

First Amended Agreement for As-Needed Dive Services for Water Supply and Transmission Facilities

This first amended agreement ("First Amended Agreement" or "Agreement") is by and between **Sonoma County Water Agency** ("Sonoma Water") and **Underwater Resources, Inc.**, a California 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 Article 7 (Term of Agreement).

RECITALS

- A. Service Provider represents it is a duly-qualified firm, with expertise in underwater tank coating inspections and related services.
- B. Sonoma Water provides wholesale water supply to approximately 600,000 people in Marin and Sonoma counties in California.
- C. Sonoma Water requires dive services in potable-water-filled tanks and other water supply and transmission facilities on an as-needed basis.
- D. Service Provider uses a technique approved by the American Water Works Association to deploy divers into potable water tanks to complete maintenance and minor repair activities.
- E. Performing maintenance and repairs without draining and refilling the various water system facilities is more efficient and cost effective for Sonoma Water.
- F. Sonoma Water and Service Provider first entered into this Agreement on February 27, 2018.
- G. This First Amended Agreement adds \$50,000 and one year to the Agreement term, for a new Agreement total of \$200,000 and term end of December 31, 2021, to allow Consultant to perform unplanned dive services with adequate funding and time.
- H. In addition, this First Amended Agreement changes occurrences of "Water Agency" to "Sonoma Water."
- I. This First Amended Agreement supersedes all previous agreements 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.

2. LIST OF EXHIBITS

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

- a. Exhibit A: Agreement Memorandum
- b. Exhibit B: Scope of Work
- c. Exhibit C: Schedule of Costs
- d. Exhibit D: Insurance Requirements

3. SONOMA WATER'S REQUEST FOR SERVICES

3.1. *Initiation Conference:* Sonoma Water's Agreement Administrator, George Lincoln, will initiate all requests for services through an Initiation Conference, which may be in person, by telephone, or by email. During the Initiation Conference, the Project Manager and Service Provider will establish and agree on the project information shown in Exhibit A (Agreement Memorandum).

3.2. *Agreement Memorandum:* Sonoma Water will prepare an Agreement Memorandum setting forth the terms for the subject project as established during the Initiation Conference. The Agreement Memorandum will be in the form as set forth in Exhibit A and will be executed by both parties prior to commencement of work.

3.3. *Amount of Work:* Sonoma Water does not guarantee a minimum or maximum amount of work.

4. SCOPE OF SERVICES

4.1. *Service Provider's Specified Services:* Service Provider shall perform the services listed in Exhibit B (Scope of Work) or as requested in the Agreement Memorandum, within the times or by the dates provided in the Agreement Memorandum and pursuant to Article 11 (Prosecution of Work). Service Provider shall provide all necessary manpower and equipment required to carry out the requested services in a professional and expeditious manner.

4.2. *Funding Requirements:* Work under this Agreement may, on occasion, be funded with state, federal, or other funding. On these occasions, the funding entity may impose additional requirements that Service Provider must satisfy. Such requirements will be included in the Agreement Memorandum. By signing the Agreement Memorandum, Service Provider agrees that it will adhere to such requirements in connection with its performance of services, in addition to all of the requirements of this Agreement. In the event of a conflict between a requirement imposed by a funding agency and a requirement of this Agreement, the more stringent requirement shall apply.

4.3. *Contact Information:*

Sonoma Water	Service Provider
Agreement Administrator: George Lincoln 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 521-1808 Email: George.Lincoln@scwa.ca.gov	Contact: Chris Levesque 866 Estabrook Street San Leandro, CA 94577 Phone: (510) 957-5097 Email: chris@urdiving.com
Remit invoices to: Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Remit payments to: Same address as above Attn: Accounts Receivable

4.4. *Cooperation with Sonoma Water:* Service Provider shall coordinate the work with the Project Manager named in the Agreement Memorandum.

4.5. *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 a mutually agreed upon price until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 8 (Termination); or (d) pursue any and all other remedies at law or in equity.

4.6. *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. Sonoma Water understands commercial dive crews require three persons during a shift and any replacements required can only occur between shifts.
- 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. Key personnel shall be as listed in the applicable Agreement Memorandum.
- d. 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.

5. **SAFETY**

- 5.1. *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.
- 5.2. *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.
- 5.3. *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), and a Confined Space Program 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, Section 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).
 - d. *Confined Space Program:* The work site contains permit- and non-permit-confined spaces. Sonoma Water will provide Service Provider with any available information regarding existing permit space hazards, entry operations, and safety information relating to work in the existing permit spaces as set forth in the General Industrial Safety Orders (CCR Title 8,

Division 1, Chapter 4, Subchapter 7, Section 5157). Permit space entry is allowed only through compliance with a permit space program meeting the requirements of Section 5157 of the General Industrial Safety Orders. During entry operations, or at the conclusion of entry operations, Service Provider shall verbally notify Sonoma Water of the permit space program followed and of any hazards confronted or created in permit spaces during entry operations.

