

Second Amended Agreement for As-Needed Freshwater Sediment Testing Laboratory Services in Support of Stream Maintenance Program

This second amended agreement (“Second Amended Agreement” or “Agreement”) is by and between Sonoma County Water Agency, a body corporate and politic of the State of California (“Sonoma Water”) and Eurofins Calscience, LLC, a Delaware corporation (“Consultant”). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Article 6 (Term of Agreement).

RECITALS

- A. Consultant represents that it is a duly-qualified and licensed laboratory analytical firm with expertise in laboratory testing and monitoring services for drinking water, storm water, wastewater, industrial waste, and landfill analysis for sludge, and related services.
- B. Sonoma Water desires to utilize Consultant’s expertise to provide laboratory testing and reporting services for freshwater sediment samples collected in the Russian River, Petaluma River, and Sonoma Creek watersheds.
- C. Sonoma Water maintains approximately 75 miles of flood control channels in Sonoma County.
- D. As part of a California Environmental Quality Act litigation settlement agreement with the Russian River Watershed Protection Committee regarding the Russian River Estuary Management Project Environmental Impact Report (EIR), Sonoma Water has agreed to monitor sediment chemistry in the Russian River Estuary in accordance with the State Water Resource Control Board’s (SWRCB) Water Quality Control Plan for Enclosed Bays and Estuaries of California – Part 1 Sediment Quality (Water Quality Control Plan).
- E. Sonoma Water’s permits for its Stream Maintenance Program require soil testing for specific analyses when conducting certain sediment removal activities.
- F. Sonoma Water and Consultant first entered into this Agreement on May 10, 2016.
- G. The First Amended Agreement added two years to the Agreement term, for a new term end date of June 30, 2020, to allow Consultant to continue providing services at no additional cost to Sonoma Water.
- H. This Second Amended Agreement adds two years to the Agreement term, for a new end date of June 30, 2022, to allow Consultant to continue providing services at no additional cost to Sonoma Water.
- I. In addition, this Second Amended Agreement changes occurrences of “Water Agency” to “Sonoma Water.”
- J. This Second Amended Agreement supersedes all previous agreements and amendments between the parties.

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

AGREEMENT

1. RECITALS

- 1.1. The above recitals are true and correct.

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: Electronic Database Delivery
 - e. Exhibit E: Insurance Requirements

3. SONOMA WATER'S REQUEST FOR SERVICES

- 3.1. *Initiation Conference:* Sonoma Water's Project Manager, Chase Takajo, 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 Consultant 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. *Consultant's Specified Services:* Consultant 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 10 Prosecution of Work. Consultant 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 Consultant must meet. Such requirements will be included in the Agreement Memorandum. By signing the Agreement

Memorandum, Consultant agrees that it will adhere to such requirements in connection with its performance of services.

4.3. *Contact Information:*

Sonoma Water	Consultant
Project Manager: Chase Takajo 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: (707) 521-1872 Email: Chase.Takajo@scwa.ca.gov	Contact: Alan Kemp 7440 Lincoln Way Garden Grove, CA 92481-1427 Phone: (925) 786-8606 Email: AlanKemp@eurofinsUS.com
Remit invoices to:	Remit payments to:
Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Attn: Accounts Receivable Same address as above

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

4.5. *Performance Standard and Standard of Care:* Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the services provided under this Agreement and in accordance with all applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Sonoma Water shall not operate as a waiver or release. Sonoma Water has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. If Sonoma Water determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Sonoma Water, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Sonoma Water to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 7 (Termination); or (d) pursue any and all other remedies at law or in equity.

4.6. *Assigned Personnel:*

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this

Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.

- c. Key personnel shall be as listed in the applicable Agreement Memorandum.
- d. 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.

