

Agreement for As-Needed Electrical Maintenance Services

This agreement ("Agreement") is by and between **Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District** (collectively referred to as "Sonoma Water") and **Eaton Corporation**, an Ohio Corporation ("Service Provider"). The Effective Date of this Agreement is the date the Agreement is last signed by the parties to the Agreement, unless otherwise specified in Paragraph 7.1.

RECITALS

- A. Service Provider certifies that it is an Ohio corporation duly authorized to do business in the State of California, registered with the Secretary of State of California, and represents that it is a duly qualified and licensed electrical equipment maintenance service firm, experienced in electrical equipment maintenance, repair, troubleshooting, and related services.
- B. Sonoma County Water Agency operates and manages Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District ("Districts") under contract with Districts. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of Districts.
- C. Sonoma County Water Agency owns, operates, and manages Airport/Larkfield/Wikiup Sanitation Zone, Geyserville Sanitation Zone, Penngrove Sanitation Zone, and Sea Ranch Sanitation Zone (Zones).
- D. Sonoma Water, Districts, and Zones need support with electrical maintenance troubleshooting, preventative maintenance, and electrical equipment repair. Typical electrical equipment includes medium voltage and low voltage transformers, switchgears, motor control centers, generators, synchronization controls, protective relaying, and appurtenances.
- E. Under this Agreement, Service Provider will perform these maintenance services.

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, Anjenette Hayre, will initiate 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. However, under no circumstances shall the amount of work (including materials) under any single Agreement Memorandum exceed \$55,000.

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 necessary manpower and equipment required to carry out the requested services in a professional and expeditious manner.

- 4.2. *Contact Information:*

Sonoma Water	Service Provider
Project Manager: Steve Girard 404 Aviation Boulevard Santa Rosa, CA 95403-9019 Phone: 707-521-1810 Email: steven.girard@scwa.ca.gov	Contact: David Rudolph 5735 W. Las Positas Boulevard Pleasanton, CA 94588 Phone: 925-321-9014 Email: DavidJRudolph@eaton.com
Remit invoices to:	Remit payments to:

Sonoma Water	Service Provider
Accounts Payable Same address as above or Email: ap_agreements@scwa.ca.gov	Contact: Amber Dolly 5735 W. Las Positas Boulevard Pleasanton, CA 94588 Phone: 925-924-8512 Email: AmberDolly@eaton.com

- 4.3. *Cooperation with Sonoma Water:* Service Provider shall coordinate the work with the Project Manager named in the Agreement Memorandum.
- 4.4. *Performance Standard and Standard of Care:* Service Provider warrants that the services performed by it pursuant to this Agreement (“Services”) will be performed in accordance with the standards of a reasonable professional having specialized knowledge and expertise in the Services to be provided and in accordance with all applicable federal, state and local laws. Services that do not so conform shall be corrected by Service Provider within ten (10) days business days of notification in writing by Sonoma Water; provided, however, that if such non-conforming Services create, in Sonoma Water’s reasonable determination, emergency conditions, Service Provider shall respond to such notice within six (6) hours and shall diligently prosecute such corrective work to completion thereafter. This warranty shall survive for one (1) year after completion of the Services, including corrective Services performed pursuant to this warranty, but in no event shall the warranty term exceed thirty-six (36) months from the original date of completion of the Services. Unless otherwise agreed to in writing by Service Provider, Service Provider assumes no responsibility with respect to the suitability of Sonoma Water’s equipment or with respect to any latent defects in equipment not supplied by Service Provider. This warranty does not cover damage to Sonoma Water’s, or its customer’s, equipment, components or parts resulting in whole or in part from improper maintenance or operation or from their deteriorated condition. Sonoma Water will, at its cost, provide Service Provider with unobstructed access to defective Services, as well as adequate free working space in the immediate vicinity of defective Services and such facilities and systems, including, without limitation, docks, cranes and utility disconnects and connects, as may be necessary in order that Service Provider may perform its warranty obligations. The conducting of any tests shall be mutually agreed upon and Service Provider shall be notified of, and may be present at, all tests that may be made. THE FOREGOING WARRANTIES ARE EXCLUSIVE EXCEPT FOR WARRANTY OF TITLE. SERVICE PROVIDER DISCLAIMS ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CORRECTION OF NON-CONFORMITIES IN THE MANNER AND FOR THE PERIOD OF TIME PROVIDED ABOVE SHALL CONSTITUTE SERVICE PROVIDER’S SOLE LIABILITY AND SONOMA WATER’S EXCLUSIVE REMEDY FOR FAILURE OF SERVICE PROVIDER TO MEET ITS WARRANTY OBLIGATIONS, WHETHER CLAIMS OF THE SONOMA WATER ARE BASED IN CONTRACT, IN TORT

(INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE. This Section 4.4 does not limit the rights or remedies reserved or otherwise conferred upon Sonoma Water pursuant to Section 8 or Section 9 of this Agreement. It is further understood that acceptance of Services by Sonoma Water shall not operate as a waiver or release of the within warranty obligations.

4.5. *Assigned Personnel:*

- a. Service Provider shall assign only competent personnel to perform work hereunder. In the event that at any time Sonoma Water, in its sole discretion, desires the removal of any person or persons assigned by Service Provider to perform work hereunder, Service Provider shall remove such person or persons immediately upon receiving written notice from Sonoma Water.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Sonoma Water to be key personnel whose services were a material inducement to Sonoma Water to enter into this Agreement, and without whose services Sonoma Water would not have entered into this Agreement. Service Provider shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Sonoma Water.
- c. 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) and a Site-Specific Safety and Health Plan (SSHP) for this work. Service Provider shall also provide copies of applicable Material Safety Data Sheets and information regarding the SSO as described below. Plans, programs, and other information described herein shall be

furnished to Sonoma Water's Project Manager prior to commencement of work.

- b. Injury and Illness Prevention Program: Service Provider's IIPP shall conform with the General Industrial Safety Orders (CCR Title 8, Division 1, Chapter 4, Subchapter 7, 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 \$800,000. The amount of work (including materials) under any single Agreement Memorandum shall not exceed \$55,000, unless approved by County Counsel.
- 6.2. *Method of Payment*: Service Provider shall be paid in accordance with the following terms: 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
- 6.4. *Rate Changes:* Upon at least 30 days written notice, Service Provider may change the hourly rates up to 3% per year, commencing one year from the Effective Date of this Agreement and no more than once every 12 months thereafter.
- 6.5. *Timing of Payments:* Unless otherwise agreed to by Service Provider and Sonoma Water in writing, payments shall be made net sixty (60) days 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.
- 6.6. *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 6.6.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 6.6.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 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) of this Agreement. To reduce the amount withheld, Service Provider has the option to provide Sonoma Water with either a full or partial waiver from the State of California.
- 6.1. *Funding:*
- a. Funding for this Agreement is as follows:

<i>Fiscal Year</i>	<i>Appropriation</i>
2019/2020	\$167,000
2020/2021	\$167,000
2021/2022	\$166,000
2022/2023	\$150,000

2023/2024	\$150,000
-----------	-----------

- 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 8 (Termination) or offer an amendment to Service Provider to reflect the reduced amount.

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

7.1. *Term of Agreement:*

- a. This Agreement shall remain in effect until depletion of the not-to-exceed amount listed in Paragraph 6.1, or until April 28, 2025, whichever occurs first, unless terminated earlier in accordance with the provisions of Article 8 (Termination).
- b. Sonoma Water shall have two options to extend this Agreement for a period of one year each by providing written notice to Service Provider thirty days in advance of the expiration date noted in this Article and of the first extension option.

7.2. *Commencement of Work:* Service Provider is authorized to proceed with work upon receipt of each fully executed Agreement Memorandum.

