

VALLEY OF THE MOON WATER DISTRICT

A Public Agency Established in 1962
19039 Bay Street · P.O. Box 280
El Verano, CA 95433-0280
Phone: (707) 996-1037
Fax: (707) 996-7615

May 20, 2026

To: Backflow Prevention Assembly Testers

Sent via email

Re: Request for Quotes (RFQ) for Testing and Maintenance of District-Required Backflow Prevention Devices

Quotes from interested parties are due by 5:00 PM PST on June 22, 2026.

Dear Tester,

Valley of the Moon Water District ("District" or "VOMWD") is requesting quotes from certified backflow testing contractors to test and repair the backflow protection assemblies (BPAs) located in the service area of VOMWD. Please see the enclosed District map. There are approximately 1,723 reduced-pressure principle devices and double-check assemblies that range from ¾" to 10". The District consists mostly of residential connections with approximately 245 commercial, institutional, and irrigation connections. Backflow prevention assemblies are customer-owned devices required under District regulations.

Please review the enclosed scope of work, sample contract, and quote form (Excel doc) in preparation for your quote. Quoters must submit quotes which adhere to the format outlined in the spreadsheet accompanying this letter. It is encouraged that the Contractor be aware of the requirements set forth in the District's Cross-Connection Control Plan and all provisions of the Cross-Connection Control Handbook, which can be found in Section 6 of the District Code here: vomwd.org/code. Please include references with your quote. References for which large-scale testing was done are preferred.

The District's intent is to create a panel of backflow testing contractors who the District can then assign to perform work on specified routes within VOMWD's service area. The panel will be comprised of no more than five responsive and responsible quoters. Quoters will be ranked for potential inclusion in the panel based on the scoring matrix below. Each contractor selected to be on the panel is expected to be willing to promptly enter into the agreement attached here.

District's Reservation of Rights:

The District reserves the right to:

- reject all quotes;
- select a panel of fewer than five contractors in the District's sole and absolute discretion;
- assign an unequal amount of work to the contractors on the panel, routes assigned to each Contractor, if any, are in the District's sole discretion;
- reject any quote where the quoter's submittal is found to be non-responsive or the quoter is found to be non-responsive; and
- waive minor irregularities in any quoter's submittal.

Contractor Scope of Work:

- The Contractor shall provide backflow testing services for the District on a contract basis.
- The Contractor shall provide repair and quote for the replacement of backflow devices on a contract basis.
- The Contractor will notify the District in writing of a failed device within 24 hours, and repair the failed device within a 30-day timeframe as specified in the District's Cross-Connection Control Plan.
- The Contractor will notify District in writing of a failed device requiring replacement within 24 hours and may replace devices deemed inoperable within a 60-day period (additional provisions on timelines may be made by the District's Cross Connection Control Coordinator).
- In the event a device fails and needs repair, Contractor shall procure and install all necessary repair parts in accordance with the Plumbing Code and the Cross-Connection Control Handbook. The cost of parts and labor will be billed to the District; those charges will be passed through to the customer via their regular water bill.
- Contractor will furnish all tools and equipment necessary for the contracted labor and services.
- In the event a device fails and needs to be replaced: Contractor shall notify the District within 24 hours, and the District will notify the customer of the failure and Contractor's cost to replace (per the quoted fee the Contractor will provide in the RFQ spreadsheet). If the customer chooses the District's Contractor to replace the device, the Contractor will bill the District per the quoted fee in the Contractor's RFQ spreadsheet, and the customer will be billed via their regular water bill for the work.
- The District is comprised of 56 meter reading routes ("routes") that vary in size and condition. The Contractor shall be assigned work based on these routes, one route at a time. All device testing, repairs, and replacements, and all associated records of such tests, repairs, and replacements within a given route shall be made before payment will be made to the Contractor by the District, or assignment of the next route.
- All completed test reports and repair documentation shall be submitted electronically in a format acceptable to the District within five (5) business days of completion of a route.
- Customer notification: for typical residential, commercial, industrial, and institutional accounts, please assume day-of notifications are sufficient for testing a device. However, for DCDA's supplying water for fire suppression systems, please assume that the Contractor must schedule times and dates for the backflow testing with the device owner (including disabling the alarm). Contractor estimate should

include all time, parts, and fees incurred for the repair/ replacement of the device; it is the responsibility of the Contractor to notify the customer of all interruptions to service in the course of repair/replacement of the device.

