, and their affiliated organization if any, and provide attendance sheets to the County after each workgroup meeting or activity, along with the meeting agendas, minutes, input received and action items.

The Consultant will provide Spanish translation, interpretation, and associated language support for outreach material, public meetings, and Source Workgroup meetings.

The Draft Source Characterization Report and the List of Potential Solutions and Analysis will be presented by the Consultant at one (1) of each of the Source Workgroup meetings and other relevant public meetings for comment. Draft report summaries, in English and Spanish, will also be provided for Source Workgroup review and comment.

#### Task 5: Source Characterization Report and Summary

The Consultant will draft a Source Characterization Report based on the review and findings in Tasks 2 and 3 that estimates, to the extent practicable, the overall source contribution to pathogens in the Russian River. This report will be presented to Source Workgroups during the outreach portion of this project, and will be used by the County and others to apply for grants and develop pathogen pollution reduction projects. This draft should include, but is not limited to:

- Descriptions of potential sources and pathways of pathogenic pollution to the Russian River.
- Description of and explanation about how to use the source characterization methodology (see Task 3)
- Identification of reasonable assumptions, if any, and corresponding explanations about and support for the assumptions used in the source characterization methodology (see Task 3)
- Estimates of the overall source contribution to pathogens in the Russian River basin within Sonoma County, also broken down by HUC-12 basins as well as more granular tributaries or stream reaches as pertinent to this project.
- Relevant information and insights gained during the information and data review and source characterization methodology development.
- Other pertinent information that supports the nine-element watershed-based plans needed for implementation grant eligibility. (See this website for more information on watershed based plans and the nine-key elements:

[https://www.waterboards.ca.gov/water\\_issues/programs/nps/319grants.html](https://www.waterboards.ca.gov/water_issues/programs/nps/319grants.html).)

The Consultant will present the Draft Source Characterization Report to the Project Manager for review and present the Draft Source Characterization Report at one (1) of each of the Source Workgroup meetings and other relevant public meetings for comment.

The Consultant will then develop a Final Source Characterization Report, incorporating feedback from the draft review by County and Source Workgroup Meetings. This Final Report should be ready for publication on a County managed website (ADA Compliant).

The Consultant will also prepare and submit a summary of the Final Source Characterization Report. The summary will outline key concepts and findings. This summary document will be provided in both English and Spanish and meet ADA Compliance standards.

#### Task 6: Priority Solutions Planning Guide and Summary

One of the primary purposes of this planning project is to identify, develop and prioritize potential project solutions. These projects, if implemented, would help to reduce the pathogenic pollution in the Russian River to below the impairment threshold, and help the regulated community comply with the nearly adopted Russian River Pathogen TMDL Action Plan. The Consultant will use the information gathered as part of the literature and data review, together with the source characterization methodology and public outreach portions of this project to create a Priority Solutions Planning Guide. This planning guide will contain solutions for each of the four nonpoint source categories, and then prioritize them for overall effectiveness. The County embraces equity and prioritizes equitable solutions. The Consultant must consider the County's Racial Equity Toolkit at the outset of the project to ensure that the recommendations developed through the project are developed equitably.

In developing the planning guide, the Consultant will:

- Create a list that describes potential solutions to address pathogen contributions identified in the Final Source Characterization Report and provide the list to the County.
- Analyze the advantages and disadvantages of the potential solutions list, including but not limited to cost, feasibility, timeline, public acceptance, and estimated reduction in pathogens and provide this analyzation to the County, which can be combined with the potential solutions list. This analyzation list will be presented as part of the Outreach Plan (see Task 4)
- Refine and revise the list of potential solutions and analysis as appropriate in light of the feedback from presenting the list during outreach (see Task 4).
- Prioritize, in consultation with the Source Workgroups, a list of solutions to achieve compliance with the nearly adopted Russian River Pathogen TMDL Action Plan, for each of the four nonpoint source categories. In developing this list, the successful bidder will develop and utilize a set of criteria and scoring, and will provide the final prioritization list, along with the criteria and scoring, to the County.
- Prepare a Priority Solutions Planning Guide for the prioritized solutions, including the estimated overall source contribution to pathogens and the estimated reduction in pathogens for each of the priority solutions, and provide a draft for County review.
- Provide the necessary information that ensures each of the priority solutions can be analyzed through the lens of the 9-element watershed plan, as defined in the 2023 Clean Water Act 319 Non-Point Source Grant Program Guidelines.
- Develop Final Priority Solutions Planning Guide after receiving feedback from the County and provide a final draft to the County.

