

Standard Blanket Purchase Agreement

AGREEMENT FOR PROFESSIONAL SERVICES

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

This Agreement is entered by and on behalf of the County. Notwithstanding, the County's Purchasing Agent is a designated purchasing agent for various County affiliates, including the Sonoma County Water Agency, and the Sonoma County Community Development Commission. Such entities are intended beneficiaries of the right to obtain as-needed services in accordance with this Agreement. Contractor 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. 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, Consultant represents that it is a duly qualified, licensed, and experienced in the rental of equipment with operator and related services; and

WHEREAS, in the judgment of the Purchasing Agent, it is necessary and desirable to employ the services of Consultant for as needed equipment rentals, and equipment rental with operator to perform maintenance work, and related 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 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, 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.

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

1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

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

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit B Price Sheet. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from January 1, 2024 to December 31, 2024 unless terminated earlier in accordance with the provisions of Article 4 below. The County reserves the right to extend this BPO agreement for four (4) additional one (1) year periods. The County will exercise its option(s) to extend this BPO agreement automatically. It is the Supplier's responsibility to contact Sonoma County Purchasing in writing within thirty (30) days of the annual renewal period should the Supplier elect NOT to extend this BPO agreement.

4. Termination.

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

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall pick up any Consultant provide bins, or containers provided to the County at no additional cost to the County, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Public Infrastructure Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant 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 Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees'

performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department 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 Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum merit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Consultant.

9.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it

being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement 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.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of 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 Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County

deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above- described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

Sonoma County Purchasing Division
2300 County Center Drive
Suite A208
Santa Rosa CA. 95403

TO: CONSULTANT:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

13.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 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.

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

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

EQUIPMENT RENTAL WITH OPERATOR

The County of Sonoma requires qualified suppliers to provide various types of light and heavy equipment, sometimes with provision of experienced licensed operators. The equipment with operator services shall include but not limited to high-weed mowing, bank stabilization, sediment removal, erosion control, re-vegetation, trucking services, and other operated rental equipment services that County may require. These services will be used by multiple departments of the County of Sonoma for throughout the County. Rentals with operator are strictly only to be used for maintenance work as defined by the Department of Industrial Relations; no Public Work projects are to be performed under this agreement.

All services shall be performed via task order (Exhibit F- 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, 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.

SCOPE OF SERVICES

Supplier shall possess the necessary California Contractor License, Class A licenses for equipment transport, and permits for equipment transport.

Proposer shall possess all permits, licenses, and professional credentials necessary to perform services in the State of California.

If supplying crane services, crane operators shall be certified and licensed in compliance with California and federal law including but not limited to certification under Title 8, Section 5006.1 of the California Code of Regulations.

The supplier shall provide the County with rental equipment with operator within forty-eight (48) hours.

For disaster and emergency events the supplier shall provide the County with rental equipment with and without operator within twenty-four (24) hours.

Contractor shall furnish any and all labor, apparatus, and materials necessary for the proper use and operation

For emergency contracts awarded from this solicitation all requests for rental with operator will require a fixed price quotation for work requested in compliance with Federal Regulations.

AVAILABILITY/TRANSPORT HOURS

Majority of services are anticipated to be needed Monday through Friday between 6 a.m. and 5 p.m. and on weekends and holidays when necessary. Hours are subject to change upon 24 hours notification by the County.

During times of emergencies including significant adverse weather, there is a potential that the County may require 24-hour service on short notice. In such cases, the County will allow for overtime charges meeting the following guidelines:

- a. All overtime must be pre-approved by the requesting department.
- b. Overtime will be paid if work is required on the following days: New Year's Day, Easter Sunday, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- c. Overtime will be paid (excluding for travel time*) when hauling materials past 5:00 p.m. and where the driver has worked more than eight hours during that day and when hauling materials before 6:00 a.m.

*Travel time is the amount of time it takes for a driver at the beginning of a shift to drive to the job site locations and the amount of time it takes for the driver at the end of the shift to drive from the job site locations.