6. **PAYMENT**

- 6.1. *Total Costs:* Total costs under this Agreement shall not exceed \$200,000.
- 6.2. *Method of Payment:* Service Provider shall be paid in accordance with the following terms:
 - a. Service Provider shall be paid in accordance with Exhibit C (Schedule of Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit C. Expenses not expressly authorized by the Agreement shall not be reimbursed.
- 6.3. *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. Name of Agreement
 - c. Sonoma Water's Project-Activity Code as listed in the applicable Agreement Memorandum.
 - d. Task performed with an itemized description of services rendered by date
 - e. Time in quarter hours devoted to the task
 - f. Hourly rate or rates of the persons performing the task
 - g. Summary of work performed by subconsultants, as described in Paragraph 17.4
 - h. List of reimbursable materials and expenses
 - i. Copies of receipts for reimbursable materials and expenses
- 6.4. *Timing of Payments:* Unless otherwise noted in this Agreement, payments shall be made within the normal course of Sonoma Water business after presentation of an invoice in a form approved by Sonoma Water for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by Sonoma Water.
- 6.5. *Taxes Withheld by Sonoma Water:*
 - a. Pursuant to California Revenue and Taxation Code (R&TC) section 18662, Sonoma Water shall withhold seven percent of the income paid to 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 6.5.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 6.5.a, then Sonoma Water requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Service Provider agrees to promptly notify Sonoma Water of any changes in the facts. Forms should be sent to Sonoma Water pursuant to Article 18 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.

7. TERM OF AGREEMENT

- 7.1. The term of this Agreement shall be from February 27, 2018 ("Effective Date") until depletion of the not-to-exceed amount listed in paragraph 6.1, or until December 31, 2021, whichever occurs first, unless terminated earlier in accordance with the provisions of Article 8 (Termination).

8. TERMINATION

- 8.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma Water's General Manager.
- 8.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Service Provider.
- 8.3. *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.
- 8.4. *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 14.9

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.

- 8.5. *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 8.3, 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.

9. INDEMNIFICATION

- 9.1. 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 9 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.

10. INSURANCE

- 10.1. 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).

11. PROSECUTION OF WORK

- 11.1. 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.
- 11.2. When work is requested of Service Provider by Sonoma Water, all due diligence shall be exercised and the work accomplished without undue delay, within the performance time specified in the Agreement Memorandum(s).

12. EXTRA OR CHANGED WORK

- 12.1. 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 Water'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.

13. CONTENT ONLINE ACCESSIBILITY

- 13.1. *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.
- 13.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water/County-managed or Sonoma Water/County-funded web site must comply with applicable federal accessibility standards established by 36 C.F.R. section 1194, pursuant to section 508 of the

Rehabilitation Act of 1973, as amended (29 U.S.C. section 794(d)), and Sonoma Water's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

- 13.3. *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).
- 13.4. *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.
- 13.5. *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/County-managed or Sonoma Water/County-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 8 (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.
- 13.6. *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.

14. REPRESENTATIONS OF SERVICE PROVIDER

- 14.1. *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 8 (Termination), Service Provider expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.
- 14.2. *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.
- 14.3. *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.
- 14.4. *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.
- 14.5. *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.

- 14.6. *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.
- 14.7. *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.
- 14.8. *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.
- 14.9. *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.

15. PREVAILING WAGES

- 15.1. *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.
- 15.2. *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 section 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.
- 15.3. *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.

- 15.4. *Compliance with Law:* 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.

16. DEMAND FOR ASSURANCE

- 16.1. 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 8 (Termination).

17. ASSIGNMENT AND DELEGATION

- 17.1. *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.
- 17.2. *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.
- 17.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 17.2 will be utilized, Service Provider may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 17.2. The following provisions apply to any subcontract entered into by Service Provider other than those listed in Paragraph 17.2 above:
- 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 9, (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.

17.4. *Summary of Subconsultants' Work:* Service Provider shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 6.3. 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.

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

- 18.1. *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 4.2.
- 18.2. *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 18.

19. MISCELLANEOUS PROVISIONS

- 19.1. *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.
- 19.2. *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.

- 19.3. *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.
- 19.4. *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.
- 19.5. *No Third-Party Beneficiaries:* Except as provided in Article 9 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 19.6. *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.
- 19.7. *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.
- 19.8. *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.
- 19.9. *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.
- 19.10. *Time of Essence:* Time is and shall be of the essence of this Agreement and every provision hereof.

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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 17/18-003A

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: 10/21/19 JC

Sonoma County Water Agency

Underwater Resources, Inc., a California
corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
March 10, 2020

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

DIR Registration #: 1000005781

Exhibit A

Agreement Memorandum No. _____

TW 17/18-003

Service Provider shall perform the services as outlined in Exhibit B (Scope of Work) of the Agreement and as modified below, if applicable, within the times or by the dates provided for herein.

- A. Date of Initiation Conference:
- B. Project Manager Name:
- C. Project Manager Phone:
- D. Project Manager E-mail:
- E. Project Name:
- F. Project Location:
- G. Project-Activity Code:
- H. Schedule for receipt of deliverables:
 - Draft Report Due:
 - Final Report Due:
- I. Not-to-exceed amount for this Agreement Memorandum:
- J. List of key personnel or authorized subcontractors, if applicable:
- K. Modifications to Exhibit B (Scope of Work), additional requirements, or attach additional sheet:
- L. Funding Requirements, if any: See Attached.