5. **PAYMENT**

- 5.1. *Total Costs:* Total costs under this Agreement shall not exceed \$120,000.
- 5.2. *Method of Payment:* Consultant shall be paid in accordance with the following terms:
 - a. Consultant shall be paid in accordance with Exhibit C (Schedule of Costs). Billed rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit C (Schedule of Costs). Expenses not expressly authorized by the Agreement shall not be reimbursed.
 - b. Consultant shall not be entitled to reimbursement for expenses incurred in completion of the services.
- 5.3. *Invoices:* Consultant shall submit its bills in arrears on a monthly basis, based on work completed for the period, in a form approved by Sonoma Water. The bills shall show or include:
 - a. Consultant name
 - b. 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. Summary of work performed by subconsultants, as described in Paragraph 15.4

5.1. *Funding:*

- a. Funding for this Agreement is as follows:

<i>Fiscal Year(s)</i>	<i>Appropriation(s)</i>
2015/2016	\$60,000
2016/2017	\$60,000
Total	\$120,000

- b. Availability of Funding in Subsequent Fiscal Years:
 - i. Sonoma Water's performance under this Agreement in subsequent years is contingent upon appropriation of funds by Sonoma Water's Board of Directors. Sonoma Water shall have no liability under this Agreement if sufficient funds are not appropriated in subsequent fiscal years by Sonoma Water's Board of Directors for the purpose of this Agreement.
 - ii. If funding for this Agreement for any fiscal year is reduced or eliminated by Sonoma Water's Board of Directors, Sonoma Water shall have the option to

either terminate this Agreement in accordance with Article 7 (Termination) or offer an amendment to Consultant to reflect the reduced amount.

6. TERM OF AGREEMENT

- 6.1. The term of this Agreement shall be from April 1, 2016 ("Effective Date") to June 30, 2022, or until depletion of the not-to-exceed amount listed in paragraph 5.1, whichever occurs first, unless terminated earlier in accordance with the provisions of Article 7 (Termination).
- 6.2. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Consultant thirty days in advance of the expiration date noted in this Article and of the first extension option.

7. TERMINATION

- 7.1. *Authority to Terminate:* Sonoma Water's right to terminate may be exercised by Sonoma Water's General Manager.
- 7.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, Sonoma Water shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.
- 7.3. *Termination for Cause:* Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, Sonoma Water may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.
- 7.4. *Delivery of Work Product and Final Payment Upon Termination:* In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Sonoma Water all materials and work product subject to Paragraph 13.7 and shall submit to Sonoma Water an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
- 7.5. *Payment Upon Termination:* Upon termination of this Agreement by Sonoma Water, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services are to be paid on a per-hour or per-day basis, then Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to termination multiplied by the applicable hourly or daily rate; and further provided, however, that if Sonoma Water terminates the Agreement for cause pursuant to Paragraph 7.3, Sonoma Water shall deduct from

such amounts the amount of damage, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Consultant.

8. INDEMNIFICATION

- 8.1. Consultant 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 Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency based upon a claim relating to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Article 8 apply whether or not there is concurrent 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 Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 8.2. Due to inherent difficulties associated with analyzing sediment matrices, Consultant will not be required to bear the costs of resampling for sediment matrices. Consultant and Sonoma Water will coordinate during the initial collection of sediment samples to assure that sufficient samples are collected in the first instance, in order to minimize the possibility of needing additional sample collection in the event of matrix difficulties in the analytical work. Any resampling validation, or program management or any other costs of Sonoma Water to be charged to Consultant under the terms of this contract shall include actual incurred costs only. Sonoma Water and Consultant will negotiate reasonable and equitable costs, prior to mobilization to the field for such work, and such costs shall be based on usability of the data. In no case shall Sonoma Water unreasonably withhold Consultant's right to independently defend its data.
- 8.3. Consultant's maximum liability under this Agreement or any other attachments hereto, whether based in contract, tort, warranty, negligence, or otherwise, shall not exceed the total amount paid by Sonoma Water to Consultant under the applicable order giving rise to such liability, or \$1,000,000, whichever is greater. In no event shall Consultant be liable to Sonoma Water for any special, indirect, or consequential damages under this Agreement.

9. INSURANCE

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

10. PROSECUTION OF WORK

- 10.1. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.
- 10.2. When work is requested of Consultant 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).

11. EXTRA OR CHANGED WORK

- 11.1. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the Scope of Work or significantly lengthen time schedules 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 Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

12. CONTENT ONLINE ACCESSIBILITY

- 12.1. *Accessibility:* Sonoma Water policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.
- 12.2. *Standards:* All consultants responsible for preparing content intended for use or publication on a Sonoma Water/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>.
- 12.3. *Certification:* With each final receivable intended for public distribution (report, presentations posted to the Internet, public outreach materials), Consultant shall

include a descriptive summary describing how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check).