8. **TERMINATION**

- 8.1. *Authority to Terminate:* Sonoma Water’s right to terminate may be exercised by Sonoma County Water Agency’s General Manager.
- 8.2. *Termination Without Cause:* Notwithstanding any other provision of this Agreement, at any time and without cause, either party shall have the right, in its sole discretion, to terminate this Agreement as follows: for Sonoma Water, by giving five (5) days written notice to Service Provider; for Service Provider, by giving sixty (60) days written notice to Sonoma Water.
- 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, upon written notice and after providing Service Provider ten (10) business days to commence to cure such

failure or violation, 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 reasonable, direct costs e, if any, sustained by Sonoma Water by virtue of the breach of the Agreement by Service Provider. If Sonoma Water intends to deduct damages sustained pursuant to the foregoing, Sonoma Water shall notify Service Provider of that intention no later than twenty-five (25) days before such payment would otherwise be due.

9. **INDEMNIFICATION**

- 9.1. Service Provider agrees to indemnify, defend, and hold harmless Sonoma County Water Agency, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, ("Indemnified Parties") from and against any actions, claims, damages, liabilities, disabilities, or expenses ("Claims"), that may be asserted by any person or entity, including Service Provider, against the Indemnified Parties for bodily injury, including death, or damage to or destruction of physical property to the extent that such Claims arise out of, pertain to, or relate to Service Provider's or its agents', employees', contractors', subcontractors', or invitees' negligent acts or omissions or willful misconduct during performance under this Agreement. Service Provider agrees to provide a complete defense for any claim or action brought against such Indemnified Parties based upon a Claim covered by this

Section 9. . 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 within each Agreement Memorandum, 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).
- 11.3. Service Provider shall not be responsible for any failure to perform, or delay in performance of, its obligations pursuant to this Agreement resulting from the COVID-19 pandemic or any future epidemic, and Sonoma Water shall not be entitled to any damages resulting thereof.

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 County Water Agency's General Manager in a form approved by County Counsel. The parties expressly recognize that Sonoma Water personnel are without authorization to order all other extra or changed work or waive Agreement requirements. Failure of Service Provider to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Service Provider shall be entitled to no compensation whatsoever for the performance of such work. Service Provider further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of Sonoma Water.

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://sonomacounty.ca.gov/Services/Web-Standards-and-Guidelines/>.
- 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, at Sonoma Water's sole cost and expense, for inspection at any reasonable time. Service Provider shall maintain such records for a period of four (4) years following completion of work hereunder. Nothing in this Section 14.4 or elsewhere in the Agreement shall permit Sonoma Water to inspect documents or records that Service Provider reasonably considers proprietary and/or confidential.

- 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. *Ownership and Disclosure of Work Product:* . Upon completion of services by Service Provider and fulfillment of Sonoma Water's payment obligations to Service Provider, Sonoma Water shall own the products purchased, if any. For materials other than software provided by Service Provider to Sonoma Water in connection with the services, such as manuals, schematics, drawings, reports, and data ("Related Materials"), Service Provider grants Sonoma Water a limited, non-exclusive, non-transferrable, and royalty-free license to use and make

copies of such Related Materials solely as necessary for the use, operation, maintenance and repair of such products sold or serviced, but Sonoma Water does not have the right to create derivative works, publish or otherwise publicly disseminate such Related Materials, in whole or in part. Nothing in this Agreement grants either party any rights to use, directly or indirectly, the trade names, trademarks, brands, logos, designs, trade dress, service marks, or domain names, in whole or in part, of the other party for any purpose without the prior written approval of such party.

14.9. *Zone Liability:* The term “Zone” or “Zones” as used in this Paragraph 14.10 shall mean any applicable Sanitation Zone or Flood Protection Zone, as described in Recital C and Recital A of this Agreement. To the extent any work under this agreement relates to Zone activities, Service Provider shall be paid exclusively from Zone funds. Service Provider agrees that Service Provider shall make no claim for compensation for Service Provider’s services against other funds available to Sonoma County Water Agency and Service Provider expressly waives any right to be compensated from other funds available to Sonoma County Water Agency. In addition, Service Provider acknowledges that West’s Annotated California Codes Water Code Appendix Chapter 53-8 provides that certain judgments or claims against Sonoma County Water Agency based on causes of action arising from Zone activities may be made only from funds of those Zones.