BILLABLE HOURS

The County does not pay for any travel time.

Billable hours shall commence when Contractor arrives at the County site and end upon last delivery. All lunch and other breaks, truck or tank washing, break-downs, and maintenance are excluded from billable hours and shall not be charged. Contractor will bill the County on a monthly basis.

PAYMENT

Rental shall be charged only for periods during which equipment is in good operating condition and is actually being used and operated in the performance of County's work, or is being transported at County's request to or from a County job. For emergency contracts awarded from this solicitation all requests for rental with operator will require a fixed price quotation for work requested.

RECORDS

Both Contractor and County shall keep and maintain complete and accurate records concerning the use of Contractor's equipment by County and all such records shall be available for examination by either party at any reasonable time.

Exhibit C

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. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this 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. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's 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. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor 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.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either 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 \$25,000 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. The County of Sonoma, County affiliates, including the Sonoma County Water Agency, and the Sonoma County Community Development Commission 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. The foregoing shall continue to be additional insureds 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; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

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

4. 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.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Blanket Purchase Order agreement # QB240018, and Disaster BPO # QB000103
- b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1 – 3 above.

- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: 2300 County Center Drive Suite A208A, Santa Rosa Ca; 95403.
- d. Contractor shall submit required Evidence of Insurance 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.

6. Policy Obligations

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

7. 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.

Exhibit D

ADDITIONAL REQUIREMENTS

If applicable, pursuant to applicable law and as applied to any “public work” (as defined by California Labor Code section 1720) performed by Contractor (“Work”):

1.1 Prevailing Wage. Pursuant to California Labor Code Section 1770 *et seq.*, for all Work Contractor shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). Up to two hundred dollars (\$200) shall be forfeited as penalty for each calendar day, or portion thereof, for each worker paid less than applicable prevailing wage rates. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute work, as determined by Director of the State of California Department of Industrial Relations and are deemed included in the Proposal Documents. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at www.dir.ca.gov. Prevailing wage requirements can also be found at the General Service’s Purchasing Department, located at 2300 County Center Dr., Suite A208, Santa Rosa, CA 95403. Said rates shall be posted at all public work job sites. 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 (or cause the posting of) all required notices, including those required pursuant to 8 CCR 16451, and shall make them available to any interested party upon request. The difference between such prevailing wage rates and the amount paid each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor. Further, Contractor shall make all applicable travel and subsistence payments to each worker entitled thereto as required pursuant to the Labor Code.

1.2 Subcontracts. Contractor shall insert in every subcontract or other arrangement which Contractor 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), Contractor shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

1.3 Hours of Work. Pursuant to California Labor Code Section 1810 and following, eight (8) hours of labor shall constitute a legal day's work, and workers may not work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815 or as otherwise required by law. Twenty-five dollars (\$25) shall be forfeited as penalty for each worker employed in violation of the provisions of Labor Code sections 1810 *et seq.*

1.4 Bonding Requirements Performance & Payment for Job Orders exceeding \$60,000. In accordance with California Labor Code section 3700, Contractor is required to secure the payment of compensation of its employees and ensure the same by subcontractors and any other third parties. By signing this Agreement, Contractor certifies awareness of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of

that code and certifies they will comply with such provisions before commencing work. Document 006113.13 (Performance Bond Form): To be executed by successful Bidder and surety, in the amount set forth in Document 006113.13 (Performance Bond Form). Submit one original. Document 0062113.16 (Payment Bond Form): To be executed by successful Bidder and surety, in the amount set forth in Document 0062113.16 (Payment Bond Form). Submit one original. County shall have the right to communicate directly with Apparent Low Bidder's proposed performance bond surety, to confirm the performance bond. County may elect to extend the time to receive faithful performance and labor and material payment bonds. Successful Bidder's failure to submit the documents required herein, in a proper and timely manner, entitles County to rescind its award, and to cause Bidder's Bid security to be forfeited as provided herein.