Underwater Resources, Inc.

☐ **Sonoma County Water Agency**

By: _____

Reviewed by Project Manager:

Title: _____

By: _____

Date: _____

By: _____
George Lincoln, Agreement Administrator

Sonoma Water copies to:
Accounting and Records
Joan Hultberg
Jake Spaulding

Date: _____

Exhibit B

Scope of Work

1. COMMENCEMENT OF WORK

- 1.1. Service Provider is authorized to proceed with work upon receipt of each Agreement Memorandum.

2. GENERAL TASKS

- 2.1. Requested services may include, but are not limited to, the following:
 - a. Provide professional diving services in Sonoma Water's tanks for minor repairs, installation of equipment, assistance during studies, and other tasks as requested by Sonoma Water.
 - b. Accomplish work while tanks are full of water.
 - c. Sonoma Water will take tanks out of service with the valves closed and locked out for the duration of the cleaning and inspection services.
 - d. Sonoma Water will be responsible for disposal of sediment.

3. TANKS

- 3.1. Task 1: Inspection and Maintenance Activities
 - a. Provide personnel, equipment, and supplies necessary to inspect the interior coating of the tank including, but not limited to:
 - i. Floor
 - ii. Walls
 - iii. Ceiling
 - iv. Inlets
 - v. Outlets
 - vi. Overflow
 - vii. Ladders, platforms
 - viii. Drain and piping
 - ix. All other interior appurtenances
 - b. Provide a monitor for viewing of the maintenance activities real-time.
 - c. Take digital photographs (12 megapixel or greater) of significant features.
 - d. Provide permits necessary, except the discharge permit issued by the North Coast Regional Water Quality Control Board, which will be obtained by Sonoma Water.
 - e. Use sanitation method American National Standard Institute/National Sanitation Foundation (ANSI/NSF) Standard 60 approved for personnel and equipment that comes in contact with the water supply or that potentially

could come into contact with the water supply. Sanitize personnel and equipment to meet AWWA requirements.

- f. Ensure that the water quality of Sonoma Water's water supply and storage facilities located at the site are protected from contamination at all times during work. Protective measures shall include, but not be limited to, securing covers on storage facilities and securing or removing containers for contaminants from the site when Consultant's forces are not present and at the end of each day.
- g. Videotape maintenance activities.
- h. Upon completion of the maintenance activities, remove equipment and waste from the site, and leave the site in original condition.
- i. Inspection Report:
 - i. If conducting an inspection, prepare a report of inspection results that includes the following:
 - a) Table of Contents
 - b) Summary of inspection results detailing damage, defects, and maintenance required or recommended
 - c) A detailed description of the work performed, including methodology, literature reviewed, and individuals and agencies contacted
 - d) A diagram of the tank showing locations of inspection
 - e) Videotape of the inspection
 - f) Photographs of significant interior features
 - g) Other supporting information

3.2. Task 2: Tank Cleaning

- a. Provide personnel, equipment, and supplies necessary to remove sediment and other debris from tank.
- b. Dechlorinate the water removed from tank during cleaning before disposal.
- c. Discharge water from tank into a filter bag onsite.
- d. Notify Sonoma Water of estimated quantity of water to be disposed and method of water disposal prior to mobilization.
- e. Discharges from the tanks shall fully comply with the North Coast Regional Water Quality Control Board (NCRWQCB) requirements and the State Department of Health Services directives and regulations. Consultant is advised that, among other items, drainage water generated by pump water discharge and other activities, including rinse water, shall be dechlorinated to below detectable limits if it enters any natural drainage waterway. The Agreement for As-Needed Dive Services for Water System Facilities B-2 normal chlorination level of Sonoma Water's water ranges from 0.2 to 0.6 ppm. Upon completion of the work, remove abatement equipment and facilities and return the sites to their original condition.

- f. Use sanitation method ANSI/NSF Standard 60 approved for personnel and equipment that comes in contact with the water supply or that potentially could come in contact with the water supply.
 - i. Label chlorine used as ANSI/NSF Standard 60 for water.
 - ii. Sanitize personnel and equipment to meet AWWA C652-02 requirements.
 - iii. Submit information on the type of equipment to be used and the sanitation method for approval by Sonoma Water.
 - iv. Headgear not conforming to AWWA C652-02 is not acceptable.
 - g. Upon completion of cleaning, remove equipment and waste from the site and leave the site in original condition.
 - h. Perform an inspection of the tank, in conformance to the Scope of Work, upon completion of the cleaning activities.
- 3.3. Task 3: Tank Repair
 - a. Upon direction by Sonoma Water Project Manager, perform minor repair work on tanks.
- 3.4. Task 4: Progress Reports
 - a. For Tasks 1-3, prepare a progress report in draft form and submit 1 copy of the draft to Sonoma Water for review and approval within 21 calendar days of tank coating inspection, cleaning, or repair. Sonoma Water will return 1 copy of the draft report to the Consultant with comments or approval in writing.
 - b. If Sonoma Water requests revisions, revise the draft report and resubmit 1 copy for Sonoma Water approval within 14 calendar days of receipt of Sonoma Water revisions.
 - c. Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit one electronic copy on CD/DVD/USB drive and, if requested, two hard copies of the final approved report to Sonoma Water within 14 calendar days of receipt of Sonoma Water's approval.