- Summarize methods, data and findings from the Final Source Characterization Report and include as attachment to Priority Solutions Planning Guide.
- Complete Preliminary Environmental Review Applicability Assessment/Checklist for each of the prioritized solutions and include as an attachment to the Priority Solutions Planning Guide. This should include:
  - A determination about the applicability of CEQA and NEPA to possible future projects.
  - Identification of information gaps.
  - Summarization of methods and findings of Preliminary Environmental Review Applicability/Checklist.

The Consultant will also prepare and submit a summary of the Final Priority Solutions Planning Guide. The summary will outline key concepts and findings. This summary document will be provided in both English and Spanish and meet ADA Compliance standards.

#### Key Deliverables

Timeline is subject to adjustment:

Item #	Deliverable	Suggested Due Dates
Task 0	Meeting Notes including action items and key take-aways	Following Each Meeting
Task 0	Progress Reports	Monthly
Task 1	Finalized Project Scope and Schedule	2 Weeks After Kick-Off Meeting
Task 2	Resource Citation List	Update as needed
Task 4	Outreach, Education and Engagement Plan	TBD
Task 4	Public engagement and Source Workgroup Meetings	TBD
Task 4	Relevant Educational Materials as determined by Engagement with the Community	TBD
Task 4	Source Workgroup member lists, agendas, minutes, input received and action items	Within 1 week after Associated Activity
Task 2	Data Gap Analysis	February 2026

Task 2	Final citation list of reviewed resources	February 2026
Task 3	Draft analysis of Source Characterization Methodology	April 2026
Task 5	Draft Source Characterization Report	April 2026
Task 6	List of Potential Solutions to Address Pathogen Contributions	May 2026
Task 6	Potential Solutions Analysis	May 2026
Task 6	Prioritized List of Solutions to Achieve Compliance	July 2026
Task 6	Draft priority Solutions Planning Guide and Summary	September 2026
Task 5	Final Source Characterization Report, including Works Cited. Remediated (ADA Compliant).	October 2026
Task 5	Summarization of Final Source Characterization Report, Remediated (ADA Compliant), English and Spanish Versions	October 2026
Task 6	Final Priority Solutions Planning Guide, Remediated (ADA Compliant)	November 2026
Task 6	Summarization of Priority Solutions Planning Guide Remediated (ADA Compliant), English and Spanish Versions	November 2026
Task 0	Draft Final Project Report	November 5, 2026
Task 6	Complete Preliminary Environmental	November 22, 2025

	Review/Applicability Assessment Checklist	
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SCOPE OF WORK SCHEDULE (Dates are subject to change):

