

DRAFT Agreement for Laboratory Testing and Monitoring Services

This agreement (“Agreement”) is by and between **Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District** (collectively referred to as “Sonoma Water”) and **Alpha Analytical Laboratories, Inc.**, a California corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 5.1.

RECITALS

- A. Consultant represents it is a duly qualified Environmental Laboratory Accreditation Program (ELAP)-certified laboratory analytical firm with expertise in laboratory testing and monitoring services for drinking water, storm water, wastewater, industrial waste, and surface water (estuary); sediment analysis for flood control channels; landfill analysis for sludge; and related services.
- B. Sonoma Water must comply with monitoring and testing requirements issued by the United States Environmental Protection Agency (US EPA), the State of California Department of Public Health, the State Water Resources Control Board - Division of Drinking Water, and the California Regional Water Quality Control Boards (North Coast Regional Water Quality Control Board, and the San Francisco Regional Water Quality Control Board).
- C. Sonoma County Water Agency owns, operates, and manages Airport/Larkfield/Wikiup Sanitation Zone, Geyserville Sanitation Zone, Penngrove Sanitation Zone, and Sea Ranch Sanitation Zone (“Zones”).
- D. Sonoma County Water Agency owns, operates, and maintains flood protection projects and provides flood protection services for the following watersheds: Laguna de Santa Rosa/Mark West Creek (Zone 1A), Petaluma River (Zone 2A), Valley of the Moon (Zone 3A), Lower Russian River (Zone 5A), North Coastal (Zones 7A), and South Coastal (Zone 8A) (“Flood Protection Zones”).
- E. Sonoma County Water Agency operates and manages Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District (“Districts”) under contract with Districts. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of Districts.
- F. Under this Agreement, Consultant will provide laboratory testing and monitoring services for drinking water, storm water, wastewater, surface water, landfill, and industrial waste.

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

AGREEMENT

1. RECITALS

1.1. The above recitals are true and correct and are incorporated herein.

2. LIST OF EXHIBITS

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

- a. Exhibit A: Scope of Work.
- b. Exhibit B: Schedule of Costs.
- c. Exhibit C: Project Activity Codes.
- d. Exhibit D: Insurance Requirements.
- e. Exhibit E: Approved Subconsultants.

3. SCOPE OF SERVICES

3.1. *Consultant's Specified Services:* Consultant shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 9 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

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

| Sonoma Water | Consultant |
|--|---|
| Project Manager: Ellen Simm 404 Aviation Boulevard Santa Rosa, California 95403-9019 Phone: 707-521-1809 Email: Ellen.Simm@scwa.ca.gov | Contact: Sheri Speaks 208 Mason St. Ukiah, California 95482 Phone: (707) 468-0401 Email: sspeaks@alpha-labs.com |
| Remit invoices to: | Remit payments to: |
| Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov | Same address as above Attn: Accounts Receivable |

3.3. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and

training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 6 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

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

4. **PAYMENT**

- 4.1. *Total Costs:* Total costs under this Agreement shall not exceed \$1,650,000.
- 4.2. *Method of Payment:* Consultant shall be paid in accordance with Exhibit B (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 4.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
 - a. Consultant name.
 - b. Agreement title and TW 24/25-030.
 - c. Sonoma Water's Project-Activity Codes as listed in Exhibit C (Project Activity Codes).

- d. Task performed with an itemized description of services rendered by date.
- e. Summary of work performed by subconsultants, as described in Paragraph 14.4.

4.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.

4.5. *Taxes Withheld by Sonoma Water:*

- a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.
- b. If Consultant does not qualify, as described in Paragraph 4.5.a, Sonoma Water requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, as described in Paragraph 4.5.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 15 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Consultant has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

4.6. *Funding:*

- a. Funding for this Agreement is as follows:

| <i>Fiscal Years</i> | <i>Appropriation</i> |
|---------------------|----------------------|
| 2024/2025 | \$55,000 |
| 2025/2026 | \$330,000 |
| 2026/2027 | \$330,000 |
| 2027/2028 | \$330,000 |
| 2028/2029 | \$330,000 |
| 2029/2030 | \$275,000 |

- b. Availability of Funding:
 - i. Funding is available for Fiscal Year 2024/2025.

- ii. Sonoma Water's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water's Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water's Board of Directors for the purpose of this Agreement.
- iii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water's Board of Directors, Sonoma Water shall have the option to either terminate this Agreement in accordance with Article 6 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

5. **TERM OF AGREEMENT**

5.1. *Term of Agreement:*

- a. The term of this Agreement shall be from April 1, 2025, ("Effective Date") to March 31, 2030, unless terminated earlier in accordance with the provisions of Article 6 (Termination).
- b. Sonoma County Water Agency's General Manager shall have the ability to extend the term of this Agreement for up to two additional years by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article. The extension shall be formalized in an amended agreement or amendment signed by Sonoma Water and Consultant.