4. REVIEW AND ACCEPTANCE OF WORK PRODUCTS

- 4.1. First Draft: Prepare each work product in draft form and submit to Sonoma Water for review and approval in accordance with the date listed for this deliverable in the applicable Agreement Memorandum. Sonoma Water will return 1 copy of the draft work product to Service Provider with comments or approval in writing.
- 4.2. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft work deliverable and resubmit 1 copy of the draft work deliverable for Sonoma Water approval.

- 4.3. Final: Following Sonoma Water approval and prior to Sonoma Water's acceptance of work under this Agreement, submit the final approved work deliverable to Sonoma Water in accordance with the date listed for this deliverable in the applicable Agreement Memorandum.

5. DELIVERABLES

- 5.1. Submit one electronic copy in PDF format (emailed or on CD/DVD/USB drive, as requested) and three hard copies of each final deliverable to Sonoma Water.
- 5.2. Comply with requirements of Paragraph 13 (Content Online Accessibility).

Exhibit C

Schedule of Costs

2017-2018

	Standard Time	Over Time	Double Time
Project Manager	\$135.00	-	-
Shop Labor /Travel	\$90.00	-	-
Supervisor	\$151.56	\$183.31	\$215.06
Diver	\$226.46	\$281.18	\$335.91
Tender	\$142.19	\$171.07	\$199.94
Pile Driver	\$133.63	\$159.88	\$186.13
Standby Diver	\$144.07	\$173.51	\$202.96

*These prices are for work on non-navigable waters only and are valid until 6/30/18 at which point they are subject to an annual increase per the Local 34 Union Agreement.

Inspection Equipment & Materials:

Camera, Digital (still) with U/W Housing & Strobe (12 Megapixel)	\$125.00
Video System (Color) w/Topside Monitor, Video Recorder (DVR), LED Light & Generator	\$300.00
Long Tunnel Video System (1500' cable, monitor, video recorder, Light & Generator)	\$500.00
UW Depth Meter or Level in Housing, Digital Display	\$40.00
Light, Underwater, 500 Watt or Ultra Violet Lamp (50 watt) with GFI	\$50.00
Magnetic Particle Inspection Package, Underwater A.C. probe	\$150.00
Pinger/Locating and Marker Beacons (portable)	\$35.00
ROV, Phantom HD2+2 w/Support System (700' tether)	\$900.00
ROV, Video Ray GTO w/Support System (500' tether)	\$600.00
Sonar System, High-Res Scanning, Profiling & Imaging	\$250.00
Thickness Meter (UT), Digital Ultrasonic Multiple Echo	\$150.00
Portable Current Meter (Analog Display, Knots)	\$100.00

Diving Equipment:

Shallow Air Dive System - 2 Umbilicals (<350'), Vol tank, Compressor, Manifold, Radios	\$200.00
Shallow Air Dive System - for contaminated water	\$350.00
Deep Air Dive System - 54" Decompression Chamber, Umbilicals, 2xCompressors	\$550.00
Long Tunnel Penetration Diving System (2 x 3000' umbilicals, Compressors, Etc.)	\$1,000.00
Nitrox (NO2) Compressor, Membrane & Diving System	\$350.00
Helium-Oxygen Gas Rack/Manifold w/Bottle Whips & Regulators	\$200.00
Additional or Stand-Alone Compressor, Shallow Air Diving, Diesel or Gas (10 - 20 cfm)	\$75.00
Additional or Stand-Alone Compressor, Deep Air Diving, Diesel (greater than 20 cfm)	\$130.00
Dive Rig (additional), each umbilical & radio system	\$50.00

Support Equipment:

Mobile dive station in 10' container	\$75.00
Potable Water Trailer Dive Station	\$75.00
Steel Work Skiff, 17' or 19' on trailer with 4-Stroke OB Motor (60HP or 90HP)	\$250.00
Portable Barges, (4' X 8' X 20' each) Inter-Locking to Form 24' X 40' Platform	\$250.00
Utility Boat (8.5' x 27'LOA) - Push Knees/Bow Ramp, Twin 4-Stroke OB Motors (90HP)	\$850.00
UW Cutting/Burning Rig (Leads w/Torch & Ground), Regulator & Knife Switch	\$180.00
Gas Powered Welding Machine, 250 Amp D.C. with 50' Leads	\$200.00
Generator, 1000/2000 Watt, 120 VAC, gas powered	\$40.00
Generator, 4500 Watt, 120/240 VAC gas powered	\$50.00
Hydraulic Hand Tools - Core/Rock Drill, Chainsaw, Breaker, Grinder, etc., (Each)	\$75.00
Hydraulic Power Unit (HPU) - Diesel (16GPM) or Portable Gas (9GPM)	\$225.00
Pneumatic Hand Tools - Roto Impact Drill, Grinder, 1000# Winch, Scaler, etc., (Each)	\$75.00
Core Drilling Stand & Post for Hydraulic Drills	\$50.00
Rotary Air Compressor, Diesel on Trailer (185 CFM) - with 50' air hose	\$150.00
Jet Pump 1500 GPM/75 PSI with 100' Firehose & Hand Dredge System, Skid Mounted	\$300.00
2000lb Lift Bag	\$75.00
Pressure Washer 3000 PSI	\$115.00
Vehicle (3/4 Ton Van or Pick-Up Truck)	\$150.00
Portable Personnel Work Float, 4'x 8' (3 total, price per each) or Kayak	\$40.00
Portable Personnel Work Float, 8'x 12' (2 total, price per each)	\$100.00
Portable Personnel Work Float, 8'x 16' (2 total, price per each)	\$140.00
Basic Fall Protection - Tripod, SRL & Winch	\$150.00
Gas Monitor (O2, H2S, CO2, LEL)	\$50.00
Hot Water Unit	\$100.00
Handtools, Daily Fuel & Consumables	\$150.00

2019-2020

	Standard Time	Over Time	Double Time
Project Manager	\$135.00	-	-
Shop Labor /Travel	\$90.00	-	-
Supervisor	\$166.00	\$200.34	\$234.69
Diver	\$241.70	\$298.78	\$355.86
Tender	\$156.43	\$187.90	\$219.36
Pile Driver	\$146.91	\$175.51	\$204.12
Standby Diver	\$158.35	\$190.39	\$222.43

*These prices are for work on non-navigable waters only and are valid until 6/30/20 at which point they are subject to an annual increase per the Local 34 Union Agreement.

Inspection Equipment & Materials:

Camera, Digital (still) with U/W Housing & Strobe (12 Megapixel)	\$125.00
Video System (Color) w/Topside Monitor, Video Recorder (DVR), LED Light & Generator	\$300.00
Long Tunnel Video System (1500' cable, monitor, video recorder, Light & Generator)	\$500.00
UW Depth Meter or Level in Housing, Digital Display	\$40.00
Light, Underwater, 500 Watt or Ultra Violet Lamp (50 watt) with GFI	\$50.00
Magnetic Particle Inspection Package, Underwater A.C. probe	\$150.00
Pinger/Locating and Marker Beacons (portable)	\$35.00
ROV, Phantom HD2+2 w/Support System (700' tether)	\$900.00
ROV, Video Ray GTO w/Support System (500' tether)	\$600.00
Sonar System, High-Res Scanning, Profiling & Imaging	\$250.00
Thickness Meter (UT), Digital Ultrasonic Multiple Echo	\$150.00
Portable Current Meter (Analog Display, Knots)	\$100.00

Diving Equipment:

Shallow Air Dive System - 2 Umbilicals (<350'), Vol tank, Compressor, Manifold, Radios	\$200.00
Shallow Air Dive System - for contaminated water	\$350.00
Deep Air Dive System - 54" Decompression Chamber, Umbilicals, 2xCompressors	\$550.00
Long Tunnel Penetration Diving System (2 x 3000' umbilicals, Compressors, Etc.)	\$1,000.00
Nitrox (NO2) Compressor, Membrane & Diving System	\$350.00
Helium-Oxygen Gas Rack/Manifold w/Bottle Whips & Regulators	\$200.00
Additional or Stand-Alone Compressor, Shallow Air Diving, Diesel or Gas (10 - 20 cfm)	\$75.00
Additional or Stand-Alone Compressor, Deep Air Diving, Diesel (greater than 20 cfm)	\$130.00
Dive Rig (additional), each umbilical & radio system	\$50.00

2020-2021

	Standard Time	Over Time	Double Time
Project Manager	\$135.00	-	-
Shop Labor /Travel	\$90.00	-	-
Supervisor	\$171.46	\$207.16	\$242.86
Diver	\$246.74	\$305.06	\$363.38
Tender	\$161.89	\$194.72	\$227.54
Pile Driver	\$151.96	\$181.80	\$211.64
Standby Diver	\$163.80	\$197.21	\$230.61

*These prices are for work on non-navigable waters only and are valid until 6/30/21 at which point they are subject to an annual increase per the Local 34 Union Agreement.