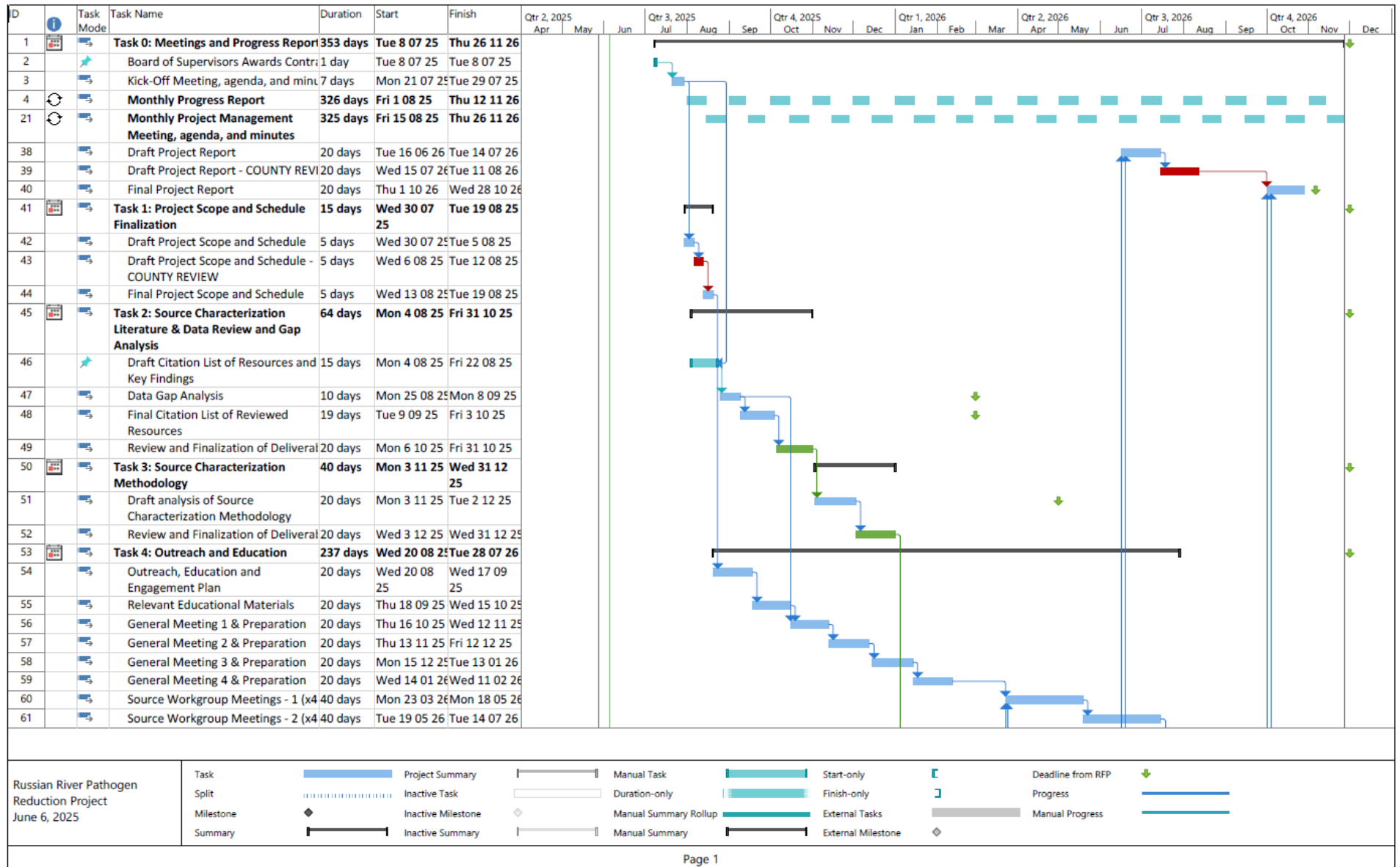




Exhibit C  
COST OF SERVICE

Hours and fee breakdown by task:

Task	Task Name	Hours	Fee
Task 0	Meetings and Progress Reports	106	\$26,380
Task 1	Project Scope and Schedule Finalization	23	\$6,612
Task 2	Source Characterization Literature & Data Review and Gap Analysis	136	\$31,196
Task 3	Source Characterization Methodology	118	\$24,574
Task 4	Outreach and Education	504	\$108,247
Task 5	Source Characterization Report and Summary	232	\$48,503
Task 6	Priority Solutions Planning Guide and Summary	377	\$79,486
Total		1,496	\$324,998

Hourly rates for labor:

Organization	Staff Position	Rate
Arup	Associate Principal	\$365
Arup	Associate	\$322
Arup	Senior Engineer / Consultant II	\$293
Arup	Senior Engineer / Consultant I	\$250
Arup	Engineer / Consultant III	\$223
Arup	Engineer / Consultant II	\$196
Arup	Engineer / Consultant I	\$175
Arup	Project Administrator	\$160
MIG	Principal-In-Charge	\$295
MIG	Communications Strategist	\$200
MIG	Project Manager	\$175
MIG	Senior Facilitator	\$150
MIG	Project Associate	\$130
MIG	Graphic Designer	\$125

Exhibit D:  
INSURANCE

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.

Failure to demand Certificates of Insurance as 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. Workers Compensation and Employers Liability Insurance**

- a. Required if Consultant 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. *Required Evidence of Insurance:* Certificate of Insurance.

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.

**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, County 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 \$100,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO 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. Certificate of Insurance.

### **3. Automobile Liability Insurance**

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits 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.

### **4. Professional Liability/Errors and Omissions Insurance**

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. 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 County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

### **5. Cyber Liability Insurance**

#### **Network Security & Privacy Liability Insurance:**

Required if Consultant/consultant has access to individuals' private, personally identifiable information, or if the agreement involves sharing of data or electronic information.

- a. Minimum Limit: \$2,000,000 per claim per occurrence, \$2,000,000.00 aggregate (Minimum limit for sole proprietor/individual, \$1,000,000 per claim per occurrence and aggregate)
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

### **Technology Errors and Omissions Insurance:**

Required if Consultant is providing a technology service (data storage, website designers, etc.,) or product (software providers).

- a. Minimum Limit: \$2,000,000 per claim or per occurrence, \$2,000,000.00 aggregate.
- b. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Consultant in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs (including notification costs), regulatory fines and penalties as well as credit monitoring expenses.
- c. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the County in the care, custody, or control of the Consultant. If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Entity requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

### **6. Standards for Insurance Companies**

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

### **7. Documentation**

- a. The Certificate of Insurance must include the following reference: Russian River Pathogen Reduction Planning Project.
- 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 County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, c/o County Administrator's Office, 575 Administration Drive, Suite 104-A, Santa Rosa, CA 95403.
- 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.

### **8. Policy Obligations**

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

**9. Material Breach**

If Consultant fails to maintain insurance which is required pursuant to this Agreement, it shall be deemed a material breach of this Agreement. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.

Exhibit E

ARUP Proposal to be appended here. See separate attachment in Legistar.