6. **TERMINATION**

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

agents in connection with this Agreement subject to Paragraph 12.10 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

- 6.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 6.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

7. INDEMNIFICATION

- 7.1. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, and to indemnify, hold harmless, and release Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 7 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, or South Park County Sanitation District, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County

Sanitation District, or South Park County Sanitation District. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District shall have the right to select their legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

8. INSURANCE

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

9. PROSECUTION OF WORK

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

10. EXTRA OR CHANGED WORK

10.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes to lengthen time schedules or make minor modifications to the scope of work, which do not increase the amount paid under the Agreement, may be executed by Sonoma County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

11. **CONTENT ONLINE ACCESSIBILITY**

- 11.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible and utilizing available existing technologies.
- 11.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water-managed or Sonoma Water-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), Sonoma Water's Web Standards & Guidelines located at <https://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/> and Sonoma Water's Web Site Accessibility Policy located at <https://sonomacounty.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.
- 11.3. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 11.4. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. If Sonoma Water, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Sonoma Water-managed or Sonoma Water-funded Web site does not comply with Sonoma Water Accessibility Standards, Sonoma Water will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order;
 - b. Terminate this Agreement pursuant to the provisions of Article 6 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.

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

12. REPRESENTATIONS OF CONSULTANT

- 12.1. *Status of Consultant:* The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 6 (Termination), Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 12.2. *No Suspension or Debarment:* Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If Consultant becomes debarred, Consultant has the obligation to inform Sonoma Water.
- 12.3. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 12.4. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 12.5. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial

conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.

- 12.6. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 12.7. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County of Sonoma's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 12.8. *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.
- 12.9. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the work, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining

written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.

- 12.10. *Ownership of Work Product:* All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of Sonoma Water. Consultant shall deliver such materials to Sonoma Water upon request in their final form and format. Such materials shall be and will remain the property of Sonoma Water without restriction or limitation. Document drafts, notes, and emails of Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.
- 12.11. *Authority:* The undersigned hereby represents and warrants that the undersigned has authority to execute and deliver this Agreement on behalf of Consultant.
- 12.12. *Nondisclosure of Confidential Information:* While doing the work required by this Agreement, Consultant may have access to technical information and materials pertaining to Sonoma Water's sensitive information or data determined by Sonoma Water to be confidential ("Confidential Information"). The Confidential Information may include confidential or proprietary information or trade secrets exempt from disclosure under provisions of the California Public Records Act. In consideration of disclosure by Sonoma Water of Confidential Information to Consultant, Consultant and its agents shall hold any material or information designated by Sonoma Water as Confidential in strict confidence and shall not disclose it or otherwise make it available, in any form or matter whatsoever, to any person or entity without the prior written consent of Sonoma Water, except as may be ordered by a court of law. Immediately upon receipt of any request or demand for disclosure of any Confidential Information within the scope of this Agreement, Consultant shall give Sonoma Water written notice and a copy of the request and the time period, if any, within which Consultant is required to respond to the request. Upon termination of this Agreement, Consultant shall return Confidential Information in its possession, including copies, to Sonoma Water. Consultant's obligation to maintain material and information designated as Confidential in strict confidence shall survive completion of work under this Agreement and termination of this Agreement and, as provided for in Paragraph 12.10, Consultant agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.
- 12.13. *Zone Liability:* The term "Zone" or "Zones" as used in this Paragraph 12.13 shall mean any applicable Sanitation Zone or Flood Protection Zone, as described in Recital C and Recital D of this Agreement. To the extent any work under this Agreement relates to Zone activities, Consultant shall be paid exclusively from

Zone funds. Consultant agrees that Consultant shall make no claim for compensation for Consultant's services against other funds available to Sonoma County Water Agency and Consultant expressly waives any right to be compensated from other funds available to Sonoma County Water Agency. In addition, Consultant acknowledges that West's Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma County Water Agency based on causes of action arising from Zone activities may be made only from funds of those Zones.

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

13. DEMAND FOR ASSURANCE

13.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 13 limits Sonoma Water's right to terminate this Agreement pursuant to Article 6 (Termination).

14. ASSIGNMENT AND DELEGATION

14.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

14.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the

performance of the work specified in this Agreement. Approved subconsultants are listed in Exhibit E (Approved Subconsultants).

- 14.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 14.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 14.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 14.2:
- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 7 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 14.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 4.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

- 15.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 15.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 15.

