**County of Sonoma**  
**Agenda Item Summary Report**

Clerk of the Board  
575 Administration Drive  
Santa Rosa, CA 95403

<table>
<thead>
<tr>
<th>Agenda Item Number: 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>(This Section for use by Clerk of the Board Only.)</td>
</tr>
</tbody>
</table>

| To: | Board of Directors, Sonoma County Water Agency, Occidental County Sanitation District, and Board of Supervisors  
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>Board Agenda Date:</td>
<td>October 9, 2018</td>
<td>Vote Requirement:</td>
</tr>
<tr>
<td>Department or Agency Name(s):</td>
<td>Sonoma County Water Agency, Occidental County Sanitation District, County of Sonoma Transportation and Public Works Department</td>
<td></td>
</tr>
</tbody>
</table>
| Staff Name and Phone Number: | Kevin Booker 521-1865  
Steve Urbanek 565-3884 | Supervisorial District(s): | Fourth |  
| Title: | Occidental Sewer Force Main Project |  
| Recommended Actions: |  
Concurrent Actions: | a) The Board of Directors of the Occidental County Sanitation District find and determine that the proposed contract with the County of Sonoma to replace the damaged and aging pipeline during the County’s Project is the most economical to perform this work and that it is in the best interests of the District and the public; and  
b) Authorize Sonoma County Water Agency’s General Manager acting on behalf of Occidental County Sanitation District, and the Director of County of Sonoma Transportation and Public Works to execute an agreement for County of Sonoma Transportation and Public Works Department to perform sewer force main pipe replacement through December 31, 2018 in the not-to-exceed amount of $57,700.  
c) Adopt a Resolution authorizing adjustments to the Board Adopted Budget for Fiscal Year 2018-2019 for the Occidental County Sanitation District, in the amount of $57,700. |  

**Executive Summary:**  
The County of Sonoma Transportation and Public Works Department is constructing an American with Disabilities Act Improvements Project (ADA Project) in Occidental to improve or remove accessibility barriers. During early construction of the ADA Project, an Occidental County Sanitation District (District) sewer force main pipe was damaged. District desires to contract with Sonoma County to replace the damaged portion of the pipe. Additionally, the District has aging sewer force main pipe in that location that needs replacing. To minimize construction impacts to the public, reduce costs, and avoid disturbing the newly constructed work in the future, the departments wish to coordinate efforts and include the replacement work in the current project.
Discussion:

HISTORY OF ITEM/BACKGROUND
The County of Sonoma Transportation and Public Works (County) is in the process of constructing an American with Disabilities Act Improvements Project (ADA Project) in Occidental to improve or remove accessibility barriers. During early construction of the ADA Project, a District sewer force main pipe was damaged. District is paying County to replace the damaged portion of the pipe as well as the pipe that is due for replacement.

Additionally, the Occidental County Sanitation District (District) has aging sewer force main pipe in the same location that was originally scheduled to be replaced in Fiscal Year 2019/20. To minimize construction impacts to the public, reduce District costs, and avoid disturbing County’s ADA Project in the future, the District wishes to coordinate efforts and accelerate the scheduled sewer pipe replacement by including the work in the County’s ADA Project.

The work consists of replacing approximately 100 feet of 4-inch sewer force main. Work includes, but is not limited to, excavation, installation of pipe and appurtenances, concrete footings, and backfill.

SERVICES TO BE PERFORMED
Under the proposed agreement, the County will replace approximately 100 feet of 4-inch sewer force main. The construction work will be performed by Piazza Construction Company under a change order to its existing ADA Project contract with Transportation and Public Works originally awarded in August 2017.

The cost of services will not exceed $57,700. This agreement covers services rendered from July 1, 2018 to June 30, 2019.

RECOMMENDATION
District staff recommend that the Board of Directors find that the proposed contract with the County to replace the damaged and aging pipeline during the County’s Project is the most economical way for the District to perform this work, that it is in the best interests of the District and the public, and that the Board of Directors of the Sonoma County Water Agency and the Board of Supervisors authorize Water Agency’s General Manager and the Director of County of Sonoma Transportation and Public Works to enter into an agreement to coordinate efforts and include the sewer force main pipe replacement work in the County’s ADA Project.