- 12.4. *Alternate Format*: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Sonoma Water staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s); e.g., embedding the document with alt-tags that describe complex data/tables.
- 12.5. *Noncompliant Materials; Obligation to Cure*: Remediation of any materials that do not comply with Sonoma Water's Web Site Accessibility Policy shall be the responsibility of Consultant. 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 Consultant in writing. Upon such notice, Consultant shall, without charge to Sonoma Water, repair or replace the non-compliant materials within such period of time as specified by Sonoma Water in writing. If the required repair or replacement is not completed within the time specified, Sonoma Water shall have the right to do any or all of the following, without prejudice to Sonoma Water's right to pursue any and all other remedies at law or in equity:
- a. Cancel any delivery or task order
 - b. Terminate this Agreement pursuant to the provisions of Article 7 (Termination); and/or
 - c. In the case of custom Electronic and Information Technology (EIT) developed by Consultant for Sonoma Water, Sonoma Water may have any necessary changes or repairs performed by itself or by another contractor. In such event, Consultant shall be liable for all expenses incurred by Sonoma Water in connection with such changes or repairs.
- 12.6. *Sonoma Water's Rights Reserved*: Notwithstanding the foregoing, Sonoma Water may accept deliverables that are not strictly compliant with Sonoma Water Accessibility Standards if Sonoma Water, in its sole and absolute discretion, determines that acceptance of such products or services is in Sonoma Water's best interest.

13. REPRESENTATIONS OF CONSULTANT

- 13.1. *Status of Consultant*: The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Sonoma Water and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Sonoma Water provides its employees. In the event Sonoma Water exercises its right to terminate this Agreement pursuant to Article 7 (Termination), Consultant

expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

- 13.2. *Taxes:* Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold Sonoma Water harmless from any liability which it may incur to the United States or to the State of California or to any other public entity as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case Sonoma Water is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Sonoma Water with proof of payment of taxes on these earnings.
- 13.3. *Records Maintenance:* Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Sonoma Water for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 13.4. *Conflict of Interest:* Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if required by law or requested to do so by Sonoma Water, Consultant shall submit a completed Fair Political Practices Commission Statement of Economic Interests (Form 700) with Sonoma Water within 30 calendar days after the Effective Date of this Agreement and each year thereafter during the term of this Agreement, or as required by state law.
- 13.5. *Statutory Compliance/Living Wage Ordinance:* Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 13.6. *Nondiscrimination:* Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age,

medical condition, pregnancy, disability, sexual orientation or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

- 13.7. *Assignment of Rights:* Consultant assigns to Sonoma Water all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the 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 Sonoma Water in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Sonoma Water may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Sonoma Water. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of Sonoma Water.
- 13.8. *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 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, Consultant 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. 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 Sonoma Water.

14. DEMAND FOR ASSURANCE

- 14.1. 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 14 limits Sonoma Water's right to terminate this Agreement pursuant to Article 7 (Termination).

15. ASSIGNMENT AND DELEGATION

- 15.1. *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.
- 15.2. *Subcontracts:* Notwithstanding the foregoing, Consultant may enter into subcontracts with the subconsultants specifically identified herein. If no subconsultants are listed, then no subconsultants will be utilized in the performance of the work specified in this Agreement.
- 15.3. *Change of Subcontractors or Subconsultants:* If, after execution of the Agreement, parties agree that subconsultants not listed in Paragraph 15.2 will be utilized, Consultant may enter into subcontracts with subconsultants to perform other specific duties pursuant to the provisions of this Paragraph 15.3. The following provisions apply to any subcontract entered into by Consultant other than those listed in Paragraph 15.2 above:
- a. Prior to entering into any contract with subconsultant, Consultant shall obtain Sonoma Water approval of subconsultant. Sonoma Water's Board of Directors must approve the selection of any subconsultant if the amount payable to subconsultant under the agreement exceeds \$25,000. In connection with such approval, Consultant shall provide Sonoma Water with copies of the responses to Consultant's Request for Proposals (RFP) to subconsultants, the names of key personnel who will be performing work under the agreement, and an explanation of Consultant's reasons for choosing the recommended subconsultant based upon the criteria in the RFP.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 8, (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.
- 15.4. *Summary of Subconsultants' Work:* Consultant shall provide Sonoma Water with a summary of work performed by subconsultants with each invoice submitted under Paragraph 5.3. Such summary shall identify the individuals performing work on behalf of subconsultants and the total amount paid to subconsultant, broken down by the tasks listed in the Scope of Work.