16. **MISCELLANEOUS PROVISIONS**

- 16.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 16.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 16.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 16.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 16.5. *No Third-Party Beneficiaries:* Except as provided in Article 7 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 16.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 16.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 16.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to

Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

Reviewed as to funds:

TW 24/25-030

By: _____
Sonoma County Water Agency
Division Manager - Administrative
Services

Approved as to form:

By: _____
Adam Brand, Assistant County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

**Sonoma County Water Agency, Occidental
County Sanitation District, Russian River
County Sanitation District, Sonoma Valley
County Sanitation District, and South Park
County Sanitation District**

**Alpha Analytical Laboratories, Inc., a
California corporation**

By: _____
Grant Davis
General Manager
Authorized per Boards of Directors Action
on March 25, 2025

By: _____

Name: _____

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. GENERAL

- 1.1. Provide laboratory testing and monitoring services for drinking water, storm water, wastewater, and surface water (estuary); sediment analysis for flood control channels; and industrial waste and landfill analysis for sludge on an as-needed basis, 24 hours a day, 7 days a week.
- 1.2. Provide regularly scheduled sample pickups and on-demand, unscheduled sample pickups within 2 hours and meet required analysis hold times.
- 1.3. Provide Sonoma Water with reasonable access to communicate directly with staff at all levels who are involved with Sonoma Water sample tests and results.
- 1.4. Provide any and all labor, equipment, and material necessary to perform the tests required, including, but not limited to, sample containers.
- 1.5. Re-analyze samples at no cost to Sonoma Water, if Consultant makes an error in testing.

2. TASKS

- 2.1. Sampling Service: As requested by Sonoma Water, provide an in-house sampling service for Sonoma Water facilities.
- 2.2. Outsourcing: Coordinate testing including outsourcing non-typical tests that Consultant is not set up to perform. Arrange courier and other services, as necessary to complete tests.
- 2.3. On-site Inspections by Sonoma Water: Allow Sonoma Water to make on-site inspections, to view raw data, laboratory equipment, and related materials, as Sonoma Water deems necessary.
- 2.4. Reports: Provide a report for each test, and include the following:
 - a. Sample location.
 - b. Laboratory sample identification.
 - c. Constituent and result.
 - d. Units and dilution factor, if used.
 - e. Sample collection date and time.
 - f. Sample received date and time.
 - g. Sample preparation date.
 - h. Sample analysis date.
 - i. Method number of procedure used.

- j. Method Limit (ML) and applicable notes (QA Codes).
 - k. Method detection limits (MDL) and applicable notes (QA Codes).
 - l. Analyst initials.
 - m. Documentation that testing procedures are run according to test methods required, including, but not limited to, Blanks, Laboratory Control Samples (LCS), Duplicates (Dup), and Matrix Spikes (MS).
 - n. Quality assurance/quality control.
 - o. Definitions of quality assurance codes.
 - p. Chain of custody documents.
 - q. Other information is requested by Sonoma Water.
- 2.5. Electronic submittal: Provide reports via electronic data transfer to the State of California as directed by Sonoma Water.
- 2.6. When requested by Sonoma Water, provide copies of raw data work sheets for individual tests and documentation showing that test procedures are run according to test methods and specifications.
- 2.7. Courier Service:
- a. Provide in-house courier service, at no charge, that includes dropping off of container(s) and picking up of sample(s) for analysis within one day of sample collection (or less as required by Sonoma Water with a minimum of 2 hours).
 - b. Provide chain-of-custody documentation from site to laboratory.
 - c. Provide all necessary coolers and blue ice or equivalent methods of maintaining appropriate temperatures during collection, storage, and transport. Maintain proper sample temperature in containers and coolers throughout the entire collection, courier, and custody process.
 - d. Follow current EPA guidelines and Standard Methods for the Analysis of Water and Wastewater for sample holding times.
- 2.8. Turnaround Times: Provide same-day, 1-day, 5-day, and 10-day turnaround times as the test method allows, and deliver preliminary results electronically via email.

3. DRINKING WATER-SPECIFIC REQUIREMENTS

- 3.1. Meet US EPA, California Department of Public Health and ELAP testing and reporting requirements for monitoring drinking water supplied by Sonoma Water.
- 3.2. Certification in the US EPA regulations, as they are promulgated, is required, as well as certification to perform electronic data transfers to the US EPA as required.

- 3.3. Report drinking water analysis results to the State Water Resources Control Board – Division of Drinking Water electronically using electronic data transfer.

