

**BLANKET PURCHASE ORDER AGREEMENT**  
**QB240054 FOR AS NEEDED WATER TANK AND**  
**SEWER MAINTENANCE /REPAIR**

v. 12-4-19

This agreement ("Agreement"), dated as of October 1, 2024 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Miksis Services, Inc (hereinafter "Contractor").

This Agreement is entered by and on behalf of the County. Notwithstanding, the County intends for this Agreement to be available to the Sonoma County Water Agency, the Sonoma County Community Development Commission, and the Sonoma County Agricultural Preservation and Open Space District ("affiliated entities"). Such affiliated entities are intended beneficiaries of the right to obtain as-needed goods/services in accordance with this Agreement. Supplier acknowledges and agrees that such affiliated entities may obtain services pursuant to this Agreement on the same terms and conditions stated herein. In the event any such affiliated entity so elects, said entity shall be entitled to all rights, privileges, and responsibilities of County as stated herein, and all references to "County" shall be deemed to mean and apply to the affiliated entity. In such event, said affiliated entity, and not County, shall be solely responsible for its obligations and any liabilities arising under the Agreement and/or its particular work order. Further, notice designations and deliverables otherwise due County (including certificates of insurance and additional insured provisions) shall be conformed and submitted in the name and for the benefit of the contracting affiliate entity.

**R E C I T A L S**

WHEREAS, Contractor represents that it is a duly qualified certified, licensed services provider, experienced in water tank and sewer maintenance and repair;

WHEREAS, in the judgment of the County of Sonoma Board of Supervisors, it is necessary and desirable to secure Contractor to be available for such services.

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 **Contractor's Specified Services.** Contractor shall perform as needed water tank, sewer and related maintenance and repairs. All services shall be performed via task order (Exhibit C- Sample Task Order) on an as-needed basis as determined by County in its sole discretion. For actual requests for work and specific service requirements, Contractor shall provide a written quote based on service need provided by the requesting County department or affiliate. All quotes shall be consistent with and be deemed to incorporate the terms and conditions of this Agreement, including hourly rates. If approved in writing by the requesting County department or affiliate,

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Contractor shall then provide the requested services pursuant to and incorporating all terms and conditions of this Agreement. In no event shall Contractor be paid for services without specific written County department or affiliate approval of a requested quote.

No amount of services or task orders are guaranteed. Nothing herein grants Contractor any exclusive right to provide any services, and County reserves all right and discretion to obtain any and all services from other providers.

1.2 Cooperation With County. Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3 Performance Standard. Contractor 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 Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor 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 Contractor'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 Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor 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. Contractor 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 Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- b. [INTENTIONALLY OMITTED]
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1 Rates. Shall be based off the attached Exhibit A – Rate Sheet. For work covered

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under this agreement County agrees to pay and Contractor agrees to accept the sum defined in the Contractor's submitted project quote. Payment shall be made on a lump sum basis. Quoted Rates shall be all-inclusive for all expenses and costs of services, including all costs of labor, fuel, vehicles and equipment, and travel.

**2.2 Accounts and Billing.** Contractor shall maintain separate accounts for each department, division, or affiliate that requests services pursuant to this Agreement. Bills shall be submitted separately for each department, division, and affiliate that has requested services. Contractor shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the department, division, or affiliate receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) Department information including Department name, Division name (if applicable), Department's accounting reference number, address of pick up, date of pick up, volume of pick up and type of boxes; and (iii) Cost of service. Expenses not expressly authorized by the Agreement shall not be reimbursed.

**2.3 Payments.** For work covered under this agreement County agrees to pay and Contractor agrees to accept the sum defined in the Contractor's submitted project quote. Payment shall be made on a lump sum basis. Contractor 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.

**2.4 Withholdings.** Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor 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 Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor 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 Contractor 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, Contractor 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 September 30,, 2028, with the option to extend for two (2) additional one (1) year periods unless terminated earlier in accordance with the provisions of Article 4 below.

#### **4. Termination.**

**4.1 Termination For Convenience.** 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 or any Task Order by giving 5 days written notice to Contractor.

**4.2 Termination for Cause.** Notwithstanding any other provision of this Agreement, should Contractor 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 or any Task Order, County may immediately terminate this Agreement or any Task Order by giving Contractor 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, Contractor, 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 Contractor or Contractor's subcontractors, Contractors, 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 or any Task Order by County, Contractor 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 Contractor 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, Contractor 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 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 or the Task Order by Contractor.

**4.5 Authority to Terminate.** The Board of Supervisors has the authority to terminate this Agreement or any Task Order on behalf of the County. In addition, the Purchasing Agent, in consultation with County Counsel, shall have the authority to terminate this Agreement or any Task Order on behalf of the County.

**5. Indemnification.** Contractor agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to Contractor's or its

agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor'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 Contractor's expense, subject to Contractor'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 Contractor 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, Contractor shall maintain and shall require all of its subcontractors, Contractors, and other agents to maintain, insurance as described in Exhibit B, attached hereto and incorporated herein by this reference.

7. Prosecution of Work. 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 Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor 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. Minor changes, which do not exceed any delegated signature authority and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the appropriate department, division, or affiliate head in a form approved by County Counsel. The Purchasing Agent must authorize all other extra or changed work. 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 Contractor 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 Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor 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 Contractor.

9.1 Standard of Care. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor 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 Contractor's work by County shall not operate as

a waiver or release.

9.2 Status of Contractor. The parties intend that Contractor, 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. Contractor 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, Contractor 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. Contractor 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. Contractor 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 Contractor becomes debarred, Contractor has the obligation to inform the County

9.4 Taxes. Contractor 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. Contractor 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 Contractor'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, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor 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. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor 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. Contractor 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, Contractor 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 Contractor's or such other person's financial interests.

9.7 Prevailing Wage. Pursuant to California Labor Code Section 1770 and following,

Contractor shall pay not less than the prevailing wage rate. Pursuant to Labor Code Section 1773, the general prevailing rate of wages has been determined by the Director of the State Department of Industrial Relations ("Director"). It shall be Contractor's responsibility to contact the Department of Industrial Relations at (415) 703-4774 for General Prevailing Wage Rates on specific job classifications. Future effective wage rates which have been predetermined are on file with the California Department of Industrial Relations. Contractor is advised that if it intends to use a craft or classification not on file on the general wage determinations, Contractor may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations. Contractor shall post a copy of the prevailing rates at the jobsite. Contractor shall forfeit to County, as a penalty, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic for each day such laborer, workman or mechanic is paid less than the prevailing rates as determined by the Director for such work or craft in which such worker, is employed for any public work done under this Agreement by Contractor or by any subcontractor under Contractor.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Contractor 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. Contractor 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. Contractor 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, now or later prepared by Contractor in connection with this Agreement. Contractor 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. Contractor'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. Contractor 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 County.

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 Contractor or Contractor's subcontractors, Contractors, 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, Contractor 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. Contractor 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 Contractor.

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. Other than as otherwise stated herein, all notices, bills, payments, and correspondence shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service to the following:

COUNTY:

Sonoma County Purchasing  
2300 County Center Drive Ste.A208  
Santa Rosa, Ca. 95401

CONTRACTOR:

Miksis Services, Inc. DBA  
Rapid Rooter  
PO BOX 591-I  
Healdsburg, Ca. 95448  
Gary Miksis, 707-433-8053



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. Contractor 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. Contractor 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. Other than as for use of this Agreement by the County-affiliated entities as otherwise stated herein, 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 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONTRACTOR:  
Miksis Services, Inc.  
DBA Rapid Rooter

By: [Signature]  
Name: GARY MIKSIS  
Title: President  
Date: 8-19-11

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE  
REVIEWED AND ON FILE:

By: \_\_\_\_\_  
Department Head or Designee  
Date: \_\_\_\_\_

AGREEMENT EXECUTED:

By: \_\_\_\_\_  
Purchasing Agent  
Date

### Exhibit A - Rate Sheet

<b>Plumbing Service</b>	<b>Hourly Labor Rate Per Hour</b>	<b>Comments</b>
Monday – Friday 8:00AM to 5:00PM	<b>\$255 per hour</b>	Prevailing wage rate
Monday – Friday 8:00AM to 5:00PM	<b>\$255 per hour</b>	Prevailing wage rate
Monday – Friday 8:00AM to 5:00PM	<b>\$255 per hour</b>	Prevailing wage rate
Monday – Friday 8:00AM to 5:00PM	<b>\$255 per hour</b>	Prevailing wage rate
Monday – Friday 8:00AM to 5:00PM	<b>\$255 per hour</b>	Prevailing wage rate
Holiday Rates	<b>\$325 per hour</b>	Prevailing wage rate
Overtime Rates	<b>\$325 per hour</b>	Prevailing wage rate

<b>Additional Charges</b>	<b>Price Per Hour / Day</b>	<b>Comments</b>
Vactor Truck	\$436 per hr / \$3488 (8hr day rate)	Prevailing wage rate
Extra Cable (reel)	<b>\$100</b>	
Extra Lines (drain)	<b>\$100 each</b>	Within the same hour
Hydro Machine	\$355 per hour / \$2840 (8hr day rate)	Truck jet or trailer jet
Vacuum Unit	\$436 per hour / \$3488 (8 hour day rate)	Industrial loader (Guzzler)
Phase Separator	<b>\$45 (day rate)</b>	Does not include delivery and pickup
TV Camera (Inspection)	\$375 per hour / \$3000 (day rate)	Prevailing wage rate
Confined Space Entry	\$500 a day / day rate	Equipment only

Hourly labor rate and any equipment rentals begin when serviceman and equipment are on location and working and end when service is completed at job site.

Additional Information:

**Exhibit B**

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive the Agreement.

County 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 Contractor 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. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- b. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- c. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- d. Required Evidence of Insurance:
  - i. Subrogation waiver endorsement; and
  - ii. Certificate of Insurance.

**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: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- 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. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. County of Sonoma, Sonoma County Water Agency and Water Districts, Agriculture and Open Space District, Community Development Commission and their officers and employees shall be endorsed as additional insureds for liability arising out of ongoing and



completed operations by or on behalf of the Contractor in the performance of this Agreement. Additional insured status shall continue for one (1) year after completion of the Work under this Agreement.

- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against County.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- j. Required Evidence of Insurance:
  - i. Copy of the additional insured endorsement or policy language granting additional insured status;
  - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
  - iii. Certificate of Insurance.

### 3. Automobile Liability Insurance

- a. Minimum Limit: \$2,000,000 combined single limit per accident.
- b. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- c. Insurance shall cover all owned, hired and non-owned autos.
- d. The policy shall include an MCS-90 endorsement if required by the Motor Carrier Act of 1980.
- e. The policy shall include a Pollution Liability endorsement (ISO form CA 99 48 or equivalent).
- f. The County of Sonoma, its officers, agents and employees shall be defined as insureds under the policy or shall be endorsed as additional insureds.
- g. Required Evidence of Insurance:
  - i. Copy of the endorsement or policy language indicating that County is an insured;
  - ii. Copy of the MCS-90 endorsement if required;
  - iii. Copy of pollution liability endorsement; and
  - iv. Certificate of Insurance.

### 4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$2,000,000 per pollution incident; \$4,000,000 annual aggregate. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- b. The insurance shall cover:
  - i. bodily injury, sickness, disease, sustained by any person, including death;
  - ii. property damage, including physical injury to or destruction of tangible property

- including the resulting loss of use thereof;
  - iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
  - iv. defense costs, including costs, charges, and expenses incurred in the investigation, adjustment, or defense of claims; and
  - v. liability assumed by Contractor under a written contract or agreement.
- 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. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
  - d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
  - e. Insurance shall be continued for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
  - f. County of Sonoma, Sonoma County Water Agency and Water Districts, Agriculture and Open Space District, Community Development Commission and their officers and employees shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. Additional insured status shall continue for one (1) year after completion of the Work.
  - g. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
  - h. The policy shall cover inter-insured suits between the Contractor and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.
  - i. Required Evidence of Insurance:
    - i. Additional insured endorsement or policy language granting additional insured status;
    - ii. Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and
    - iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

## 5. 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.

## 6. Documentation

- a. The Certificate of Insurance must include the following reference: QB240054
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.



- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees  
Attn: Sonoma Public Infrastructure  
2300 County Center Dr. Ste A208  
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. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

**7. Policy Obligations**

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

**8. Material Breach**

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



County Master BPO Agreement #: \_\_\_\_\_  
 Contractor Quote Number: \_\_\_\_\_

## Master Blanket Purchase Order Agreement - Order

Reference is made to the following Master Blanket Purchase Order (“BPO”) Agreement (“Contract”) between the County of Sonoma (“County”) and the below-named contractor/supplier (“Contractor”).

Contractor shall perform the services, tasks, and/or work described below (“Work”), within the times or by the dates provided for herein. By executing this Order, the parties agree to be bound by all terms and conditions of that certain County of Sonoma BPO # QB240009 as though such Contract was entered into by and between the County and Contractor for the Work.

County of Sonoma BPO # QB240009 and all terms and conditions set forth therein are hereby incorporated into this Order for the benefit of the County, who is hereby granted the same rights, privileges and obligations granted to the County of Sonoma under such Contract.

Prior to commencement of the Work hereunder, Contractor agrees to provide evidence of insurance as required by the Contract for the benefit of County, which insurance shall name County as an additional insured.

<b>PROJECT/TASK NAME:</b>	<b>LOCATION:</b>
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<b>DEPARTMENT/AGENCY LEAD:</b> All invoices and formal notices shall be sent Attention of stated Lead and named Department			
Project Lead Name:	Dept./Agency:	Email:	Phone:

<b>CONTRACTOR:</b>			
Company Name:	Lead Contact:	Email:	Phone:

Key Personnel (if applicable):	Email:
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Authorized Subcontractors (if applicable) (Subcontractors must also provide insurance as referenced above):

<b>SCOPE OF WORK AND RATES/PRICE:</b>
Work/Project-Specific Requirements:

Deliverables:



Timeframe: Start Date(s): \_\_\_\_\_ End Date(s) (or) Ongoing Reports: \_\_\_\_\_  
Until Notified by County:

Rates/Price/Compensation:  Per Contract  Prevailing Wage Rates  
 See Attached Scope/Quote/Estimate for Applicable Terms and Conditions  
 Other: \_\_\_\_\_

In the event of any conflict between any attachment and this Order, the provisions of this Order shall control. In the event of any conflict between this Order and the Contract (Master Blanket Purchase Order Agreement), the Contract shall control.

<b>SUPPLIER / CONTRACTOR:</b>	<b>DEPT / AGENCY:</b>
BY: _____ SUPPLIER/CONTRACTOR SIGNATURE	BY: _____ PROJECT LEAD SIGNATURE
BY: _____ PRINT NAME	_____ DATE
_____ DATE	BY: _____ AUTHORIZED SIGNATURE
	_____ DATE