14.10. *District Liability:* Districts are separate legal entities from Sonoma County Water Agency, operated under contract by Sonoma County Water Agency. To the extent any work under this Agreement relates to District activities, Service Provider shall be paid exclusively from District funds. Service Provider agrees that it shall make no claim for compensation for Service Provider’s services against Sonoma County Water Agency funds and expressly waives any right to be compensated from other funds available to Sonoma County Water Agency.

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 17.3. The following provisions apply to any subcontract entered into by Service Provider other than those listed in Paragraph 17.2:
- a. Prior to entering into any contract with subconsultant, Service Provider shall obtain Sonoma Water approval of subconsultant.
 - b. All agreements with subconsultants shall (a) contain indemnity requirements in favor of Sonoma Water in substantially the same form as that contained in Article 9 (Indemnification), (b) contain language that the subconsultant may be terminated with or without cause upon reasonable written notice, and (c) prohibit the assignment or delegation of work under the agreement to any third party.
- 17.4. *Summary of Subconsultants' Work:* No less than quarterly, Service Provider shall provide Sonoma Water with a summary of work performed by subconsultants during the previous three (3) months. 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 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.
- 19.11 *Limitation of Liability.* The remedies of Sonoma Water set forth in this Agreement are exclusive and are its sole remedies for any failure of Service Provider to comply with its obligations hereunder. Except as provided in Section 10.1, in no event shall Service Provider be liable in contract, in tort (including negligence or strict liability) or otherwise for loss of profits or revenue, loss of use, cost of capital, claims of customers of Sonoma Water or any special, indirect, incidental or consequential damages whatsoever. The total cumulative liability of Service Provider arising from or related to this Agreement, whether the claims are based in contract, in tort (including negligence or strict liability) or otherwise, shall (a) for those purchase orders under \$15,000.00 not exceed \$25,000.00; (b) for those purchase orders between \$15,000.00 and \$25,000.00 not exceed \$50,000.00; (c) for those purchase orders between \$25,000.00 and \$50,000.00 not exceed \$75,000.00; and (d) for those purchase orders over \$75,000.00 not exceed two times (2x) the purchase order value.

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds:

TW 19/20-023

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: 3/12/20 JES

**Sonoma County Water Agency, Occidental
County Sanitation District, Russian River
County Sanitation District, Sonoma Valley
County Sanitation District, and South Park
County Sanitation District**

Eaton Corporation, an Ohio Corporation

By: _____
Grant Davis
General Manager
Authorized per Boards of Directors
July 7, 2020

By: _____

(Please print name here)

Title: _____

Date: _____

Date: _____

DIR Registration #: 1000005919

Exhibit A

Agreement Memorandum No. _____

TW 19/20-023

Service Provider shall perform the services as discussed during the Initiation Conference. Some examples of tasks to be performed are 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. The amount of work (including materials) under this Agreement Memorandum shall not exceed \$55,000 unless approved by County Counsel.

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 work product(s): Draft Due: Final 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:	

Eaton Corporation

By: _____

Title: _____

Date: _____

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

☐ **Sonoma County Water Agency**
☐ ---Choose one--- **County Sanitation District**

Reviewed by Project Manager:

By: _____

By: _____
Anjenette Hayre, Agreement Administrator

Date: _____

Reviewed and approved (Required if over
\$55,000):

By: _____
Adam Brand, Deputy County Counsel

Exhibit B

Scope of Work

1. GENERAL

- 1.1. Sonoma Water shall contact Service Provider when work is required.
- 1.2. Perform the services discussed during the Initiation Conference. Typical tasks are described below in subtask 2.1, and Sonoma Water will provide specific tasks during the Initiation Conference. Sonoma Water's Agreement Administrator will request work for any Sonoma Water, District, and Zone facilities, hereinafter referred to as "Service Area."
- 1.3. Ensure that personnel working within the Service Area are certified by the equipment manufacturer for medium voltage switchgear work.
- 1.4. Notify Sonoma Water of requested utility shutdowns two weeks in advance. Notify Sonoma Water one week in advance for normal maintenance and repair shutdowns. Sonoma Water will coordinate work. Respond to Sonoma Water within two hours of emergency repairs (maintenance failure). Service Provider may be requested to conduct arc hazard assessments and possible remediation and power system assessments.
- 1.5. Maintain switchboard equipment and transformers, from incoming lugs to outgoing lugs.
- 1.6. Contact Sonoma Water's Operations and Maintenance Department personnel at (707) 523-1070 if Service Provider, in an emergency call-out situation, determines that the cause of the problem is related to facilities maintained by Sonoma Water personnel.