Prior Board Actions:
8/1/2017 - Board awarded Contract for Occidental ADA Improvements Phase 3 – C18001
3/10/2015 - Board approved Settlement Agreement between Hollynn Delil and the County of Sonoma

Strategic Plan Alignment  Goal 3: Invest in the Future

Replacing aging pipe in the District’s sanitary sewer collection system invests in the future by maintaining infrastructure, and reduces costs by combining work with another department’s project.

Water Agency Strategic Plan Alignment.
Waste Water Treatment and Water Reuse, Goal 1: Improve operational reliability of wastewater treatment and water reuse systems.

Maintaining pipe in the District’s sanitary sewer collection system improves wastewater treatment operational reliability.

<table>
<thead>
<tr>
<th>Fiscal Summary</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Expenditures</strong></td>
</tr>
<tr>
<td>Budgeted Expenses</td>
</tr>
<tr>
<td>Additional Appropriation Requested</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Funding Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Fund/WA GF</td>
</tr>
<tr>
<td>State/Federal</td>
</tr>
<tr>
<td>Fees/Other</td>
</tr>
<tr>
<td>Use of Fund Balance</td>
</tr>
<tr>
<td>Contingencies</td>
</tr>
<tr>
<td><strong>Total Sources</strong></td>
</tr>
</tbody>
</table>

**Narrative Explanation of Fiscal Impacts:**

With Board approval, appropriations from Fund Balance will be made in the Occidental County Sanitation District Operations Fund for $57,700 pursuant to the attached budgetary resolution. Transportation and Public Works will not require budget adjustments to receive the $57,700 reimbursement from the District and already has expenditure appropriations available for the project work.

<table>
<thead>
<tr>
<th>Staffing Impacts</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Position Title</strong> (Payroll Classification)</td>
</tr>
<tr>
<td>N/A</td>
</tr>
</tbody>
</table>

**Narrative Explanation of Staffing Impacts (If Required):**

N/A

**Attachments:**

A. Agreement
B. Budget Resolution
### Related Items “On File” with the Clerk of the Board:

| None |

rw S:\Agenda\agrees\10-09-2018 WA Funding Agreements for Sewer Force Main Projectsumm.docm | CF/70-704-21 Sonoma, County of - Department of Transportation and Public Works (Agree for Repair of Occidental CSD Sewer Line) 17/18-099 (ID 6946) |
Resolution Of The Board Of Directors of the Occidental County Sanitation District Authorizing adjustment to the Board Adopted Budget for Fiscal Year 2018-2019 for the Occidental County Sanitation District, in the amount of $57,700 for the Sewer Force Main Project

Whereas, the Board of Directors of the Occidental County Sanitation District (District) adopted the Fiscal Year 2018-2019 budget on June 15, 2018; and

Whereas, Sections 29088 through 29092 of the Government Code, State of California allow for adjustments to the Fiscal Year 2018-2019 Adopted Budget; and

Whereas, the District desires to adjust the Fiscal Year 2018-2019 Adopted Budget for the District’s Operations Fund in the amount of $57,700 for the agreement with the County of Sonoma Transportation and Public Works Department to replace 100 feet of the District’s 4-inch sewer force main; and

Whereas, a resolution from the District’s governing board authorizing such budget adjustment is required.