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

- 16.1. *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.

- 16.2. *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 16.

17. MISCELLANEOUS PROVISIONS

- 17.1. *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.
- 17.2. *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.
- 17.3. *Construction:* To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and Sonoma Water acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and Sonoma Water acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 17.4. *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.
- 17.5. *No Third-Party Beneficiaries:* Except as provided in Article 8 (Indemnification), nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 17.6. *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.

- 17.7. *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.
- 17.8. *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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 17.9. *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.
- 17.10. *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.

TW 15/16-074B

Approved as to form:

By: _____
Adam Brand, Deputy County Counsel

Insurance Documentation is on file with
Sonoma Water

Date/TW Initials: 4/25/20 JC

Sonoma County Water Agency

Eurofins Calscience, LLC, a Delaware
corporation

By: _____
Grant Davis
General Manager
Authorized per Sonoma County Water
Agency's Board of Directors Action on
June 9, 2020

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

DIR Registration #: 1000028314

Exhibit A

Agreement Memorandum No. _____

TW 15/16-074B

Consultant 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 Codes:
- H. Schedule for receipt of deliverables:
- 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.

Eurofins Calscience, LLC

☐ **Sonoma County Water Agency**

By: _____

Reviewed by Project Manager:

Title: _____

By: _____

Date: _____

By: _____

Chase Takajo, Agreement Administrator

C: Sonoma Water Accounting and Records

Date: _____

Exhibit B

Scope of Work

1. COMMENCEMENT OF WORK

- 1.1. Consultant is authorized to proceed with work upon receipt of each Agreement Memorandum.
- 1.2. Consultant shall provide laboratory analysis of freshwater sediment/soil samples using current U.S. EPA SW-846 methods or documented modifications of U.S. EPA methods. The list of analytes and required reporting limits are shown herein. Samples shall be collected from freshwater areas (creeks, rivers, and reservoirs) in various locations throughout Sonoma County, California. Consultant may not subcontract analytical services without prior written consent from Sonoma Water.

2. TASKS

- 2.1. Requested services may include, but are not limited to, the following:
 - a. Item 1: Quality Assurance Plan
 - i. Attach one copy of its laboratory Quality Assurance (QA) Plan to each copy of the proposal. If more than one laboratory within a company will provide laboratory services, each laboratory must submit a location-specific QA Plan. Include the following in the QA Plan:
 1. Laboratory Location (complete address)
 2. Laboratory Point of Contact (name, phone, email)
 3. Description (a brief summary of services, capabilities, relevant certifications)
 4. Laboratory Organization and Responsibility (an organizational chart will be adequate)
 5. Sample Custody and Tracking (from the time the samples are received by the laboratory to the time the samples are disposed)
 6. Instrument Calibration Procedures and Frequency
 7. Analytical Procedures (including Standard Operating Procedures [SOPs] for methods to be used)
 8. Data Reduction, Validation, and Reporting (including sample EDD and hardcopy report)
 9. Detailed description of "Reporting Limits" for each analytical method (i.e., how method and sample-specific reporting limits are determined). Also provide corresponding method detection limits (MDLs) for each method listed in Exhibit X (assume freshwater sediment matrix).