4. WASTEWATER-SPECIFIC REQUIREMENTS

- 4.1. Meet US EPA, State Water Resources Control Board, and ELAP testing and reporting requirements for monitoring wastewater operations, industrial waste, and sludge.
- 4.2. Comply with California Toxics Rule testing and special reporting requirements for the North Coast Regional Water Quality Control Board (Region 1) and the San Francisco Regional Water Quality Control Board (Region 2).
- 4.3. Mercury: Consultant shall use or subcontract out the US EPA-approved method 1631 for Mercury wastewater analysis.
- 4.4. Polychlorinated Biphenyls (PCBs) Monitoring: Use or subcontract out using US EPA Proposed Method 1668C for PCBs as Congeners and US EPA Method 608 for PCBs as Aroclors. Result data provided to include detection limits, reporting levels, and estimated or quantified values. Follow all guidelines from Region 2 Order R2-2012-0096.

5. DELIVERABLES

- 5.1. Submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 5.2. Comply with requirements of Article 11 (Content Online Accessibility).
- 5.3. Include Agreement title and TW 24/25-030 on first page or cover of each deliverable.

Exhibit B

Schedule of Costs

| Parameter | Method | Quantity | TAT (days) | Unit Price | Extended Price |
|--------------------------------------|-------------|----------|------------|------------|----------------|
| Water | | | | | |
| W Sr Total ICP 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| 2-Chloroethyl Vinyl Ether by EPA 624 | EPA 624 | 1 | 10 | \$166.00 | \$166.00 |
| 547 Glyphosate | EPA 547 | 1 | 10 | \$215.00 | \$215.00 |
| 601 Volatiles by EPA 624 | EPA 624 | 1 | 10 | \$116.00 | \$116.00 |
| 608 Heptachlor | EPA 608 | 1 | 10 | \$118.00 | \$118.00 |
| Ag Total ICP 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| Aggressive Index | AWWA | 1 | 10 | \$10.00 | \$10.00 |
| Asbestos-Water SUB | EPA 100.1 | 1 | 10 | \$395.00 | \$395.00 |
| B DW ICP 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| Benzo(a)Pyrene | EPA 525.2 | 1 | 10 | \$215.00 | \$215.00 |
| CA Toxics Rule Metals in Water | varies | 1 | 10 | \$205.00 | \$205.00 |
| CA Toxics Rule Metals in Water | varies | 1 | 10 | \$205.00 | \$205.00 |
| Chloride by SM4500CIB | SM4500-CI B | 1 | 10 | \$15.00 | \$15.00 |
| Coliform, FecalHiDil | SM9221C,E | 1 | 10 | \$102.00 | \$102.00 |
| Coliform, TotalHiDil | SM9221B,C | 1 | 10 | \$102.00 | \$102.00 |
| Cr Total Low Level | Cr | 1 | 10 | \$15.25 | \$15.25 |
| Cr6 218.6 | EPA 218.6 | 1 | 10 | \$125.00 | \$125.00 |
| Cr6 218.6 | EPA 218.6 | 1 | 10 | \$125.00 | \$125.00 |
| Cr6 218.6 | EPA 218.6 | 1 | 10 | \$125.00 | \$125.00 |
| DEHP/DEHA | EPA 525.2 | 1 | 10 | \$181.00 | \$181.00 |
| Fecal Strep - Hi Dil - SM9230 | SM9230B | 1 | 10 | \$190.00 | \$190.00 |
| Fluoride-300.0 | EPA 300.0 | 1 | 10 | \$15.00 | \$15.00 |
| Haloacetic Acids | EPA 552.2 | 1 | 10 | \$165.00 | \$165.00 |
| Handling & Disposal | - | 1 | 10 | \$0.00 | \$0.00 |