Now, Therefore, Be It Resolved that the County Auditor-Controller-Treasurer-Tax Collector and the County Administrator are hereby authorized and directed to complete the budgetary and accounting transfers and adjustments to the District Fiscal Year 2018-2019 budget as follows:
## Fiscal Year 2018-2019 Expenditures

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>43101-33060100</td>
<td>Occidental County Sanitation District</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Operations Fund</td>
<td></td>
</tr>
<tr>
<td>51803</td>
<td>Other Contract Services</td>
<td>$57,700</td>
</tr>
</tbody>
</table>

**Total Expenditures** $57,700

## Fiscal Year 2018-2019 Funding Sources

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>43101-33060100</td>
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<tr>
<td></td>
<td>Operations Fund</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fund Balance</td>
<td>$57,700</td>
</tr>
</tbody>
</table>

**Total Funding Sources** $57,700

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**Supervisors:**

Gorin: Rabbitt: Zane: Hopkins: Gore:

Ayes: Noes: Absent: Abstain:

So Ordered.
Agreement for Funding of Occidental CSD Sewer Force Main Project

This agreement (“Agreement”) is by and between Occidental County Sanitation District (“District”), and County of Sonoma, Transportation and Public Works Department (“County”).

RECITALS

A. The County is constructing an American with Disabilities Act Improvements Project (Project) in Occidental to improve or remove accessibility barriers. The District has aging sewer force main pipe in that location that needs replacing.

B. To minimize construction impacts to the public, reduce District costs, and avoid disturbing County’s Project in the future, District wishes to coordinate efforts and include the replacement work in the County’s Project.

C. Additionally, during early construction of the Project, a District sewer force main pipe was damaged. District is paying County to replace the damaged portion of the pipe as well as the pipe that is due for replacement.

D. The District’s work consists of replacing a total of approximately 100 feet of 4-inch sewer force main. Work includes, but is not limited to, excavation, installation of pipe and appurtenances, concrete footings, and backfill.

E. Sonoma County Water Agency operates the District under contract with District. References to District employees are understood to be Sonoma County Water Agency employees acting on behalf of the District.

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

AGREEMENT

The County and District agree as follows:

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: Estimated Costs
          b. Exhibit B: Insurance Requirements
3. **COORDINATION**

3.1. County shall coordinate the work with District’s Project Manager. Contact information and mailing addresses:

<table>
<thead>
<tr>
<th>District</th>
<th>County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager: Kevin Booker</td>
<td>Contact: Steve Urbanek</td>
</tr>
<tr>
<td>404 Aviation Boulevard</td>
<td>2300 County Center Drive, Suite B 100</td>
</tr>
<tr>
<td>Santa Rosa, CA 95403</td>
<td>Santa Rosa, CA 95403</td>
</tr>
<tr>
<td>Phone: 707-521-1865</td>
<td>Phone: 707-565-3884</td>
</tr>
<tr>
<td>Email: <a href="mailto:kevin.booker@scwa.ca.gov">kevin.booker@scwa.ca.gov</a></td>
<td>Email: <a href="mailto:steve.urbanek@sonoma-county.org">steve.urbanek@sonoma-county.org</a></td>
</tr>
</tbody>
</table>

- **Remit invoices to:** Susan Bookmyer
  - Same address as above or
  - Email: susan.bookmyer@scwa.ca.gov

- **Remit payments to:** Attn: Accounts Receivable
  - Same as above.

4. **COUNTY’S RESPONSIBILITIES**

County shall complete the following at its cost and expense, except as provided for in Article 5 below.

4.1. **General:** County agrees to perform all work in accordance with the requirements of applicable federal, state, and local laws.

4.2. **Permits:** County shall obtain any permits that may be necessary from utilities or regulatory agencies for construction of the Project.

4.3. **Rights-of-Way:** County shall act as District’s agent for acquiring any and all property rights as necessary for construction of the Project.

4.4. **Design and Surveying:** County shall design the Project including all design surveying and construction staking.

4.5. **Final Plans and Specifications:** County shall prepare and provide District with a final complete set of all Project construction documents. Such documents shall be prepared by and signed and stamped by, or under the responsible charge of, appropriately registered professionals.