10. Internal Quality Control Checks and Frequency
 - a) Performance and Systems Audits and Frequency
 - b) Preventative Maintenance Procedures and Schedules
 - c) Procedures to Assess Precision, Accuracy, and Completeness
 - d) Corrective Actions
 - e) Quality Assurance Reports to Management
11. If topics 1 through 11 are not addressed in the QA Plan, they can be attached separately.
- b. Item 2: Sample Tracking, Laboratory Records and Reports
 - i. Maintain sample-related records—such as sample receiving logs, laboratory work orders, chemist’s notes, instrument printouts, raw data, and data reports—for a minimum of three years after samples are analyzed.
- c. Item 3: Reporting
 - i. Standard:
 1. sample results (reported in sediment dry weight)
 2. laboratory control spike/spike duplicate results
 3. surrogate recoveries
 4. method blank results
 5. additional laboratory control sample results
 6. Standard Report Data Package:
 7. project narrative
 8. sample results
 9. standard Quality Control (QC) results (see Item 2)
 10. copies of completed chain-of-custody forms
 11. any other documents as necessary to complete the package
 - ii. Provide the Standard Report both in hard copy and electronic file format (e.g., MS Word, Excel). An Electronic Database Delivery (EDD) shall be provided in MS Excel with the SWCA sample ID as the primary keyed variable.
 - iii. Sonoma Water will state which type of report will be required on the chain of custody forms when samples are submitted to the laboratory.
- d. Item 4: Sample Retention and Disposal
 - i. Archive samples for a period of three years.
 - ii. Dispose of samples in accordance with applicable federal, state, and local regulations at no additional cost to Sonoma Water.
- e. Item 5: Sampling Supplies
 - i. Supply coolers, sample containers (i.e., jars, bottles, and vials), required preservatives, sampling container labels, gel packs, and chain of custody forms upon request at no additional cost to Sonoma Water. The containers shall be “certified clean” by the supplier. Sample jars shall have Teflon-lined (or equivalent) lids.

- f. Item 6: Turnaround Times
 - i. Standard Report:
 - 1. Due four weeks from the date the samples are delivered to the laboratory. Specific due dates will be included in the appropriate Agreement Memorandum.
- g. Item 7: Matrix Spikes
 - i. Perform method-specific matrix spikes on a Sonoma Water sample at no extra charge when a batch of 20 or more samples is submitted to the laboratory.
- h. Item 8: Shipping
 - i. Sonoma Water will be responsible for shipping samples for analysis to the Consultant's laboratory located at 7440 Lincoln Way, Garden Grove, CA 92841-1427.

3. **DELIVERABLES**

- 3.1. In addition to deliverables required under paragraph 2.1.c.ii, submit one electronic copy in PDF format (emailed or on CD) and three hard copies of each final deliverable to Sonoma Water.
- 3.2. Comply with requirements of Paragraph 12 (Content Online Accessibility)

Exhibit C

Schedule of Costs

EPA Test Method	Analyte	Unit Price	
	Conventional Parameters		
ASTM D422 or D4464(M)	Grain Size (%) (Gravel, Sand, Silt, Clay)	\$	75.00
EPA 9060	Total Organic Carbon (%)	\$	80.00
ASTM D-D216	Total solids (%)	\$	15.00
EPA 6020 / 7000 series	Total Metals	\$	175.00
	(As, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Zn)		
EPA 8081A	Organochlorine Pesticides	\$	140.00
EPA 8270C SIM	Polycyclic Aromatic Hydrocarbons (PAHs)	\$	195.00
Analyses that May be Requested after 12/2016			
8015B-modified	Total Petroleum Hydrocarbons (TPH)		
	Diesel Range	\$	40.00
	Motor Oil Range	\$	40.00
	Gasoline Range	\$	30.00
	nC9-nC40 individual HCs	\$	55.00
	Pristane	N/A	
	Phytane	N/A	
	Total Unresolved HC	N/A	
	Total Resolved HC	N/A	
EPA 8082	Polychlorinated Biphenyls (PCBs)	\$	90.00

Exhibit D

Electronic Database Delivery (EDD)