| Parameter | Method | Quantity | TAT (days) | Unit Price | Extended Price |
|-----------------------------|-----------|----------|------------|------------|----------------|
| Hardness | varies | 1 | 10 | \$36.00 | \$36.00 |
| Het PC Water | SM9215B | 1 | 10 | \$43.00 | \$43.00 |
| Het PC Water | SimPlate | 1 | 10 | \$43.00 | \$43.00 |
| Hg Diss 1631 | EPA 1631E | 1 | 10 | \$165.00 | \$165.00 |
| Hg Total 1631 | EPA 1631E | 1 | 10 | \$165.00 | \$165.00 |
| J flag Report Charge | - | 1 | 10 | \$0.00 | \$0.00 |
| Nitrate 300.0 | EPA 300.0 | 1 | 10 | \$20.00 | \$20.00 |
| Nitrosodimethylamine (NDMA) | EPA 521 | 1 | 10 | \$450.00 | \$450.00 |
| Perchlorate | EPA 314.0 | 1 | 10 | \$107.00 | \$107.00 |
| SAR Adj Calculation | SAR | 1 | 10 | \$8.00 | \$8.00 |
| SBOD-SM5210B | SM5210B | 1 | 10 | \$44.00 | \$44.00 |
| SRL 524M-TCP SUB FGL | SRL524M | 1 | 10 | \$185.00 | \$185.00 |
| tert-Butanol | EPA 524.2 | 1 | 10 | \$194.00 | \$194.00 |
| TPH D | 8015DRO | 1 | 10 | \$59.00 | \$59.00 |
| Trihalomethanes 524.2 | EPA 524.2 | 1 | 10 | \$125.00 | \$125.00 |
| Trihalomethanes 624 | EPA 624 | 1 | 10 | \$132.00 | \$132.00 |
| W 507 NP Pesticides | EPA 507 | 1 | 10 | \$181.00 | \$181.00 |
| W 508 Pesticides | EPA 508 | 1 | 10 | \$146.00 | \$146.00 |
| W 515.1 Herbicides | EPA 515.1 | 1 | 10 | \$146.00 | \$146.00 |
| W 524.2 Volatiles | EPA 524.2 | 1 | 10 | \$234.00 | \$234.00 |
| W 525 Plus | EPA 525 | 1 | 10 | \$623.00 | \$623.00 |
| W 531.1 | EPA 531.1 | 1 | 10 | \$250.00 | \$250.00 |
| W 608 Pests/PCBs | EPA 608 | 1 | 10 | \$116.00 | \$116.00 |
| W 610 SUB | EPA 610 | 1 | 10 | \$307.00 | \$307.00 |
| W 624 Trigger | EPA 624 | 1 | 10 | \$138.00 | \$138.00 |

| Parameter | Method | Quantity | TAT (days) | Unit Price | Extended Price |
|---------------------------|------------------|----------|------------|------------|----------------|
| W 625 | EPA 625 | 1 | 10 | \$330.00 | \$330.00 |
| W 625 Benzidine | EPA 625 | 1 | 10 | \$330.00 | \$330.00 |
| W 8080 Pest/PCBWtr | EPA 8081A/8082 | 1 | 10 | \$172.00 | \$172.00 |
| W 8141A OPP | EPA 8141A | 1 | 10 | \$252.00 | \$252.00 |
| W 8260B VOAs | EPA 8260B | 1 | 10 | \$146.00 | \$146.00 |
| W 8270 | EPA 8270C | 1 | 10 | \$331.00 | \$331.00 |
| W 8310 PNAs | EPA 8310 | 1 | 10 | \$307.00 | \$307.00 |
| W Al Diss 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Al Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Al Total ICP/MS 200.8 | EPA 200.8 | 1 | 10 | \$15.25 | \$15.25 |
| W Alkalinity 2320B | SM2320B | 1 | 10 | \$11.50 | \$11.50 |
| W Ammonia | SM4500-NH3 C | 1 | 10 | \$25.50 | \$25.50 |
| W Ammonia as N | SM4500-NH3 C | 1 | 10 | \$25.50 | \$25.50 |
| W AmmoniaN Unio | SFBRWQCP | 1 | 10 | \$25.50 | \$25.50 |
| W Asbestos TEMDW | EPA 100.2 | 1 | 10 | \$420.00 | \$420.00 |
| W Ba Diss 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Ba Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W BactQualLabWater | varies | 1 | 10 | \$390.00 | \$390.00 |
| W Be Diss 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Be Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Bicarbonate | SM2320B | 1 | 10 | \$11.50 | \$11.50 |
| W Bioassay RT Non-renewal | EPA-821-R-02-012 | 1 | 10 | \$795.00 | \$795.00 |
| W Bioassay RT Renewal | EPA-821-R-02-012 | 1 | 10 | \$795.00 | \$795.00 |
| W BOD | SM5210B | 1 | 10 | \$32.00 | \$32.00 |
| W BOD Spec Dil | SM5210B | 1 | 10 | \$44.00 | \$44.00 |
| Parameter | Method | Quantity | TAT (days) | Unit Price | Extended Price |
| W Boron 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W BTEX 8260 | EPA 8260B | 1 | 10 | \$50.00 | \$50.00 |
| W Ca Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W CAM 17 Wtr | varies | 1 | 10 | \$184.00 | \$184.00 |
| W CAM 17 Diss | varies | 1 | 10 | \$184.00 | \$184.00 |
| W Carbonate | SM2320B | 1 | 10 | \$11.50 | \$11.50 |
| W Cd Diss 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Cd Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Chl_Bro | EPA 8260B | 1 | 10 | \$88.00 | \$88.00 |
| W Chloride 300.0 | EPA 300.0 | 1 | 10 | \$15.00 | \$15.00 |
| W Chloroform 8260B | EPA 8260B | 1 | 10 | \$88.00 | \$88.00 |
| W Cl Residual, Total | SM4500-Cl F | 1 | 10 | \$20.40 | \$20.40 |
| W Cn Diss Low Level 5ppb | 10-204-00-1-X | 1 | 10 | \$84.00 | \$84.00 |
| W CN Low Level 3ppb | 10-204-00-1-X | 1 | 10 | \$84.00 | \$84.00 |
| W CN Low Level 5ppb | 10-204-00-1-X | 1 | 10 | \$84.00 | \$84.00 |
| W CN WAD Low Level 5ppb | 10-204-00-1-X | 1 | 10 | \$84.00 | \$84.00 |
| W Co Diss 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Co Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W COD 5220D | SM5220D | 1 | 10 | \$22.00 | \$22.00 |
| W Coliform, Fecal 15 | SM9223B | 1 | 10 | \$37.00 | \$37.00 |
| W Coliform, Total 15 | SM9223B | 1 | 10 | \$37.00 | \$37.00 |
| W Color SM2120B | SM2120B | 1 | 10 | \$10.00 | \$10.00 |
| W Composite Fee | - | 1 | 10 | \$13.00 | \$13.00 |
| W Conduct 120.1 | SM2510B | 1 | 10 | \$10.00 | \$10.00 |
| W Cr Diss 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |

| Parameter | Method | Quantity | TAT (days) | Unit Price | Extended Price |
|-------------------------|--------------|----------|------------|------------|----------------|
| W Cr Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Cr Total ICP/MS 200.8 | EPA 200.8 | 1 | 10 | \$15.25 | \$15.25 |
| W Cu Diss 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Cu Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Cu Total ICP/MS 200.8 | EPA 200.8 | 1 | 10 | \$15.25 | \$15.25 |
| W Diazinon 8141 | EPA 8141A | 1 | 10 | \$225.00 | \$225.00 |
| W Dioxins 1613A | EPA 1613A | 1 | 10 | \$1,272.00 | \$1,272.00 |
| W Diquat SUB | EPA 549.2 | 1 | 10 | \$218.00 | \$218.00 |
| W Diuron SUB | EPA 632 | 1 | 10 | \$225.00 | \$225.00 |
| W DOC SM5310 | SM5310C | 1 | 10 | \$58.00 | \$58.00 |
| W EDB/DBCP | EPA 504.1 | 1 | 10 | \$152.00 | \$152.00 |
| W Endothall | EPA 548.1 | 1 | 10 | \$218.00 | \$218.00 |
| W Extraction STLC | Title 22 WET | 1 | 10 | \$125.00 | \$125.00 |
| W Extraction TCLP | EPA 1311 | 1 | 10 | \$125.00 | \$125.00 |
| W Fe Diss ICP 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Fe Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W fecal Strep-SM9230 | SM9230B | 1 | 10 | \$68.00 | \$68.00 |
| W Filtration | - | 1 | 10 | \$12.00 | \$12.00 |
| W General Physical | varies | 1 | 10 | \$45.00 | \$45.00 |
| W Gross Alpha SUB | EPA 900.0 | 1 | 10 | \$125.00 | \$125.00 |
| W HardnessTot Calc | SM2340B | 1 | 10 | \$5.00 | \$5.00 |
| W Heptachlor Epoxide | EPA 608 | 1 | 10 | \$118.00 | \$118.00 |
| W Hexachlorobenzene | EPA 608 | 1 | 10 | \$82.00 | \$82.00 |
| W Hg LL Diss 245.1 | EPA 245.1 | 1 | 10 | \$50.00 | \$50.00 |
| W Hg LL Total 245.1 | EPA 245.1 | 1 | 10 | \$50.00 | \$50.00 |
| Parameter | Method | Quantity | TAT (days) | Unit Price | Extended Price |
| W Hg Methyl | - | 1 | 10 | \$675.00 | \$675.00 |
| W Inhibitory Substan | SM9020B | 1 | 10 | \$395.00 | \$395.00 |
| W Iron Bacteria SUB | EPA9240B | 1 | 10 | \$95.00 | \$95.00 |
| W K Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W MBAS- SM5540C | SM5540C | 1 | 10 | \$50.00 | \$50.00 |
| W Mg Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Mn Diss ICP 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Mn Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Mo Diss 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Mo Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Na Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Ni Diss 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Ni Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Ni Total ICP/MS 200.8 | EPA 200.8 | 1 | 10 | \$15.25 | \$15.25 |
| W Nitrate as N 300.0 | EPA 300.0 | 1 | 10 | \$20.00 | \$20.00 |
| W Nitrate as N SM4500 | SM4500-NO3 E | 1 | 10 | \$20.00 | \$20.00 |
| W Nitrate SM4500 | SM4500-NO3 E | 1 | 10 | \$20.00 | \$20.00 |
| W Nitrite 300.0 | EPA 300.0 | 1 | 10 | \$20.00 | \$20.00 |
| W Nitrite as N 300.0 | EPA 300.0 | 1 | 10 | \$20.00 | \$20.00 |
| W Nitrite as N SM4500 | SM4500-NO2 B | 1 | 10 | \$20.00 | \$20.00 |
| W Nitrite SM4500 | SM4500-NO2 B | 1 | 10 | \$20.00 | \$20.00 |
| W Nitrogen Org Calc | SM4500-N | 1 | 10 | \$8.00 | \$8.00 |
| W Nitrogen TotalCalc | SM4500-N | 1 | 10 | \$8.00 | \$8.00 |
| W Nitrogen, Organic | varies | 1 | 10 | \$60.00 | \$60.00 |
| W Nitrogen, Total DW | varies | 1 | 10 | \$60.00 | \$60.00 |