4.6. **Insurance Requirements and Indemnification Obligations:**

   a. **Insurance Requirements:**
      
      i. County shall require all of its contractors, consultants, and other agents to maintain insurance as described in Exhibit B. Evidence of insurance shall be submitted as specified in Exhibit B.

   b. **Indemnification Obligation of County’s Consultants and Contractors:**
i. County shall include the following language in its Consultant and Contractor agreements:
   a) Consultant/Contractor agrees to accept all responsibility for loss or damage to any person or entity, including Sonoma County Water Agency and District, and to indemnify, hold harmless, and release Sonoma County Water Agency and District, their 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/Contractor, that arise out of, pertain to, or relate to Consultant’s/Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant/Contractor agrees to provide a complete defense for any claim or action brought against Sonoma County Water Agency or District based upon a claim relating to Consultant’s/Contractor’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant’s/Contractor’s obligations under this Paragraph apply whether or not there is concurrent or contributory negligence on the part of Sonoma County Water Agency or District, but, to the extent required by law, excluding liability due to conduct of Sonoma County Water Agency or District. Sonoma County Water Agency and District shall have the right to select their legal counsel at Consultant’s/Contractor’s expense, subject to Consultant’s/Contractor’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/Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. This indemnity provision survives the Agreement.

   c. Documentation: County shall provide evidence of such insurance and indemnification to District in a form satisfactory to District.

4.7. **Contract Administration:** County shall administer the contract for construction of the Project.

4.8. **Prevailing Wages:** County understands that use of District funds for any “public work,” as defined by Labor Code sections 1720 et seq., triggers prevailing wage compliance obligations under the California Labor Code, and that the Project contemplated hereunder qualifies as a “public work” for this purpose. County agrees to comply with all obligations of an “awarding body” as defined by Labor Code section 1722 with respect to any public works contract it may enter into pursuant to this Agreement. Without limiting the generality of the foregoing, County agrees to (1) confirm that all contractors and subcontractors engaged to work on the Project are registered and qualified pursuant to Labor Code section 1725.5; (2) require all such contractors and subcontractors to pay prevailing
wages to all workers on the Project in accordance with the California Labor Code and applicable DIR regulations; (3) require all such contractors and 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 pursuant to Labor Code section 1771.4(a)(3); and (4) provide all notices required pursuant to 1771.1, 1771.4 and 1771.3.

4.9. **Inspection:** County shall inspect the Project.

4.10. **Notice of Completion and Record Drawings:** County shall file the Notice of Completion for construction and provide a copy to District within 30 calendar days of its filing. County shall prepare record drawings showing any changes, deletions, or additions to the Project and provide reproducible set to District within 45 calendar days of filing the Notice of Completion.

4.11. **Title:** All title to all Project facilities constructed pursuant to this Agreement shall vest with County. All title to all sewer force main facilities constructed pursuant to this Agreement shall vest with the District.

4.12. **Operation and Maintenance:** County shall accept ownership and shall operate and maintain Project in perpetuity. District shall accept ownership and shall operate and maintain sewer force main in perpetuity.

4.13. **Records:** County shall maintain complete and accurate records of all transactions in compliance with generally accepted accounting principles for enterprise accounting as promulgated by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board. Such records shall be available to District at all reasonable times for inspection and analysis.

4.14. **Statement of Costs:** Within 60 days of filing Notice of Completion, or within 60 days of decision to not award the contract, County shall submit to District a statement of complete accounting of County’s Project costs for the following categories:
   a. Design and other pre-construction costs
   b. Inspection and contract administration
   c. Construction costs
   d. Change orders

4.15. **Invoices:** County shall bill District for costs authorized under this Agreement, with an invoice that is clearly marked with “County of Sonoma, Transportation and Public Works Department, Funding of Occidental CSD Sewer Force Main Project, Project-Activity Code O0005C019.”
5. **DISTRICT’S RESPONSIBILITIES**

5.1. **Total:** The total amount payable by District under this Agreement shall not exceed **$57,700**.

5.2. **Method of Payment:** County shall be paid in accordance with the following terms:
   a. County shall be paid in accordance with Exhibit A (Estimated Costs). Billed hourly rates shall include all costs for overhead and any other charges, other than expenses specifically identified in Exhibit A. Expenses not expressly authorized by the Agreement shall not be reimbursed.