1.5 Payroll Records. All payroll record keeping, availability, certification, and confidentiality requirements set forth in Labor Code section 1776 and 8 CCR sections 16400 et seq. shall be complied with. Accurate records of the work performed, as set forth in Labor Code section 1812, shall be kept, or caused to be kept, including showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by such Contractor and subcontractor(s) in connection with all Work. All work is subject to the requirements of Labor Code section 1771.4 and Title 8, Cal. Code of Regulations Div. 1, Chapter 8, Subchapter 4.5 (starting at 8 CCR §16450), including the requirement to monthly furnish certified payroll records directly to the Labor Commissioner. Work under this Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor has ten (10) days in which to comply subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor fails to comply with the ten-day period, he or she shall, as a penalty to County on whose behalf the contract is made or awarded, forfeit \$100.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated.

1.6 Employment of Apprentices. Prior to commencement of work, Contractor shall contact the Division of Apprenticeship Standards and shall be responsible for compliance with Section 1777.5, 1777.6, and 1777.7 of the Labor Code and Title 8, Cal. Code of Regulations, Div. 1 Chapter 2 concerning the employment of registered apprentices in connection with the Work. Responsibility for compliance with these requirements lies solely with Contractor.

1.7 Registration. Contractors and subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.

1.8 Other Requirements. Contractor shall comply with and/or cause compliance with all requirements specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860, including all requirements to insert required provisions in subcontracts and other third party contracts.

**DOCUMENT 006113.13
PERFORMANCE BOND FORM**

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated _____, is in the penal sum of \$ _____ which is one hundred percent of the Contract Sum], and is entered into by and between the parties listed below to ensure the faithful performance of the construction contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 12, attached to this page. Any singular reference to _____, ("Contractor"), _____, ("Surety"), County of Sonoma, a Political Subdivision of the State of California ("County") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

**[NAME OF PROJECT]
CONTRACT NUMBER #[#]**

At _____, California;

DATED _____, 20____, in the Amount of \$ _____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County for the complete and proper performance of the construction contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the construction contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no County Default, Surety's obligation under this Bond shall arise after:
 - 3.1 County has declared a Contractor Default under the construction contract pursuant to the terms of the construction contract; and
 - 3.2 County has agreed to pay the Balance of the Contract Sum:

- 3.2.1 To Surety in accordance with the terms of this Bond and the construction contract; or
 - 3.2.2 To a contractor selected to perform the construction contract in accordance with the terms of this Bond and the construction contract.
- 4. When County has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 Days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of County, to perform and complete the construction contract (but County may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the construction contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without County's consent; or
 - 4.3 Undertake to perform and complete the construction contract by obtaining bids from qualified contractors acceptable to County for a contract for performance and completion of the construction contract and, upon determination by County of the lowest responsive and responsible Bidder, arrange for a contract to be prepared for execution by County and the contractor selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the construction contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Sum, then Surety shall pay to County the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances and, after investigation and consultation with County, determine in good faith its monetary obligation to County under paragraph 6, below, for the performance and completion of the construction contract and, as soon as practicable after the amount is determined, tender payment therefore to County with full explanation of the payment's calculation. If County accepts Surety's tender under this paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from Contractor Default. If County disputes the amount of Surety's tender under this paragraph 4.4, County may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.
- 5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this bond ten days after receipt of an additional written notice from County to Surety demanding that Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the construction contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.
- 6. Surety's monetary obligation under this bond is limited by the amount of this bond identified herein as the penal sum. This monetary obligation shall augment the Balance of the contract sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of contractor under the construction contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the construction contract for completion of the construction contract and correction of defective work;