2. TASKS

- 2.1. Requested services may include, but are not limited to, the following:
 - a. Preventative maintenance
 - b. Troubleshooting
 - c. Repairs
- 2.2. Typical electrical equipment includes, but is not limited to, the following:
 - a. Medium voltage switchgear
 - b. Medium voltage motor control centers
 - c. Medium voltage transformers (substation class and pad-mount)
 - d. Low voltage switchgear
 - e. Low voltage motor control centers
 - f. Low voltage transformers
 - g. Generator switchgear (including synchronization controls)

- h. Transfer switches
 - i. Medium voltage distribution feeders and equipment (underground)
 - j. Low voltage distribution feeder and equipment
- 2.3. Sonoma Water will provide a checklist that details the specific work to be performed. Adhere to the latest edition of NFPA 70B, Recommended Practice for Electrical Equipment Maintenance, and available maintenance guidelines and recommendations provided by the equipment manufacturer.
- 2.4. Typical Test Reports:
 - a. Prepare test reports at time of servicing for equipment serviced at each site that include, but are not limited to, the items below.
 - i. Table of Contents.
 - ii. A detailed test report for each piece of equipment tested using Sonoma Water site and equipment identification.
 - iii. Latest calibration records of test equipment.
 - iv. Field data, inspection data, electrical test data, and readings taken.
 - v. Documented “As-Found” and “As-Left” equipment set points.
 - vi. Notes regarding observations and deficiencies.
 - vii. Recommendations based on equipment condition and test results. Prioritize service, repairs, and replacement recommendations.
 - viii. Provide Rough Order of Magnitude (ROM) cost estimates for each option (repair and replacement).
 - ix. Other information as requested by Sonoma Water.
 - b. Submit test reports to Sonoma Water per Subtask 2.5.a.iii.
- 2.5. Typical Equipment Field Service Reports:
 - a. Prepare field service reports for each serviced site at time of servicing that include, but are not limited to, the items below.
 - i. Table of Contents.
 - ii. A description of the maintenance work completed including comments, notes and pictures of findings, and any repair work performed.
 - iii. Test Reports as described in Subtask 2.4, as applicable.
 - iv. Provide recommendations based on equipment condition and test results. Prioritize service, repairs, and replacement recommendations.
 - v. Provide Rough Order of Magnitude (ROM) cost estimates for each option (repair and replacement).
 - vi. Other information as requested by Sonoma Water.
 - b. Review. Submit to Sonoma Water for review as described in Subtask 2.6.

2.6. Review and Acceptance of Work Products:

- a. 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 the draft work product to Service Provider with comments or approval in writing.
- b. Subsequent Draft(s): If Sonoma Water requests revisions, revise the draft work deliverable and resubmit the draft work deliverable for Sonoma Water approval.
- c. Final: Following Sonoma Water final 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.

3. **DELIVERABLES**

- 3.1. Submit one electronic copy in PDF format (emailed, on USB flash drive, or via internet) of each final deliverable to Sonoma Water.
- 3.2. Comply with requirements of Article 13 (Content Online Accessibility).