- The Contractor is required to have staff with necessary certifications through the American Water Works Association, maintain accurate records with the District, and maintain a valid C-36 Plumbing Contractors license while in contract.
- The Contractor must provide an established “service call” fee; an hourly rate for regular business hours and after hours (including weekend and holidays). Service will be on call and determined by the District; as such will be recorded and billed to the District per the quoted rate in the Contractor’s RFQ spreadsheet. Those charges will be passed through to the customer via their regular water bill.
- All quoters shall familiarize themselves with the District’s service area and all conditions that may affect the outcome of work. Submitting a quote is a representation by Contractor that District may rely on that the Contractor is familiar with the District’s service area, scope of work, and is familiar with and can furnish all materials needed.
- Testing fees for all ¾-inch and 1-inch devices shall include routine maintenance and any required retesting. “Maintenance” shall include labor and replacement parts necessary to complete minor repairs required to achieve a passing test result. Maintenance does not include full replacement of the backflow prevention device.
- For devices 1½ inches and larger, testing fees shall include any required retesting but shall not include maintenance or repair costs. If a device 1½ inches or larger fails testing, the contractor shall perform the necessary repairs (excluding full device replacement) and retest the device. Repair labor and material costs shall be separately itemized and billed to the District. The District will subsequently recover those costs from the customer through the customer’s regular water bill.
- Quoters must note any portion of the Example Contract they take exception to. Absent such a note, quoters are expected to the Example Contract if selected. Proposals will not be appended and will not be part of the contract.

District Responsibilities:

- The District shall provide a spreadsheet, by route, that is pre-populated with the address, size, type, make, and model (if known) for each device. Space will also be given to record notes. Notes of the nature and steps taken during repair/replacement are required for diagnosis and justification of costs for repairs and/or replacement of a BPA.
- The District will notify all customers of failed devices and resulting costs to make repairs after they have been made. If a device requires replacement, the District will notify the customer and present them with the option to use the District’s Contractor per the schedule of fees, or have it replaced by their own contractor. The District will notify Contractor of the customer’s choice.
- The District will process all billing for repair and replacement costs charged to customer water bills.

Quotes are due by 5:00 PM PST on June 22, 2026. Please email your quote to Clayton Church at church@vomwd.org. Please title your email: “Backflow Device Testing Quote”.

Prevailing Wage:

No contractor or subcontractor may be listed on a quote for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Every contractor will be required to secure the payment of workers' compensation to his or her employees. Labor Code Section 1860. The contractor shall post the applicable prevailing wage rate on the project site. Labor Code Section 1771.4. The project is subject to prevailing wages. The applicable wage rates are available at www.dir.ca.gov.

Please provide the following along with your quote:

1. A cover letter including: full legal name, address, and contractor’s license number of your company
2. Proof of insurance. The winning company(ies) will need to list the District as additional insured (please see Exhibit A, “Example Contract” attached)
3. Valid AWWA Backflow Prevention Assembly Tester Certifications for each tester you plan to use on the project
4. Calibration certifications for each test kit you plan to use on the project (a statement that renewal will be provided to the District upon commencement of testing will suffice)

Scoring of Quotes:

Quotes will be ranked based on the following scoring matrix:

Scoring Category	Possible Score
References	25
Contract Costs	20
Service Costs	20
Response to RFQ (scope, accuracy, and completeness)	35
Total Possible	100

Please feel free to contact me by phone or email if you have any questions. Relevant questions will be answered in “addendum” format and shared with all on the email distribution list. **No addendum shall be issued later than June 15, 2026.**

Yours,

Clayton Church – Water System Manager

Attached:

- 2026 - BPA Testing Quote Format (Excel spreadsheet)
- Exhibit A, “Example Contract”, including District Map

Exhibit A, “Example Contract”

BACKFLOW TESTING AND MAINTENANCE SERVICE PROVIDERS CONTRACT
("Contract")

Valley of the Moon Water District
P.O. Box 280, El Verano, CA 95433
Telephone (707) 996-1037 - FAX (707) 996-7615

Some of the important terms of this Contract are printed on the pages following the signature block in the General Conditions and Exhibits. For your protection, make sure that you read and understand all provisions before signing. The terms on each of the pages following the signature block, including the General Conditions and Exhibits, are incorporated in this document and will constitute a part of the agreement between the parties when signed.

TO: _____ DATE: _____

_____ Project No. _____

(sent via email XXXXX)

The undersigned Contractor offers to furnish the following ("Scope of Services"):

Testing and maintenance of tracked/District backflow prevention devices for the Routes specified below, per the quote received from _____, on _____, via email and per the RFQ (attached). This cost covers testing and maintenance/repairs to all 3/4", and 1" devices. This price covers testing only for 1 1/2" and larger devices. Any maintenance/repairs needed on these larger devices will be billed on time and materials basis and the cost will be passed through to the customer. This Contract is for one calendar year (___ to ___) and may be extended two (2) additional times, with up to a 2% (two percent) increase each year on testing and hourly rates for a total of three (3) years total contract time without further competitive quotes being obtained by the District, provided both parties agree to and sign said contract at the beginning of each year prior to the commencement of testing. ___ will bill monthly for work done in a given calendar month; payment by District is due within 30 days.

Payment is to be sent to _____ via check.