- 6.2 The responsibilities of Contractor under the construction contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the construction contract, actual damages caused by non-performance of the construction contract including, but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;
- 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than County or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the construction contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the construction contract, including provisions on changes to the contract. No extension of time, change, alteration, modification, deletion, or addition to the contract documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond, unless such change, alteration, modification, deletion or addition is a cardinal change.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and Contractor regarding the construction contract, or in the courts of the County of Sonoma, or in a court of competent jurisdiction in the location in which the Work is located. Communications from County to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 005213 (Agreement Form). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
12. Definitions.
- 12.1 Balance of the Contract Sum: The total amount payable by County to Contractor pursuant to the terms of the construction contract after all proper adjustments have been made under the construction contract, for example, deductions for progress payments made, and increases/decreases for approved Modifications to the construction contract.
- 12.2 construction contract: The agreement between County and Contractor identified on the signature page of this Bond, including all contract documents and changes thereto.
- 12.3 Contractor Default: Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the construction contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 007200 (General Conditions).
- 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor progress payments due under the construction contract or to

perform other material terms of the construction contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the construction contract.

END OF DOCUMENT

DOCUMENT 006113.16

PAYMENT BOND FORM

THIS CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND ("Bond") is dated [Insert Date], is in the penal sum of [Insert one hundred percent of Contract Sum] and is entered into by and between the parties listed below to ensure the payment of claimants under the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 13, attached to this page. Any singular reference to [Insert Name Of Contractor], ("Contractor"), [Insert Name Of Surety], ("Surety"), the County of Sonoma, a Political Subdivision of the State of California ("County") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

[ENTER CONTRACTOR NAME]_____

Name

[ENTER SURETY NAME]_____

Name

[Enter Address]_____

Address

[Enter Principal Place of Business]_____

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

[NAME OF PROJECT]

CONTRACT NUMBER #[#]

at [Address of Project Location], California;

DATED _____, 20____, in the Amount of \$ _____ (the "Penal Sum")

[Name of Project]

Payment Bond Form

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to County, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided County has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no County Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from

[Name of Project]

Payment Bond Form

the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.

4. Consistent with the California Mechanic's Lien Law, Civil Code §3082, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed there under, or materials or equipment to be furnished there under or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.
9. This Bond shall inure to the benefit of the Claimants. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §3249, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §3184.

[Name of Project]

Payment Bond Form

Project No. [#]

006113.16 - 3

10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to County shall be mailed or delivered as provided in Document 005213 (Agreement Form). Actual receipt of notice by Surety, County or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Mechanic's Lien Law including, but not limited to, Civil Code §§3247, 3248, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions.
 - 13.1.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §3181. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in Civil Code §3248(b).
 - 13.1.2 Construction Contract: The agreement between County and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 13.1.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.

[Name of Project]

Payment Bond Form

END OF DOCUMENT

[Name of Project]

Project No. [#]

Payment Bond Form

006113.16 - 5



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 # _____ as though such Contract was entered into by and between the _____ and Contractor for the Work. County of Sonoma BPO # _____ and all terms and conditions set forth therein are hereby incorporated into this Order for the benefit of the _____, 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 the _____, which insurance shall name _____ as an additional insured.

PROJECT/TASK NAME:	LOCATION:
---------------------------	------------------

DEPARTMENT/AGENCY LEAD: All invoices and formal notices shall be sent Attention of stated Lead and named Department
--

Project Lead Name:	Dept./Agency:	Email:	Phone:
--------------------	---------------	--------	--------

CONTRACTOR:

Company Name:	Lead Contact:	Email:	Phone:
---------------	---------------	--------	--------

Key Personnel (if applicable):	Email:
--------------------------------	--------

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

SCOPE OF WORK AND RATES/PRICE:

Work/Project-Specific Requirements:

Deliverables:

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

Rates/Price/Compensation:	<input type="checkbox"/> Per Contract <input type="checkbox"/> Prevailing Wage Rates <input type="checkbox"/> See Attached Scope/Quote/Estimate for Applicable Terms and Conditions <input type="checkbox"/> 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.

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