EDD Variables		
Variable Name	Definition	Variable Type
Client	Sonoma County Water Agency	Character
Service Request or Analytical Batch ID	Unique Identifier for Analytical Batch Assigned by Laboratory	Character
Sample ID	Unique Sample Identifier Assigned by Client	Character
Lab Code	Unique Sample Identifier Assigned by Laboratory	Character
Sample Type	Type of sample, e.g., "Method Blank", "Matrix Spike", "SMPL"	Character
Date Collected	Date of Sample Collection	Date Format (MMDDYYYY)
Date Received	Date sample received by laboratory	Date Format (MMDDYYYY)
Date Extracted	Date sample extracted by laboratory	Date Format (MMDDYYYY)
Date Analyzed	Date sample analyzed by laboratory	Date Format (MMDDYYYY)
Extraction Method	Method used to extract sample, e.g., "EPA 3541"	Character
Method	Method used to analyze sample, e.g., "EPA 8270 SIM"	Character
Matrix	Sample Matrix, e.g., sediment, soil, water	Character
Basis	Reporting Basis, e.g. "dry", "wet"	Character
Units	Reporting Units, e.g., mg/kg, ug/kg, percent	Character
Cas No.	CAS registry number (analyte specific)	Character
Analyte	Analyte or Component Name	Character
Dilution Factor	No. of times sample was diluted (1=no dilution)	Numeric
Reporting Limit	Sample specific reporting limit (lab defined)	Numeric
Detection Limit	Sample specific MDL	Numeric
Result	Reported Result ("ND" if component not detected)	Character
Result Notes	QA/QC Qualifiers (see tab QC_Qualifiers)	Character
Spike Concentration	Concentration of spike added to sample	Numeric
Percent Recovery	Percent spike recovery, e.g., surrogate recovery	Numeric
Acceptance Limits	Lower and upper limits for percent recovery, e.g., "68-114"	Character

EDD Results

Client	Service Request	Sample ID	Lab Code	Sample Type	Date Collected	Date Received	Date Extracted	Date Analyzed	Extraction Method	Method	Matrix	Basis	Units	CAS N	Component	Dilution Factor	Reporting Limit	Detection Limit	Result	Spike Result	Concentration	Percent Recovery	Acceptance Limits
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	91-20-3	Naphthalene	1	3.8	0.60	2.1	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	91-57-6	2-Methylnaphthalene	1	3.8	0.39	1.8	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	90-12-0	1-Methylnaphthalene	1	3.8	0.51	1.0	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	92-52-4	Biphenyl	1	3.8	0.54	1.1	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C2-Naphthalenes	1	3.8	3.8	ND	ND			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C3-Naphthalenes	1	3.8	3.8	ND	ND			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C4-Naphthalenes	1	3.8	3.8	ND	ND			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	208-96-8	Acenaphthylene	1	3.8	0.59	0.78	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	83-32-9	Acenaphthene	1	3.8	0.76	ND	ND			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	86-73-7	Fluorene	1	3.8	0.61	1.1	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C1-Fluorenes	1	3.8	3.8	ND	ND			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C2-Fluorenes	1	3.8	3.8	4.4	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C3-Fluorenes	1	3.8	3.8	ND	ND			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	85-01-8	Phenanthrene	1	3.8	1.4	7.9	=			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	120-12-7	Anthracene	1	3.8	0.58	1.1	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C1-Phenanthrenes/Anthracenes	1	3.8	3.8	8.0	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C2-Phenanthrenes/Anthracenes	1	3.8	3.8	4.9	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C3-Phenanthrenes/Anthracenes	1	3.8	3.8	5.3	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C4-Phenanthrenes/Anthracenes	1	3.8	3.8	15	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	206-44-0	Fluoranthene	1	3.8	0.98	12	=			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	129-00-0	Pyrene	1	3.8	0.76	21	=			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C1-Fluoranthenes/Pyrenes	1	3.8	3.8	11	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C2-Fluoranthenes/Pyrenes	1	3.8	3.8	11	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C3-Fluoranthenes/Pyrenes	1	3.8	3.8	11	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C4-Fluoranthenes/Pyrenes	1	3.8	3.8	ND	ND			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	56-55-3	Benz(a)anthracene	1	3.8	0.72	8.3	=			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	218-01-9	Chrysene	1	3.8	0.80	16	=			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C1-Chrysenes	1	3.8	3.8	23	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C2-Chrysenes	1	3.8	3.8	22	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C3-Chrysenes	1	3.8	3.8	25	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	NA	C4-Chrysenes	1	3.8	3.8	110	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	205-99-2	Benzo(b)fluoranthene	1	3.8	0.92	17	=			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	207-08-9	Benzo(k)fluoranthene	1	3.8	0.87	4.2	=			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	192-97-2	Benzo(e)pyrene	1	3.8	0.61	15	=			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	50-32-8	Benzo(a)pyrene	1	3.8	0.76	10	=			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	198-55-0	Perylene	1	3.8	0.72	3.8	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	193-39-5	Indeno(1,2,3-cd)pyrene	1	3.8	0.87	12	=			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	53-70-3	Dibenz(a,h)anthracene	1	3.8	0.80	2.4	=, J			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	ug/Kg	191-24-2	Benzo(g,h,i)perylene	1	3.8	0.85	25	=			
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	PERCEN	81103-79-	Fluorene-d10	1			64	SUR	148	64	17-104
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	PERCEN	93951-69-	Fluoranthene-d10	1			66	SUR	148	66	27-106
SCWA	K1504260	SC16-Z1-01	K1504260-001	SMPL	04/22/2015	04/23/2015	04/29/2015	05/05/2015	EPA 3541	EPA 8270D SIM	Sediment	Dry	PERCEN	1718-51-0	Terphenyl-d14	1			86	SUR	148	86	35-109