Inspection Equipment & Materials:

Camera, Digital (still) with U/W Housing & Strobe (12 Megapixel)	\$125.00
Video System (Color) w/Topside Monitor, Video Recorder (DVR), LED Light & Generator	\$300.00
Long Tunnel Video System (1500' cable, monitor, video recorder, Light & Generator)	\$500.00
UW Depth Meter or Level in Housing, Digital Display	\$40.00
Light, Underwater, 500 Watt or Ultra Violet Lamp (50 watt) with GFI	\$50.00
Magnetic Particle Inspection Package, Underwater A.C. probe	\$150.00
Pinger/Locating and Marker Beacons (portable)	\$35.00
ROV, Phantom HD2+2 w/Support System (700' tether)	\$900.00
ROV, Video Ray GTO w/Support System (500' tether)	\$600.00
Sonar System, High-Res Scanning, Profiling & Imaging	\$250.00
Thickness Meter (UT), Digital Ultrasonic Multiple Echo	\$150.00
Portable Current Meter (Analog Display, Knots)	\$100.00

Diving Equipment:

Shallow Air Dive System - 2 Umbilicals (<350'), Vol tank, Compressor, Manifold, Radios	\$200.00
Shallow Air Dive System - for contaminated water	\$350.00
Deep Air Dive System - 54" Decompression Chamber, Umbilicals, 2xCompressors	\$550.00
Long Tunnel Penetration Diving System (2 x 3000' umbilicals, Compressors, Etc.)	\$1,000.00
Nitrox (NO2) Compressor, Membrane & Diving System	\$350.00
Helium-Oxygen Gas Rack/Manifold w/Bottle Whips & Regulators	\$200.00
Additional or Stand-Alone Compressor, Shallow Air Diving, Diesel or Gas (10 - 20 cfm)	\$75.00
Additional or Stand-Alone Compressor, Deep Air Diving, Diesel (greater than 20 cfm)	\$130.00
Dive Rig (additional), each umbilical & radio system	\$50.00

2021-2022

	Standard Time	Over Time	Double Time
Project Manager	\$135.00	-	-
Shop Labor /Travel	\$90.00	-	-
Supervisor	\$177.19	\$214.28	\$251.37
Diver	\$252.05	\$311.63	\$371.21
Tender	\$167.62	\$201.84	\$236.05
Pile Driver	\$157.26	\$188.37	\$219.48
Standby Diver	\$169.53	\$204.32	\$239.12

*These prices are for work on non-navigable waters only and are valid until 6/30/22 at which point they are subject to an annual increase per the Local 34 Union Agreement.

Inspection Equipment & Materials:

Camera, Digital (still) with U/W Housing & Strobe (12 Megapixel)	\$125.00
Video System (Color) w/Topside Monitor, Video Recorder (DVR), LED Light & Generator	\$300.00
Long Tunnel Video System (1500' cable, monitor, video recorder, Light & Generator)	\$500.00
UW Depth Meter or Level in Housing, Digital Display	\$40.00
Light, Underwater, 500 Watt or Ultra Violet Lamp (50 watt) with GFI	\$50.00
Magnetic Particle Inspection Package, Underwater A.C. probe	\$150.00
Pinger/Locating and Marker Beacons (portable)	\$35.00
ROV, Phantom HD2+2 w/Support System (700' tether)	\$900.00
ROV, Video Ray GTO w/Support System (500' tether)	\$600.00
Sonar System, High-Res Scanning, Profiling & Imaging	\$250.00
Thickness Meter (UT), Digital Ultrasonic Multiple Echo	\$150.00
Portable Current Meter (Analog Display, Knots)	\$100.00

Diving Equipment:

Shallow Air Dive System - 2 Umbilicals (<350'), Vol tank, Compressor, Manifold, Radios	\$200.00
Shallow Air Dive System - for contaminated water	\$350.00
Deep Air Dive System - 54" Decompression Chamber, Umbilicals, 2xCompressors	\$550.00
Long Tunnel Penetration Diving System (2 x 3000' umbilicals, Compressors, Etc.)	\$1,000.00
Nitrox (NO2) Compressor, Membrane & Diving System	\$350.00
Helium-Oxygen Gas Rack/Manifold w/Bottle Whips & Regulators	\$200.00
Additional or Stand-Alone Compressor, Shallow Air Diving, Diesel or Gas (10 - 20 cfm)	\$75.00
Additional or Stand-Alone Compressor, Deep Air Diving, Diesel (greater than 20 cfm)	\$130.00
Dive Rig (additional), each umbilical & radio system	\$50.00

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 Service Provider to maintain insurance 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. Sonoma Water's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or Sonoma Water's 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 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 Sonoma Water.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement and
 - ii. Certificate of Insurance
- f. If Service Provider currently has no employees as defined by the Labor Code of the State of California, Service Provider agrees to obtain the above-specified Workers' Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The 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 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 the Service Provider in the performance of this Agreement. The foregoing shall continue to be additional insureds for (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 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. Certificate of Insurance.

1.3. 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 Service Provider currently owns no autos, Service Provider agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.

d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$1,000,000 per pollution Incident; \$1,000,000 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 policy shall cover:
 - i. Bodily injury, sickness, or 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. Loss arising from pollutants including but not limited to fungus, bacteria, asbestos, lead, silica, and contaminated drywall;
 - v. Contractual liability coverage for liability assumed by Contractor under a written contract or agreement;
 - vi. Claims arising from owned and non-owned disposal sites utilized in the performance of this Agreement; and
 - vii. Inter-insured suits between the additional insureds and Contractor and shall include a "separation of insureds" or "severability" clause which treats each insured separately.
- 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 work.
- e. Service Provider shall maintain the insurance for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be either: (a) a renewal of the existing policy; (b) an extended reporting period endorsement; or (c) a replacement insurance policy 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 the Service Provider in the performance of this Agreement. The foregoing shall continue to be

additional insureds for (1) year after completion of work under this Agreement.

- g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- h. Required Evidence of Coverage:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status,
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory, and
 - iii. Certificate of Insurance 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 16/17-158.
- b. Service Provider shall submit all required Evidence of Insurance prior to the execution of this Agreement. Service Provider agrees to maintain current Evidence of Insurance on file with Sonoma Water as specified in Sections 1.1, 1.2, 1.3, or 1.4 above 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. Service Provider 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. 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, Service Provider shall provide certified copies of required insurance policies 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, such failure 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.



UNDER-1

OP ID: PW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/18/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hawser Marine Insuranc Srv. 3030 Bridgeway Suite 125 Sausalito, CA 94965 Samantha Fazio	415-887-9486	CONTACT NAME: Pamela Wayne PHONE (A/C, No, Ext): 415-887-9486 FAX (A/C, No): 415-223-8557 E-MAIL ADDRESS:
INSURED Underwater Resources, Inc. 866 Estabrook Street San Leandro, CA 94577		INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Ins Co NAIC # 27154 INSURER B: Great American Ins. Co. 22136 INSURER C: American Equity Underwriters DOL INSURER D: Safe Harbor Pollution 12563 INSURER E: Markel LASLI INSURER F: Hartford Fire Insurance Co. 19682

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SRLL, CML GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	OMH42980-05	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Poll S&A \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	710038369-0001	09/01/2019	09/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 500
H	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	<input checked="" type="checkbox"/>	ML201800002070 BBSFOLFORM	09/01/2019	09/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Sched Att \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC4067653-04 ALMA01474-05 INCLDS USL&H	09/01/2019	09/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Maritime Employers Liability		B190620-004-19	09/01/2019	09/01/2020	CSL 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sonoma County Water Agency, its officers, agents, & employees, are added as additional insureds, including waiver of subrogation, as required by written agreement. This insurance is primary & non-contributory. Includes 30 day NOC. Ref: TW 16/17-158

CERTIFICATE HOLDER

CANCELLATION

SONOMCO Sonoma County Water Agency Jessica.Cyphers@scwa.ca.gov 404 Aviation Blvd. Santa Rosa, CA 95403	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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NOTEPAD

INSURED'S NAME Underwater Resources, Inc.

UNDER-1
OP ID: PWPAGE 2
Date 10/18/2019

Insurers affording coverage:

G: Nautilus Insurance Company

NAIC#524210

H: NY Marine & General

NAIC# 16608

Insurer

A Hull & Machinery B5JH73739 09/01/2019-09/01/2020

as scheduled/agreed value

A Protection & Indemnity B5JH73739 09/01/2019-09/01/2020

Limit: \$1,000,000

Includes Crew

Includes Collision

D Vessel Pollution V-13590-19 09/01/2019-09/01/2020

Limit \$5,000,000

G Contractors Pollution CPL202998810 09/01/2019-09/01/2020

Occ. Limit \$1,000,000

Agg. Limit \$3,000,000

F Contractors Equipment 08MSAZ6873 09/01/2019-09/01/2020

Scheduled limit \$ 466,815

BPP, EDP limit \$ 69,215

Lease & rented equipment limit \$250,000, \$100,000 per item

Policy: OMH 4298004
Effective Date: 09/01/2019

Insured: UNDERWATER RESOURCES INC.

OCEAN MARINE GENERAL ENDORSEMENT

BLANKET PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT ☐

We agree to consider this insurance to be primary and non-contributory with the insurance issued directly to additional entities, but only with respect to operations performed by or on behalf of the named insured, if:

. your written contract specifically requires that we consider this insurance to be primary and non-contributory; and

. the written contract requiring this primary or primary and non-contributory status is executed prior to a loss or occurrence .

However this coverage contained in this endorsement will not insure or defend any claims for liabilities arising out of the sole fault or sole negligence of these additional entities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Sonoma County Water Agency, its officers, agents, & employees
404 Aviation Blvd.
Santa Rosa, CA 95403-9019

14. Cancellation

- A. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- B. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- C. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- D. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- E. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- F. Additional premium may be due and owned to this Company upon cancellation for those Coverage Sections underwritten on a reporting basis, since reports are to be rendered to the date of cancellation.
- G. If notice is mailed, proof of mailing will be sufficient proof of notice.

15. Additional Insureds or Loss Payees

Whenever Additional Insureds or loss payees are added to this policy, it is specifically agreed:

- A. Such Additional Insureds and loss payees shall be insured hereunder only with respect to such of your specific activities and operations as would already be insured by this policy even in the absence of the naming of any Additional Insured or loss payee. Coverage hereunder shall in no way be extended or broadened by the addition of any Additional Insured or loss payee.
- B. The inclusion of Additional Insureds or loss payees shall in no way increase any applicable Limit of Liability hereunder.
- C. In the event of any cancellation, nonrenewal, or change in policy coverage, we have no obligation to send notice of cancellation, nonrenewal, or change of coverage to any Additional Insured or loss payee unless such an obligation is specifically added to this policy by endorsement. We shall not be required to notify any Additional Insureds or loss payees of any cancellation request from the Named Insured.

16. Certificates of Insurance from Contractors and Subcontractors

You shall endeavor to obtain Certificates of Insurance from your contractors and subcontractors evidencing that the following coverages are in full force and effect with limits that should be at least \$1,000,000 per occurrence:

- A. Commercial General Liability Insurance;
- B. Automobile Liability Insurance; and
- C. Workers' Compensation and Employers Liability Insurance.

Policy: OMH 4298005
Effective Date: 09/01/2019

Insured: UNDERWATER RESOURCES INC.

OCEAN MARINE GENERAL ENDORSEMENT

ADDITIONAL INSURED(S) / WAIVER OF SUBROGATION

It is understood and agreed that when the Named Insured is working for or performing service for the following company as scheduled below, that company and/or its subsidiaries who have employed the service of the Insured, shall be an Additional Insured hereunder, but only during such actual time that the Named Insured is employed by or for said entities.

During such time of employment this Company agrees to waive all rights of subrogation (in whatever form) against that entity then employing the Insured, provided the loss, damage or expense from which subrogation would arise occurs during and as a result of the actual performance of such employment.

All other terms and conditions of this policy remain unchanged.

Sonoma County Water Agency, its officers, agents, & employees
404 Aviation Blvd.
Santa Rosa, CA 95403-9019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

@VANTAGE FOR AUTOMOBILE

This endorsement modifies insurance provided under the following:

Underwater Resources, Inc.
Policy # 710-03-83-69-0001

BUSINESS AUTO COVERAGE FORM

The following schedule lists the coverage extensions provided by this endorsement. Refer to the individual provisions to determine the extent of your coverage.

SCHEDULE OF COVERAGE EXTENSIONS	
1. Additional Insured By Contract	12. Employee Hired Autos
2. Airbag Discharge	13. Fellow Employee Exclusion
3. Auto Theft Reward	14. Glass Repair – Waiver of Deductible
4. Blanket Waiver of Subrogation	15. Hired Auto Physical Damage Coverage
5. Bodily Injury Redefined – Mental Anguish	16. Lease Gap Coverage
6. Broad Form Named Insured	17. Liability Coverage – Supplementary Payments
7. Communications Equipment	18. Newly Formed or Acquired Organizations
8. Diminution in Value	19. Physical Damage – Transportation Expenses
9. Drive Other Car – Executive Officers	20. Rental Reimbursement – Private Passenger Vehicles
10. Duties In The Event of Accident, Claim, Suit or Loss	21. Towing – Any Covered Auto
11. Employees As Insureds	

1. ADDITIONAL INSURED BY CONTRACT

The **Who Is An Insured** provision under **SECTION II – LIABILITY COVERAGE** is amended to include as an additional "insured" any person or organization with whom you agreed in a written contract, written agreement or permit, to provide insurance such as is afforded under this Coverage Form. Such person or organization is an "insured" only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part by your maintenance, operation or use of your covered "autos".

With respect to the insurance afforded to these additional "insureds", this insurance does not apply:

- Unless the written contract or agreement has been executed or the permit has been issued prior to the "bodily injury" or "property damage";
- To any person or organization included as an "insured" by endorsement or in the Declarations; or
- To any lessor of "autos" when their contract or agreement with you for such leased "auto" ends.

2. AIRBAG DISCHARGE

If you purchased physical damage coverage for a covered "auto" under this policy, we will pay to reset or replace an airbag that accidentally discharges without the vehicle being involved in an accident. No deductible applies to this additional coverage. However, this coverage only applies if the airbag is not covered under a manufacturer's warranty and you did not intentionally cause the airbag to discharge.

3. AUTO THEFT REWARD

We will pay up to a \$2,000 reward in the event of a covered loss, for information leading to the arrest and conviction of anyone stealing a covered "auto". A reward will not be paid to you, a family member, employee or any public official while performing their duty.

4. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights of Recovery Against Others To Us** condition under **SECTION IV – BUSINESS AUTO CONDITIONS, paragraph A. LOSS CONDITIONS** is replaced by the following:

We will waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the contract is in writing and executed prior to the "bodily injury" or "property damage".

5. BODILY INJURY REDEFINED – MENTAL ANGUISH

The definition of "bodily injury" under **SECTION V – DEFINITIONS** is replaced by the following:

"Bodily injury" means bodily injury, sickness, or disease sustained by a person, including mental anguish or death resulting from any of these at any time.

4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".

- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.


6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured Underwater Resources, Inc.		Policy No. 4067653-04	
Company Great American Insurance Company	Effective Date 09/01/2019-09/01/2020	Premium \$	Endt. No. 1
Authorized Representative 			

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

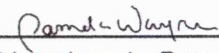
We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

Sonoma County Water Agency, its officers, agents, & employees
404 Aviation Blvd., Santa Rosa, CA 95403-9019

Countersigned by


Authorized Representative