Exhibit C

Schedule of Costs

PERSONNEL	Hourly Rates not Subject to Prevailing Wage		
Title	Straight	Overtime	Premium
In-shop technician	\$180	\$270	\$360
Field service technician	\$218	\$328	\$437
Field service specialist/engineer	\$276	\$414	\$552
Power automation specialist	\$366	\$549	\$732
Power systems engineer	\$366	\$549	\$732
Special consultant/forensic analysis	\$475	\$712	\$950
CAD technician	\$153	\$229	\$306
Project coordinator	\$197	\$295	\$393
Construction manager	\$306	\$459	\$611
Design Engineer	\$306	\$459	\$611
Scheduler	\$306	\$459	\$611
Project manager	\$366	\$549	\$732
Project/principal engineer	\$366	\$549	\$732
Safety specialist	\$366	\$549	\$732
Quality specialist	\$366	\$549	\$732
Excitation specialist	\$475	\$712	\$950
PREVAILING WAGES			
For work subject to prevailing wage rates, the hourly rate charged will be equivalent to the prevailing wage rate applicable to the work performed by each laborer.			

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'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. Required Evidence of Insurance:
 - i. Certificate of Insurance
- e. 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.
- c. 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, Occidental County Sanitation District, Russian River County Sanitation District, Sonoma Valley County Sanitation District, and South Park County Sanitation District, their officers, agents, and employees, shall be endorsed as additional insureds, to the extent of Service Provider's indemnification obligations pursuant to Section 9 of this Agreement, 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 to the extent of Service Provider's legal liability.
- 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. 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.

1.5. Documentation

- a. The Certificate of Insurance must include the following reference:
TW 19/20-023.
- 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, or 1.3, above for the required period of insurance.
- c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: S404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
- d. Service Provider shall, in accordance with applicable policy provisions, submit Required Evidence of Insurance for any renewal or replacement of a policy that already exists.
- e. Service Provider shall, in accordance with applicable policy provisions, endeavor to provide notice prior to: (1) termination of any of the required insurance policies; (2) reduction of the limits of any of the required policies; or (3) an increase to the deductible or self-insured retention.

1.6. Policy Obligations

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

1.7. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/20/2019

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 Marsh USA Inc. 200 Public Square, Suite 3760 Cleveland, OH 44114-1824	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
12345e-Eaton-AIWOS-20-21	Kemp	
INSURED Eaton Corporation, Eaton Corporation plc and all other divisions, subsidiaries, and controlled associate companies that are part of Eaton or Cooper Industries Eaton Center 100 Eaton Boulevard Cleveland, OH 44122	INSURER(S) AFFORDING COVERAGE INSURER A : Old Republic Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	NAIC # 24147

COVERAGES **CERTIFICATE NUMBER:** CLE-005623594-09 **REVISION NUMBER:** 2

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 311999	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,500,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000 PROD COMP/OP OCC \$ 5,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 311996 Includes Physical Damage Coverages Comprehensive & Collision	01/01/2020	01/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> 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 N	N/A	MWC 311998 20 (AOS) *See below for OH Work Comp policy*	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
A	<input checked="" type="checkbox"/> EXCESS WORKERS COMP (STATUTORY)			MWXS 311997 (Ohio Only)	01/01/2020	01/01/2021	EMPLOYERS LIABILITY 3,000,000 SELF INSURED RETENTION 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PER TERMS OF FIRST AMENDED AGREEMENT FOR AS NEEDED MAINTENANCE SERVICES FOR LOW AND MEDIUM VOLTAGE SWITCHGEARS, TRANSFORMERS AND APPURTENANCES. TW 12/13076A
AS RESPECTS SERVICE WORK TO BE PERFORMED BY EATON CORPORATION / EATON ELECTRICAL SYSTEMS AND SERVICES PERSONNEL.

CERTIFICATE HOLDER Sonoma County Water Agency 404 Aviation Boulevard Santa Rosa, CA 95403-9019	CANCELLATION 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	--

AGENCY CUSTOMER ID: 12345e

LOC #: Cleveland



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh USA Inc.		NAMED INSURED Eaton Corporation, Eaton Corporation plc and all other divisions, subsidiaries, and controlled associate companies that are part of Eaton or Cooper Industries Eaton Center 100 Eaton Boulevard Cleveland, OH 44122	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

SONOMA COUNTY WATER AGENCY, THEIR OFFICERS, AGENTS AND EMPLOYEES IS/ARE INCLUDED AS ADDITIONAL INSURED WHERE REQUIRED BY WRITTEN
CONTRACT WITH RESPECT TO GENERAL LIABILITY.