EDD QC Qualifiers		
Major Group	QC Qualifier	Description
All	=	Result is valid and as reported
Inorganic Data Qualifiers	*	The result is an outlier. See case narrative.
Inorganic Data Qualifiers	#	The control limit criteria is not applicable. See case narrative.
Inorganic Data Qualifiers	B	The analyte was found in the associated method blank at a level that is significant relative to the sample result as defined by the DOD or NELAC standards.
Inorganic Data Qualifiers	E	The result is an estimate amount because the value exceeded the instrument calibration range.
Inorganic Data Qualifiers	J	The result is an estimated value.
Inorganic Data Qualifiers	U	The analyte was analyzed for, but was not detected ("Non-detect") at or above the MRL/MDL. DOD-QSM 4.2 definition : Analyte was not detected and is reported as less than the LOD or as defined by the project. The detection limit is adjusted for dilution.
Inorganic Data Qualifiers	i	The MRL/MDL or LOQ/LOD is elevated due to a matrix interference.
Inorganic Data Qualifiers	X	See case narrative.
Inorganic Data Qualifiers	Q	See case narrative. One or more quality control criteria was outside the limits. H The holding time for this test is immediately following sample collection. The samples were analyzed as soon as possible after receipt by the laboratory.
Metals Data Qualifiers	#	The control limit criteria is not applicable. See case narrative. J The result is an estimated value.
Metals Data Qualifiers	E	The percent difference for the serial dilution was greater than 10%, indicating a possible matrix interference in the sample.
Metals Data Qualifiers	M	The duplicate injection precision was not met.
Metals Data Qualifiers	N	The Matrix Spike sample recovery is not within control limits. See case narrative.
Metals Data Qualifiers	S	The reported value was determined by the Method of Standard Additions (MSA).
Metals Data Qualifiers	U	The analyte was analyzed for, but was not detected ("Non-detect") at or above the MRL/MDL. DOD-QSM 4.2 definition : Analyte was not detected and is reported as less than the LOD or as defined by the project. The detection limit is adjusted for dilution.
Metals Data Qualifiers	W	The post-digestion spike for furnace AA analysis is out of control limits, while sample absorbance is less than 50% of spike absorbance.
Metals Data Qualifiers	i	The MRL/MDL or LOQ/LOD is elevated due to a matrix interference.
Metals Data Qualifiers	X	See case narrative.
Metals Data Qualifiers	+	The correlation coefficient for the MSA is less than 0.995.
Metals Data Qualifiers	Q	See case narrative. One or more quality control criteria was outside the limits.
Organic Data Qualifiers	*	The result is an outlier. See case narrative.
Organic Data Qualifiers	#	The control limit criteria is not applicable. See case narrative.
Organic Data Qualifiers	A	A tentatively identified compound, a suspected aldol-condensation product.
Organic Data Qualifiers	B	The analyte was found in the associated method blank at a level that is significant relative to the sample result as defined by the DOD or NELAC standards.

Organic Data Qualifiers	C	The analyte was qualitatively confirmed using GC/MS techniques, pattern recognition, or by comparing to historical data.
Organic Data Qualifiers	D	The reported result is from a dilution.
Organic Data Qualifiers	E	The result is an estimated value.
Organic Data Qualifiers	J	The result is an estimated value.
Organic Data Qualifiers	N	The result is presumptive. The analyte was tentatively identified, but a confirmation analysis was not performed.
Organic Data Qualifiers	P	The GC or HPLC confirmation criteria was exceeded. The relative percent difference is greater than 40% between the two analytical results.
Organic Data Qualifiers	U	The analyte was analyzed for, but was not detected ("Non-detect") at or above the MRL/MDL. DOD-QSM 4.2 definition : Analyte was not detected and is reported as less than the LOD or as defined by the project. The detection limit is adjusted for dilution.
Organic Data Qualifiers	i	The MRL/MDL or LOQ/LOD is elevated due to a chromatographic interference.
Organic Data Qualifiers	X	See case narrative.
Organic Data Qualifiers	Q	See case narrative. One or more quality control criteria was outside the limits.
Additional Petroleum Hydrocarbon Specific Qualifiers	F	The chromatographic fingerprint of the sample matches the elution pattern of the calibration standard.
Additional Petroleum Hydrocarbon Specific Qualifiers	L	The chromatographic fingerprint of the sample resembles a petroleum product, but the elution pattern indicates the presence of a greater amount of lighter molecular weight constituents than the calibration standard.
Additional Petroleum Hydrocarbon Specific Qualifiers	H	The chromatographic fingerprint of the sample resembles a petroleum product, but the elution pattern indicates the presence of a greater amount of heavier molecular weight constituents than the calibration standard.
Additional Petroleum Hydrocarbon Specific Qualifiers	O	The chromatographic fingerprint of the sample resembles an oil, but does not match the calibration standard.
Additional Petroleum Hydrocarbon Specific Qualifiers	Y	The chromatographic fingerprint of the sample resembles a petroleum product eluting in approximately the correct carbon range, but the elution pattern does not match the calibration standard.
Additional Petroleum Hydrocarbon Specific Qualifiers	Z	The chromatographic fingerprint does not resemble

Exhibit E

Insurance Requirements

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

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

1. **INSURANCE**

1.1. Workers Compensation and Employers Liability Insurance

- a. Required if Consultant has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.
- e. If Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant agrees to obtain the above-specified Workers Compensation and Employers' Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

1.2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of Excess or General Liability Insurance and Commercial Umbrella Liability Insurance. If Consultant maintains higher limits than the specified minimum limits, Sonoma Water requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by Sonoma Water. Consultant is responsible for any deductible or self-insured retention and shall fund it upon Sonoma Water's

written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving Sonoma Water.

- d. Sonoma County Water Agency, its officers, agents, and employees, shall be additional insured(s) for liability arising out of operations by or on behalf of the Consultant in the performance of this Agreement.
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in Insurance Services Office form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - 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 provided by a combination of Automobile Liability Insurance and Commercial Excess or Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Consultant currently owns no autos, Consultant agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement

insurance with a retroactive date no later than the commencement of the work under this Agreement.

e. Required Evidence of Insurance: Certificate of Insurance.

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 15/16-074B.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant agrees to maintain current Evidence of Insurance on file with Sonoma Water for the entire term of this Agreement and any additional periods if specified in Sections 1.1, 1.2, 1.3, and 1.4 above.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Consultant shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

1.7. Policy Obligations

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

1.8. Material Breach

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



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
04/20/2020

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 Willis Towers Watson Northeast, Inc. fka Willis of Pennsylvania, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Eurofins Calscience, LLC 7440 Lincoln Way Garden Grove, CA 92841	INSURER A: HDI Global Insurance Company	
	INSURER B: Travelers Property Casualty Company of America	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: W16223030

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	GLD1313805	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			HC2JCAP-162D3822-20	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED RETENTION \$						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	HC2NUB-157D3795-20	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			EOD 1313905	01/01/2020	01/01/2021	Each Claim \$5,000,000 Policy Aggregate \$5,000,000

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

Re: TW 15/16-074B; Freshwater Sediment Testing Laboratory Services in Support of Stream Maintenance Program (1516-074B)

Sonoma County Water Agency, its officers, agents, and employees are included as Additional Insureds as respects to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Sonoma County Water Agency 404 Aviation Boulevard Santa Rosa, CA 95403-9019	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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ACORD 25 (2016/03)

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SR ID: 19525863

BATCH: 1654347

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Towers Watson Northeast, Inc. fka Willis of Pennsylvania, Inc.		NAMED INSURED Eurofins Calscience, LLC 7440 Lincoln Way Garden Grove, CA 92841	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT	AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.