| Parameter | Method | Quantity | TAT (days) | Unit Price | Extended Price |
|---------------------------------|---------------|----------|------------|------------|----------------|
| W Nitrogen, Total WW | varies | 1 | 10 | \$60.00 | \$60.00 |
| W NO2+NO3 as N | SM4500-NO3 E | 1 | 10 | \$40.00 | \$40.00 |
| W NO2+NO3 as N Calc | EPA 300.0 | 1 | 10 | \$8.00 | \$8.00 |
| W O&G | EPA 1664A | 1 | 10 | \$59.00 | \$59.00 |
| W Odor 140.1 | EPA 140.1 | 1 | 10 | \$10.00 | \$10.00 |
| W Orthophosphate SM4500 | SM4500-P E | 1 | 10 | \$29.00 | \$29.00 |
| W pH | SM4500-H+ B | 1 | 10 | \$10.00 | \$10.00 |
| W Phenolics Total | EPA 420.1 | 1 | 10 | \$37.00 | \$37.00 |
| W Phos Diss SM4500 | SM4500-P E | 1 | 10 | \$32.00 | \$32.00 |
| W Phos Total SM4500 | SM4500-P E | 1 | 10 | \$25.00 | \$25.00 |
| W Phosphate Diss SM4500 | SM4500-P E | 1 | 10 | \$32.00 | \$32.00 |
| W Phosphate Tot SM4500 | SM4500-P E | 1 | 10 | \$25.00 | \$25.00 |
| W Primary Inorganics | varies | 1 | 10 | \$146.00 | \$146.00 |
| W Radon SUB | EPA 913 | 1 | 10 | \$95.00 | \$95.00 |
| W Ranges | varies | 1 | 10 | \$65.72 | \$65.72 |
| W SAR | varies | 1 | 10 | \$40.00 | \$40.00 |
| W SAR Calculation | SAR | 1 | 10 | \$8.00 | \$8.00 |
| W Sec Standards | varies | 1 | 10 | \$135.00 | \$135.00 |
| W Silica | SM4500-SiO2 C | 1 | 10 | \$20.00 | \$20.00 |
| W Sn Diss 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Sn Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Solids, TDS SM2540C | SM2540C | 1 | 10 | \$25.00 | \$25.00 |
| W Solids, TSS SM2540D | SM2540D | 1 | 10 | \$20.00 | \$20.00 |
| W Sulfate 300.0 | EPA 300.0 | 1 | 10 | \$15.00 | \$15.00 |
| W Sulfide | SM4500-S D | 1 | 10 | \$53.00 | \$53.00 |
| Parameter | Method | Quantity | TAT (days) | Unit Price | Extended Price |
| W Ti Total ICP 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W TKN SM4500-Norg B | SM4500-NH3 C | 1 | 10 | \$36.00 | \$36.00 |
| W TOC 5310C | SM5310C | 1 | 10 | \$40.00 | \$40.00 |
| W TPH G | 8015GRO | 1 | 10 | \$59.00 | \$59.00 |
| W TPH G 8260 | 8260GRO | 1 | 10 | \$59.00 | \$59.00 |
| W TPH-D | 8015DRO | 1 | 10 | \$59.00 | \$59.00 |
| W Tributyltin SUB | Battelle | 1 | 10 | \$365.00 | \$365.00 |
| W Turbidity | SM2130B | 1 | 10 | \$10.00 | \$10.00 |
| W V Diss 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W V Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Zn Diss 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Zn Total 200.7 | EPA 200.7 | 1 | 10 | \$15.25 | \$15.25 |
| W Zn Total ICP/MS 200.8 | EPA 200.8 | 1 | 10 | \$15.25 | \$15.25 |
| Write On Miscellaneous Analytes | - | 1 | 10 | \$0.00 | \$0.00 |
| Zn Total ICP 6010 | EPA 6010B | 1 | 10 | \$15.25 | \$15.25 |