Routes: _____.

Contract price _____

[TO BE REVISED TO INCORPORATE QUOTED PRICING]

Completion date: _____

Instructions: Sign and return the original. Upon acceptance by Valley of the Moon Water District, a copy will be signed by its authorized representative and promptly returned to you.

Insert below the names of your authorized representative(s).

Accepted: Matt Fullner
Valley of the Moon Water District

Contractor: _____
COMPANY NAME

Signature: _____
Title: General Manager

Signature: _____
Title: _____

Date: _____

Date: _____

Other authorized representative(s)
Clayton Church
Water System Manager

Other authorized representative(s)
Name: _____
Position: _____

GENERAL CONDITIONS

Indemnification. To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify Valley of the Moon Water District, its directors, officers, employees, and authorized volunteers (collectively "Indemnitees"), against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees and costs, arising from all acts or omissions of Contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages or expenses arising from Valley of the Moon Water District's sole active negligence or willful acts.

Minimum Insurance Requirements. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

Coverage. Coverage shall be at least as broad as the following:

1. **Commercial General Liability (CGL).** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Valley of the Moon Water District) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability.** Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
3. **Workers' Compensation Insurance.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the Valley of the Moon Water District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Valley of the Moon Water District; but this provision applies regardless of whether or not the Valley of the Moon Water District has received a waiver of subrogation from the insurer.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Valley of the Moon Water District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Valley of the Moon Water District.

Other Required Provisions. The general liability policy must contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status.** Valley of the Moon Water District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10

10 01), with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

2. **Primary Coverage.** For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Valley of the Moon Water District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the Valley of the Moon Water District its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Valley of the Moon Water District.

Self-Insured Retentions. Self-insured retentions must be declared to and approved by the Valley of the Moon Water District. The Valley of the Moon Water District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Valley of the Moon Water District. .

Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by Valley of the Moon Water District.

Verification of Coverage. Contractor shall furnish the Valley of the Moon Water District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Valley of the Moon Water District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Valley of the Moon Water District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Valley of the Moon Water District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage. All subcontractors shall be appropriately licensed.

No Exclusivity. Contractor acknowledges that Valley of the Moon Water District may enter into agreements with other contractor or consultants for services similar to the services that are the subject of this Contract or may have its own employees perform services similar to the services contemplated by this Contract.

Safety. In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. Contractor is solely responsible for ensuring safety during the project. All work shall be performed by properly trained and licensed personnel.

Lien-Free. Contractor shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The Contractor

warrants that it has good title to all materials or products used by Contractor or provided to Valley of the Moon Water District pursuant to this Contract, free from all liens, claims or encumbrances.

Responsibility for Damage. Contractor shall be liable for any damage caused by Contractor to any Valley of the Moon Water District or third party property during Contractor's performance of the Scope of Services or authorized extra work, and such damage shall be repaired at the Contractor's sole expense.

Guarantee and Warranties. Contractor hereby guarantees the services performed pursuant to the Scope of Services ("Guarantee"). Contractor grants to Valley of the Moon Water District for a period of one year following performance of the work its unconditional warranty of the quality and adequacy of all the work including, without limitation, all labor, materials and equipment provided by Contractor and its subcontractors of all tiers in connection with the work ("Warranty"). Neither final payment nor use nor occupancy of the work performed by the Contractor shall constitute an acceptance of work not done in accordance with this Guarantee or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the work and pay for any damage resulting therefrom, which shall appear within one year from the date of Final Acceptance of the Work completed. If within one year after the date of performance of the work, or such other period of time as may be prescribed by laws or regulations, or by the terms of contract documents or any extended warranty or guarantee, any work is found to be defective, Contractor shall promptly, without cost to Valley of the Moon Water District and in accordance with Valley of the Moon Water District's written instructions, correct such defective work. Contractor shall remove any defective work rejected by Valley of the Moon Water District and replace it with work that is not defective, and satisfactorily correct or remove and replace any damage to other work or the work of others resulting therefrom. If Contractor fails to comply promptly with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Valley of the Moon Water District may have the defective work corrected or the rejected work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective work, or defects are discovered outside the correction period, Valley of the Moon Water District shall have all rights and remedies granted by law. Contractor shall respond within 72 hours to any claim made by Valley of the Moon Water District pursuant to this Guarantee and Warranty. This Guarantee and Warranty is in not in lieu of, any and all other Contractor liability imposed under the Contract or at law. In the event of any conflict or inconsistency between the terms of this Guarantee, Warranty, and any Contractor warranty or obligation Contractor under the Contract or at law, such inconsistency or conflict shall be resolved in favor of the greater protection to Valley of the Moon Water District.

Prevailing Wage. No contractor or subcontractor may be listed on a bid quote for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The project is also subject to prevailing wage. Contractor is required to secure the payment of workers' compensation to his or her employees. