

DRAFT Second Amended and Restated Agreement for Biosolids Removal and Related Services

This second amended and restated agreement ("Second Amended and Restated Agreement" or "Agreement") is by and between **Sonoma County Water Agency**, a body corporate and politic of the State of California ("Sonoma Water") and **Synagro-WWT, Inc.**, a Maryland corporation ("Service Provider"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 6.1.

RECITALS

- A. Service Provider certifies that it is a Maryland corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified biosolids management firm, experienced in biosolids removal and related services.
- B. Sonoma County Water Agency owns, operates, and manages Airport/Larkfield/Wikiup Sanitation Zone ("Zone").
- C. The Airport Wastewater Treatment Plant does not utilize a biosolids removal process and therefore requires regular biosolids removal (Removal Event). Each Removal Event requires mobilization, furnishing of necessary permits, equipment, labor, and materials for removal of the biosolids from either a single or several sludge treatment pond(s) (depending on accumulation), and then demobilization.
- D. The intent of each Removal Event is to remove accumulated biosolids from one or more sludge treatment ponds in the minimum amount of time so that the emptied pond may be returned to service with the maximum solids storage and treatment capacity after being emptied.
- E. Under this Agreement, Service Provider will obtain the necessary permits, mobilize and demobilize removal equipment, remove biosolids from sludge treatment ponds, dewater extracted material, convey material to dump trucks, weigh extracted loads, sample material, dispose material, clean spills, and provide necessary work plans.
- F. Sonoma Water and Service Provider first entered into this Agreement on August 10, 2020, in the amount of \$1,260,000.
- G. The First Amended and Restated Agreement added \$525,000 to the cost for additional biosolids removal during the 2022 and 2024 Removal Events for a new Agreement total of \$1,785,000 and no change to the term end date.
- H. This Second Amended and Restated Agreement increases the amount by \$414,000 for additional biosolids removal during the 2024 Removal Event for a new not-to-exceed Agreement total of \$2,199,000 and no change to the term end date.
- I. This Second Amended and Restated Agreement supersedes all previous agreements and amendments between the parties.

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: Estimated Budget for Scope of Work
- d. Exhibit D: Insurance Requirements

3. SCOPE OF SERVICES

3.1. *Service Provider's Specified Services:* Service Provider shall perform the services described in Exhibit A (Scope of Work), within the times or by the dates provided for in Exhibit A and pursuant to Article 10 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

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

Sonoma Water	Service Provider
Project Manager: George Lincoln 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 521-1808 Email: George.Lincoln@scwa.ca.gov	Contact: John Pugliaresi 435 Williams Court, Suite 100 Baltimore, MD 21220 Phone: (650) 333-0729 Email: jpugliaresi@synagro.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap.agreements@scwa.ca.gov	Same address as above

3.3. *Performance Standard and Standard of Care:* Service Provider 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 Service Provider's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Service Provider as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Service Provider'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 Service Provider to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Service Provider to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7 (Termination); or (d) pursue any and all other remedies at law or in equity.

3.4. *Assigned Personnel:*

- a. Service Provider 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 Service Provider to perform work hereunder, Service Provider 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. Service Provider 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 Service Provider's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Service Provider's control, Service Provider shall be responsible for timely provision of adequately qualified replacements.

4. **SAFETY**

- 4.1. *Site Safety Officer.* Prior to commencement of work, Service Provider shall designate a Site Safety Officer (SSO) and alternate SSO for this work and shall provide the names, telephone and/or cellular/pager numbers of both SSOs to Project Manager. Both SSOs shall be employees of Service Provider.
- 4.2. *Safety Orders.* All work shall be performed in accordance with the California Code of Regulations (CCR) Title 8, Division 1, Chapter 4 - Industrial Safety Orders and all other applicable laws to ensure the safety of the public and those performing the work.

4.3. *Safety Plan and Program.*

- a. *Scope:* Service Provider shall furnish a copy of an Injury and Illness Prevention Program (IIPP), a Site-Specific Safety and Health Plan (SSHP), for this work. Service Provider shall also provide copies of applicable Material Safety Data Sheets and information regarding the SSO as described below. Plans, programs, and other information described herein shall be furnished to Sonoma Water's Project Manager prior to commencement of work.
- b. *Injury and Illness Prevention Program:* Service Provider's IIPP shall conform with the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, §3203), and the California Labor Code (§6401.7).
- c. *Site-Specific Safety and Health Plan and Monitoring:* The SSHP shall describe health and safety procedures to be implemented during all phases of work in order to ensure safety of the public and those performing the work. The SSHP shall be modeled after the guidelines for a SSHP listed in CCR Title 8, Division 1, Chapter 4, Subchapter 7, section 5192, Item (b)(4).

5. **PAYMENT**

5.1. *Total Costs:*

- a. Total costs under this Agreement shall not exceed \$2,199,000.
- b. Year One costs shall not exceed \$525,000.
- c. Year One and Year Three costs combined shall not exceed \$1,125,000.
- d. Year One, Year Three, and Year Five costs combined shall not exceed the total cost of the Agreement.

5.2. *Method of Payment:* Service Provider shall be paid in accordance with the following terms:

- a. Service Provider shall be paid in accordance with Exhibit B (Schedule of Costs). Billed rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit B.
- b. Service Provider shall not be entitled to reimbursement for expenses incurred in completion of the services.

5.3. *Invoices:* Service Provider 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. Service Provider name.
- b. Agreement title and TW 19/20-113B.
- c. Sonoma Water's Project-Activity Code A0087C004.
- d. Task performed with an itemized description of services rendered by date.
- e. Summary of work performed by subconsultants, as described in Paragraph 16.4.

- 5.4. *Cost Tracking:* Service Provider has provided an estimated breakdown of costs, included in Exhibit C (Estimated Budget for Scope of Work). Exhibit C will only be used as a tool to monitor progress of work and budget. Actual payment will be made as specified in Paragraph 5.2 above.
- 5.5. *Rate Changes:*
- a. The unit costs shall be adjusted on May 1 of each year for Work provided on or after May 1 of that year. No adjustments shall be made until May 1, 2021, unless agreed to in writing by both parties. The adjustment to compensation shall be as follows: The unit price for Mobilization/Demobilization and for Biosolids Removal shall be increased or decreased by the change as measured by annual change as to the U.S. Department of Labor Bureau of Labor Statistics All Urban Consumer Price Index – San Francisco Bay Area (CPI) from April of the preceding year through April of the preceding year. The unit costs shall be adjusted by ninety (90) percent of the CPI change during that period except that the adjustment in any one-year shall not exceed five (5) percent of the unit costs during that period. To obtain the appropriate CPI table, enter the Series ID CUURS49BSA0 on the Bureau of Labor website at <http://data.bls.gov/cgi-bin/srgate>.
 - b. The biosolids removal and disposal base price (in \$/dry ton as set forth in Exhibit B Schedule of Costs) shall be increased or decreased by \$0.05 for every \$0.01 change in the base price for Ultra Low Sulfur Diesel from the previous year. The increase or decrease will be determined using the base price for the week that includes April 15 of the previous and current year. The base price for California is identified in the United States Energy Information Administration “Weekly Retail On-Highway Diesel Prices” diesel fuel price index. The index is available on the Internet website http://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_sca_w.htm.
 - c. For the year 2024 event, the biosolids removal and disposal unit price shall be increased by \$78.00 per dry ton (from \$1,380 per dry ton to \$1,458.00 per dry ton) to account for the unforeseen elimination of the Solano County Land Application program and the additional cost of transportation to alternate sites, including but not limited to the Silva Ranch application site in Sacramento County.
- 5.6. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 5.7. *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 Service Provider for services performed within the State of California under this

Agreement, for payment and reporting to the California Franchise Tax Board, if Service Provider 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 Service Provider does not qualify, as described in Paragraph 5.7.a, Sonoma Water requires that a completed and signed Form 587 be provided by Service Provider in order for payments to be made. If Service Provider is qualified, as described in Paragraph 5.7.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, Service Provider agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 17 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Service Provider has the option to provide Sonoma Water with either a full or partial waiver from the State of California.

5.8. *Funding:*

- a. Funding for this Agreement is as follows:

<i>Fiscal Years</i>	<i>Appropriation</i>
2020/2021	\$525,000
2021/2022	\$0
2022/2023	\$600,000
2023/2024	\$175,000
2024/2025	\$899,000

- b. Availability of Funding in Subsequent Fiscal Years:
- 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.
 - 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 7 (Termination) or offer an amendment to Service Provider to reflect the reduced amount.

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

6.1. *Term of Agreement:*

- a. This Agreement shall expire on June 30, 2025, unless terminated earlier in accordance with the provisions of Article 7 (Termination).

- b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Service Provider thirty days in advance of the expiration date noted in this Article and of the first extension option.
 - c. Sonoma County Water Agency's General Manager shall have the ability to extend the term of this Agreement for two additional years by providing written notice to Service Provider 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 Service Provider.
- 6.2. *Commencement of Work:* Service Provider is authorized to proceed immediately with the performance of this Agreement upon the Effective Date of this Agreement.

7. TERMINATION

- 7.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma County Water Agency's General Manager.
- 7.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 90 days written notice to Service Provider.
- 7.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Service Provider 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 Service Provider written notice of such termination, stating the reason for termination.
- 7.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Service Provider, 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 Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement subject to Paragraph 13.9 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 7.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Service Provider 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 Service Provider 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 Service Provider shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 7.3, Sonoma Water shall deduct from such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Service Provider.

8. INDEMNIFICATION

- 8.1. Service Provider agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency, and to indemnify, hold harmless, and release Sonoma County Water Agency, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Service Provider, that arise out of, pertain to, or relate to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Service Provider's obligations under this Article 8 apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency. Sonoma County Water Agency shall have the right to select its legal counsel at Service Provider's expense, subject to Service Provider'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 Service Provider or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

9. INSURANCE

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

10. PROSECUTION OF WORK

- 10.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Service Provider's performance of this

Agreement shall be extended by a number of days equal to the number of days Service Provider has been delayed.

11. EXTRA OR CHANGED WORK

- 11.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. 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 Service Provider 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 Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

12. CONTENT ONLINE ACCESSIBILITY

- 12.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 12.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water managed or Sonoma Water funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 12.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the internet, public outreach materials), Service Provider shall include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g., Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).
- 12.4. *Alternate Format:* When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Service Provider shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Service Provider agrees to cooperate with Sonoma Water staff in the development of alternate document formats to

maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.

- 12.5. *Noncompliant Materials; Obligation to Cure:* Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Service Provider. 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 Service Provider in writing. Upon such notice, Service Provider shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 7 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Service Provider for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Service Provider shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- 12.6. *Sonoma Water's Rights Reserved:* Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

13. REPRESENTATIONS OF SERVICE PROVIDER

- 13.1. *Status of Service Provider:* The parties intend that Service Provider, 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. Service Provider is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 7 (Termination), Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 13.2. *No Suspension or Debarment:* Service Provider 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. Service Provider 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.

- 13.3. *Taxes:* Service Provider 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. Service Provider 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 Service Provider'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, Service Provider agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 13.4. *Records Maintenance:* Service Provider 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. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder.
- 13.5. *Conflict of Interest:* Service Provider 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. Service Provider 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, Service Provider shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 13.6. *Statutory Compliance/Living Wage Ordinance:* Service Provider 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, Service Provider expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the

Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

- 13.7. *Nondiscrimination:* Service Provider shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.
- 13.8. *Assignment of Rights:* Service Provider assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Service Provider in connection with this Agreement. Service Provider 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. Service Provider'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. Service Provider 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.
- 13.9. *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 Service Provider or Service Provider's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of Sonoma Water. Sonoma Water shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Service Provider shall promptly deliver to Sonoma Water all such documents, which have not already been provided to Sonoma Water in such form or format as Sonoma Water deems appropriate. Such documents shall be and will remain the property of Sonoma Water without restriction or limitation. Service Provider may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of Sonoma Water.
- 13.10. *Zone Liability:* The term "Zone" or "Zones" as used in this Paragraph 13.8 shall mean any applicable Sanitation Zone, as described in Recital B of this Agreement. To the extent any work under this agreements relates to Zone activities, Service Provider shall be paid exclusively from Zone funds. Service Provider agrees that Service Provider shall make no claim for compensation for Service Provider's

services against other funds available to Sonoma County Water Agency and Service Provider expressly waives any right to be compensated from other funds available to Sonoma County Water Agency. In addition, Service Provider acknowledges that West's Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma County Water Agency based on causes of action arising from Zone activities may be made only from funds of that Zone.

14. PREVAILING WAGES

- 14.1. *General:* Service Provider shall pay to any worker on the job for whom prevailing wages have been established an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and Sonoma Water to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Service Provider shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed, in addition to all other job site notices prescribed by regulation. Copies of the prevailing wage rate of per diem wages are on file at Sonoma Water and will be made available to any person upon request.
- 14.2. *Subcontracts:* Service Provider shall insert in every subcontract or other arrangement which Service Provider may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code section 1775(b)(1), Service Provider shall provide to each Subcontractor a copy of sections 1771, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code.
- 14.3. *Compliance Monitoring and Registration:* This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Service Provider shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Service Provider and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

- 14.4. *Compliance with Law:* In addition to the above, Service Provider stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, section 16000, et seq.

15. DEMAND FOR ASSURANCE

- 15.1. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article 15 limits Sonoma Water's right to terminate this Agreement pursuant to Article 7 (Termination).

16. ASSIGNMENT AND DELEGATION

- 16.1. *Consent:* Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- 16.2. *Subcontracts:* Notwithstanding the foregoing, Service Provider 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.
- 16.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 16.2 will be utilized, Service Provider may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 16.3. The following provisions apply to any subcontract entered into by Service Provider other than those listed in Paragraph 16.2:
- a. Prior to entering into any contract with subconsultant, Service Provider shall obtain Sonoma Water approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in

Article 8 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.

- 16.4. *Summary of Subconsultants' Work:* Service Provider shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 5.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

- 17.1. *Method of Delivery:* All notices, bills, and payments shall be made in writing and shall be given by personal delivery, U.S. Mail, courier service, or electronic means. Notices, bills, and payments shall be addressed as specified in Paragraph 3.2.
- 17.2. *Receipt:* When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by electronic means, the notice, bill, or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill, or payment is deposited in the U.S. mail and postmarked on the date of the electronic transmission (for a payment, on or before the due date), (2) the sender has a written confirmation of the electronic transmission, and (3) the electronic transmission is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 17.

18. MISCELLANEOUS PROVISIONS

- 18.1. *No Bottled Water:* In accordance with Sonoma Water Board of Directors Resolution No. 09-0920, dated September 29, 2009, no Sonoma Water funding shall be used to purchase single-serving, disposable water bottles for use in Sonoma Water facilities or at Sonoma Water-sponsored events. This restriction shall not apply when potable water is not available.
- 18.2. *No Waiver of Breach:* The waiver by Sonoma Water of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 18.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any

violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Service Provider 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. Service Provider and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

- 18.4. *Consent:* Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 18.5. *No Third-Party Beneficiaries:* Except as provided in Article 8 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 18.6. *Applicable Law and Forum:* This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or in the forum nearest to the City of Santa Rosa, in the County of Sonoma.
- 18.7. *Captions:* The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 18.8. *Merger:* This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure section 1856. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 18.9. *Survival of Terms:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- 18.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.
- 18.11. *Counterpart; Electronic Signatures:* The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an

original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal 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 19/20-113B

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

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: _____

Sonoma County Water Agency

Synagro-WWT, Inc., a Maryland corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
July 9, 2024

By: _____
Name: _____

Title: _____

Date: _____

Date: _____

DIR Registration #: 1000006919

Exhibit A

Scope of Work

1. SCHEDULE OF REMOVAL EVENTS

- 1.1. Prior to commencing work for any given Removal Event during the term of this Agreement, coordinate with Sonoma Water as to the schedule for conducting the work, the estimated amount of biosolids to be removed, and which treatment pond(s) will be involved.
- 1.2. Schedule of Removal Events.
 - a. For each Removal Event, follow the tasks outlined in Section 2 below.
 - b. Removal Events schedule:

Removal Event	Earliest Start Date	Latest Completion Date	Estimated Biosolids to be Removed, Dry Tons
2020	July 1, 2020	November 1, 2020	385
2022	July 1, 2022	November 1, 2022	400
2024	July 1, 2024	November 1, 2024	662

2. TASKS

- 2.1. Task 1: Obtain Permits
 - a. Obtain and pay for required permits. Provide copies of permits to Sonoma Water, if requested.
- 2.2. Task 2: Biosolids Removal from Treatment Ponds
 - a. Work includes mobilization, de-mobilization, set up, assembly and dismantling of piping and/or hoses, wash equipment, placement and removal of dredge in and out of the treatment pond, removing biosolids from treatment ponds at the treatment plant, loading or drying, land apply biosolids, or transport biosolids to other authorized facilities for permitted disposal in a manner that complies with local, state, and federal requirements.
 - i. Extract biosolids from Sonoma Water-operated treatment pond.
 - ii. Convey biosolids to dewatering equipment via a float line connecting the dredge output to the dewatering equipment.
 - iii. Operate equipment in a manner to not damage treatment pond, equipment or apparatuses within treatment pond, or inhibit treatment facility operations.

- 2.3. Task 3: Dewatering
- a. Return process liquids to the treatment process as directed by Sonoma Water.
 - b. Convey the dewatered cake material to dump trucks or other vehicle capable of lawful travel on California roads and highways.
- 2.4. Task 4: Weighing
- a. Develop and execute a plan to weigh each empty truck, trailer/bin, and each full load of dewatered cake material, noting the percent solids in each load. Submit deliverable per Paragraph 3 below.
 - b. Provide electronic and written records including truck ID/weight, date, time, and certified biosolids weight of transported materials.
 - c. Totalize and provide copies of all or dry solids removed from treatment pond(s).
- 2.5. Task 5: Sampling
- a. Develop a sampling plan to ensure biosolids transported, land applied, or hauled to authorize treatment facility(ies) complies with local, state, and federal requirements. Submit deliverable per Paragraph 3 below.
- 2.6. Task 6: Disposal
- a. Prior to biosolids removal and dewatering, locate and coordinate lawful disposal of the cake material. Provide material testing and documentation to satisfy the disposal site requirements. Provide copies of documentation to Sonoma Water. Operate vehicles (in and off site), including transport trucks, in a lawful manner at all times, and ensure vehicles do not cause odor nuisance or track-out of material.
 - b. Submit plan to track wet and dry biosolids hauling and disposal weights. Submit deliverable per Paragraph 3 below.
- 2.7. Task 7: Power
- a. Provide necessary equipment and fuel to provide electrical power to operate needed equipment.
- 2.8. Task 8: Clean-up
- a. Clean up spilled biosolids outside of the treatment pond and drying beds and return to the dewatering equipment hopper as soon as possible and in no case longer than daily. Remove materials, garbage, and debris resulting from this work from the site and dispose of in a lawful manner, to the satisfaction of Sonoma Water.
- 2.9. Task 9: Spill Containment and Contingency Plan.
- a. Develop and maintain an onsite Spill Containment and Contingency Plan (SCCP), which include procedures to contain and remediate spills caused by equipment failure or malfunction.

3. **DELIVERABLES**

- a. Plans for Tasks 4, 5, and 6.
 - i. Contents. Prepare a plan for each task that includes, but is not limited to, the items below.
 - a) A detailed description of the work to be performed, including methodology, industry standards, and appropriate state and federal regulations.
 - b) Individual plans may be combined and submitted as one deliverable as long as each plan meets its individual requirements.
 - c) Other information to support the plan or as requested by Sonoma Water.
 - ii. Review. Submit each plan to Sonoma Water for review prior to work being performed.
 - a) First Draft: Prepare the plan in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable. Sonoma Water will return the draft plan to Service Provider with comments or approval in writing within 3 calendar days.
 - b) Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft plan and resubmit for Sonoma Water approval.
 - iii. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved plan to Sonoma Water in accordance with the date listed for this deliverable.

Deliverable	Due Date
Draft Weigh Plan	Within 14 calendar days of Effective Date
Final Weigh Plan	Within 5 calendar days of Sonoma Water's approval of draft
Draft Sampling Plan	Within 14 calendar days of Effective Date
Final Sampling Plan	Within 5 calendar days of Sonoma Water's approval of draft
Draft Disposal Tracking Plan	Within 14 calendar days of Effective Date
Final Disposal Tracking Plan	Within 5 calendar days of Sonoma Water's approval of draft
Draft Spill Containment and Contingency Plan	Within 14 calendar days of Effective Date
Final Spill Containment and Contingency Plan	Within 5 calendar days of Sonoma Water's approval of draft

- 3.2. Submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 3.3. Comply with requirements of Article 12 (Content Online Accessibility).
- 3.4. Include Agreement title and TW **19/20-113B** on first page or cover of each deliverable.

Exhibit B

Schedule of Costs

ITEMIZED RATES AND COSTS	
Item	Cost
Mobilization/Demobilization	\$88,025.00 per Removal Event
Disposal and hauling (including permits, equipment, labor costs, and reporting)	\$1,135.00 per dry ton

*Note: Rates subject to change per Paragraph 5.5.

Exhibit C

Estimated Budget for Scope of Work

Item	Description	Estimated Quantities	Unit	Proposed Unit Price	Extended Price
1	Year One Mobilization and Demobilization, Bonds and Insurance	1	Each	\$88,025	\$88,025
2	Year One tasks under Section 2 (Tasks) in Exhibit A	385	Dry Ton	\$1,135	\$436,975
3	Year Three Mobilization and Demobilization, Bonds and Insurance	1	Each	\$97,050	\$97,050
4	Year Three tasks under Section 2 (Tasks) in Exhibit A	400	Dry Ton	\$1,251	\$500,400
5	Year Five Mobilization and Demobilization, Bonds and Insurance	1	Each	\$106,995	\$106,995
6	Year Five tasks under Section 2 (Tasks) in Exhibit A	662	Dry Ton	\$1,458	\$966,000

Note: Dry Ton = 2,000 lbs. of solids at 100% solids, 0% moisture.

Exhibit D

Insurance Requirements

Service Provider 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*. Service Provider shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by Sonoma Water. Any requirement for 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 Service Provider 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 Service Provider has employees.
 - b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
 - c. Employers' Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
 - d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Sonoma Water.
 - e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance
 - f. If Service Provider currently has no employees, Service Provider agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should any 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: \$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 Service Provider

maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Service Provider.

- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. Insurance shall be continued for one (1) year after completion of the work.
- e. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of Service Provider in the performance of this Agreement. Additional insured status shall continue for (1) year after completion of the work under this Agreement.
- f. The insurance provided to Sonoma Water *et al.* as additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against Sonoma Water.
- i. The policy shall cover inter-insured suits between the additional insureds and Service Provider and include a "separation of insureds" or "severability" clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status, and
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory, and
 - iii. Certificate of Insurance.

1.3. Automobile Liability Insurance

- a. Minimum Limit: \$2,000,000 combined single limit per accident.
- b. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- c. Insurance shall cover all owned, hired, and non-owned vehicles.
- 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. Sonoma Water , its officers, agents, and employees shall be defined as insureds under the policy or shall be endorsed as additional insureds.
- g. Required Evidence of Coverage:
 - i. Copy of the endorsement or policy language indicating that Sonoma Water is an insured;
 - ii. Copy of the MCS-90 endorsement if required;
 - iii. Copy of pollution liability endorsement; and
 - iv. Certificate of Insurance.

1.4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$2,000,000 per pollution incident; \$4,000,000 annual aggregate. If Service Provider maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Service Provider.
- 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 Service Provider 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 \$25,000 it must be approved in advance by Sonoma Water. Service Provider is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's written request, regardless of whether Service Provider has a claim against the insurance or is named as a party in any action involving Sonoma Water.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the 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. Sonoma County Water Agency, its officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of Service Provider in the performance of this Agreement. Additional insured status shall continue for (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 Service Provider 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.
- 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 19/20-113B.
 - b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Service Provider agrees to maintain current Evidence of Coverage on file with Sonoma Water for the required period of insurance.
 - c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
 - d. Required Evidence of Coverage 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. Service Provider 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, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

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

1.8. Material Breach

- a. If Service Provider 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 Service Provider resulting from said breach. Alternatively, Sonoma Water may purchase the required insurance, and without further notice to Service Provider, Sonoma Water may deduct from sums due to Service Provider any premium costs advanced by Sonoma Water for such insurance. These remedies shall be in addition to any other remedies available to Sonoma Water.