Exhibit C

Project Activity Codes

| Facility Name | Project-Activity Code |
|--|--|
| Airport-Larkfield-Wikiup Sanitation Zone | A0063W002 wastewater (ww) A0035C018 industrial waste (iw) |
| Flood Zones/Storm Water | Zone 1A: F0173B013 Zone 2A: F0253B013 Zone 3A: F0292B013 Zone 5A: F0315B013 Zone 8A: F0336B013 |
| Geyserville Sanitation Zone | G0039W002 ww G0035C018 iw |
| Mirabel and Wohler Water Transmission, Regional Water Quality Control Board | Production/Treatment: T1002W002 Transmission/Storage: T1003W002 Plains Wells: T1004W002 |
| Occidental County Sanitation District | O0045W002 ww O0035C018 iw |
| Russian River County Sanitation District | R0099W002 ww R0035C018 iw |
| Sea Ranch Sanitation Zone | H0040W002 ww |
| Estuary | T0246D015 |
| Russian River - Mainstem | T0246B011 |
| Other tasks/facilities | Sonoma Water will provide Code(s) as needed |
| Sonoma Valley County Sanitation District | V0112W002 ww V0035C018 iw* |
| <i>* iw is sometimes billed to alternate accounts, as directed by Project Manager:</i> | |
| Sonoma Developmental Center | V0029B011 |
| Vella Cheese | V0031B011 |
| Sonoma Mission | V0032B011 |
| Valley of The Moon | V0033B011 |
| Sebastiani | V0034B011 |
| Sonoma Valley Hospital | V0039B011 |
| DIAGEO | V0040B011 |

Exhibit D

Insurance Requirements

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

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

1. **INSURANCE**

- 1.1. Workers Compensation and Employers Liability Insurance
 - a. Required if Consultant has employees as defined by the Labor Code of the State of California.
 - b. 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.
 - e. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.
- 1.2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water. Consultant is responsible

for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of operations by or on behalf of Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance: Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limit: \$1,000,000 per claim or per occurrence; \$2,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance by Sonoma Water.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation

coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

- e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

1.5. Standards for Insurance Companies

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

1.6. Documentation

- a. The Certificate of Insurance must include the following reference: TW 24/25-030.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, or 1.4 above.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, 404 Aviation Boulevard, Santa Rosa, California 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

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

1.8. Material Breach

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

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

DRAFT

Exhibit E

Approved Subconsultants

| Subconsultant | Test(s) to be performed |
|--|---|
| Basic Laboratory - Elap #1677 2218 Railroad Ave. Redding, CA 96001 ph. 530-243-7234 fax 530-243-7494 | ULL Hg |
| Brelje & Race - Elap #1243 425 South E Street Santa Rosa, CA 95401 ph 707-544-8807 fax 707-544-5736 | Iron Bacteria |
| BSK Analytical Labs - Elap #1180 1414 Stanislaus St. Fresno, CA 93706 ph. 559-497-2888 fax 559-485-6935 | Chlorate Chromium, Total Screen Perchlorate |
| FGL Laboratories - Elap #1573 853 Corporation St. Santa Paula, CA 93061-0272 ph 805-392-2000 fax 805-525-4172 | 1,2,3-TCP Radon |
| Forensic Analytical - Elap #1202 3777 Depot Rd., Suite 409 Hayward, CA 94545 ph 510-887-8828 | Asbestos |
| Frontier Analytical - Nelap #02113CA 5172 Hillside Circle El Dorado Hills, CA 95762 ph. 916-934-0900 fax 916-934-0999 | Dioxins PCB congeners |

| Subconsultant | Test(s) to be performed |
|--|---|
| McCampbell Analytical - Elap #1644 110 2nd Ave. South #D7 Pacheco, CA 94553-5560 ph. 925-798-1620 Fax 925-798-1622 | EPA 610/8310 Tributyltin PNA/610 Cr6 |
| North Coast Labs - Elap #1247 5680 West End Road Arcata, CA 95521 ph. 707-822-4649 fax 707-822-6831 | Diazinon - 8141 Diuron Alachlor 505 |
| Weck Laboratories - Elap #1132 14869 E. Clark Ave. City of Industry, CA 91745 ph. 626-336-2139 fax 626-336-2634 | NDMA |