6. **ADDITIONAL REQUIREMENTS**

6.1. **Term of Agreement:** The term of this Agreement shall be from July 1, 2018 (“Effective Date”) to June 30, 2019, unless terminated earlier pursuant to Paragraph 6.6.

6.2. **Authority to Amend Agreement:** Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties.

6.3. **Authority to Terminate:** At any time and without cause, District has the right, in its sole discretion, to terminate this Agreement by giving five calendar days’ written notice to County. In the event of such termination, District will pay County for services satisfactorily rendered to the date of termination. In addition, should County 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, District may immediately terminate this Agreement by giving County written notice of such termination, stating the reason for termination. In the event of such termination, District will pay County for services satisfactorily rendered to the date of termination. However, District will deduct from such amount the amount of damage, if any, sustained by District by virtue of the breach of the Agreement by County. District’s right to terminate may be exercised by Sonoma County Water Agency’s General Manager.

6.4. **No Waiver of Breach:** The waiver by District 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.

6.5. **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.
County and District 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. County and District acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

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

6.7. **Applicable Law and Forum:** This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

6.8. **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.

6.9. **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.

6.10. **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.

6.11. **Time of Essence:** Time is and shall be of the essence of this Agreement and every provision hereof.

7. **MUTUAL INDEMNIFICATION**

7.1. Each party to this Agreement (the “Indemnifying Party”) agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the other party (the “Indemnified Party”), and the Indemnified Party’s supervisors, officers, agents, and employees, from and against any and all liabilities, actions, claims, damages, disabilities, or expenses that may be asserted by any person or entity, including the Indemnifying Party, to the extent resulting from the Indemnifying Party’s breach of any material term of this Agreement, or Indemnifying Party’s negligence or willful misconduct in connection with the performance of this Agreement, but
excluding liabilities, actions, claims, damages, disabilities, or expenses to the extent arising from Indemnified Party’s breach of any material term of this Agreement, or Indemnified Party’s negligence or willful misconduct in connection with the performance of this Agreement. The Indemnified Party shall have the right to select its legal counsel at the Indemnifying Party’s expense, subject to the Indemnifying Party’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 the parties hereto or their agents under workers’ compensation acts, disability benefit acts, or other employee benefit acts.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date last signed by the parties to the Agreement.

Reviewed as to funds: TW 17/18-099

By: ____________________________
   Water Agency Division Manager - Administrative Services

By: ____________________________
   Cory O’Donnell Deputy County Counsel

Occidental County Sanitation District  County of Sonoma, Transportation and Public Works Department

By: ____________________________  By: ____________________________
   Grant Davis                      Johannes Hoevertsz
   General Manager                  Director

Authorized per Sonoma County Water Agency’s Board of Directors Action on October 9, 2019  Authorized per Board of Supervisors Action on October 9, 2019

Title: ____________________________

Date: ____________________________  Date: ____________________________
### Exhibit A

**Estimated Costs**

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Work:</strong></td>
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</tr>
<tr>
<td>• Design</td>
<td>$40,000</td>
</tr>
<tr>
<td>• Construction</td>
<td></td>
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<tr>
<td>• Materials</td>
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<tr>
<td>• Pipeline and appurtenances</td>
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<tr>
<td>• Concrete</td>
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<td>Change orders and contingencies</td>
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<tr>
<td>Inspection and contract administration</td>
<td>$14,700</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$57,700</strong></td>
</tr>
</tbody>
</table>
Exhibit B

Insurance Requirements

County shall 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. County shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by District. Any requirement for County to maintain insurance after completion of the Work shall survive this Agreement.

District reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. District’s failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or District’s failure to identify any insurance deficiency shall not relieve County 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 County’s contractor has employees as defined by the Labor Code of the State of California.
       b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
       c. Employers’ Liability with minimum limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
       d. The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against District.
       e. Required Evidence of Insurance:
          i. Subrogation waiver endorsement and
          ii. Certificate of Insurance
       f. If County’s contractor currently has no employees as defined by the Labor Code of the State of California, County’s contractor agrees to obtain the above-specified Workers’ Compensation and Employers’ Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

   1.2. General Liability Insurance
       a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
       b. Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be
satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If County’s contractor maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by County’s contractor.

c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000, it must be approved in advance by District. County’s contractor is responsible for any deductible or self-insured retention and shall fund it upon District’s written request, regardless of whether County’s contractor has a claim against the insurance or is named as a party in any action involving the District.

d. Insurance shall be continued for one (1) year after completion of the Work.

e. Sonoma County Water Agency and District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the County’s contractor 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 District.

i. The policy shall cover inter-insured suits between the additional insureds and County’s contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.

j. Required Evidence of Insurance:
   i. Copy of the additional insured endorsement or policy language granting additional insured status, and
   ii. Certificate of Insurance.

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 County’s contractor currently owns no autos, County’s contractor agrees to obtain such insurance should any...
c. Insurance shall cover hired and non-owned autos.
d. Required Evidence of Insurance: Certificate of Insurance.

1.4. Contractors Pollution Liability Insurance

a. Minimum Limits: $1,000,000 per pollution Incident; $1,000,000 Aggregate.
   If County’s contractor maintains higher limits than the specified minimum limits, District requires and shall be entitled to coverage for the higher limits maintained by County’s contractor.
b. The policy shall cover:
   i. Bodily injury, sickness, or disease sustained by any person, including death;
   ii. Property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
   iii. Cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
   iv. Loss arising from pollutants including but not limited to fungus, bacteria, asbestos, lead, silica, and contaminated drywall;
   v. Contractual liability coverage for liability assumed by Contractor under a written contract or agreement;
   vi. Claims arising from owned and non-owned disposal sites utilized in the performance of this Agreement; and
   vii. Inter-insured suits between the additional insureds and Contractor and shall include a “separation of insureds” or “severability” clause which treats each insured separately.
c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000, it must be approved in advance by District. County’s contractor is responsible for any deductible or self-insured retention and shall fund it upon District’s written request, regardless of whether County’s contractor has a claim against the insurance or is named as a party in any action involving the District.
d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
e. County’s contractor shall maintain the insurance for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be either: (a) a renewal of the existing policy; (b) an extended reporting period endorsement; or (c) a replacement insurance policy with a retroactive date no later than the commencement of the work.
f. Sonoma County Water Agency and District, their officers, agents, and employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the County’s contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for (1) year after completion of work under this Agreement.

g. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

h. Required Evidence of Coverage:
   i. Copy of the additional insured endorsement or policy language granting additional insured status,
   ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory, and
   iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

1.5. Standards for Insurance Companies
   a. Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

1.6. Documentation
   a. The Certificate of Insurance must include the following reference: TW 17/18-099.
   b. County shall submit all required Evidence of Insurance prior to the execution of this Agreement. County agrees to maintain current Evidence of Insurance on file with District as specified in Sections 1.1, 1.2, 1.3, or 1.4 above for the required period of insurance.
   c. The name and address for mailing Additional Insured endorsements and Certificates of Insurance is: Occidental County Sanitation District, c/o Sonoma County Water Agency, 404 Aviation Boulevard, Santa Rosa, CA 95403-9019.
   d. County shall submit Required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
   e. County shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
   f. Upon written request, County shall provide certified copies of required insurance policies within thirty (30) days.
1.7. Policy Obligations  
a. County’s contractor’s indemnity and other obligations shall not be limited by the foregoing insurance requirements.

1.8. Material Breach  
a. If County fails to maintain insurance which is required pursuant to this Agreement, such failure shall be deemed a material breach of this Agreement. District, at its sole option, may terminate this Agreement and obtain damages from County’s contractor resulting from said breach. Alternatively, District may purchase the required insurance, and without further notice to County’s contractor, District may deduct from sums due to County any premium costs advanced by District for such insurance. These remedies shall be in addition to any other remedies available to District.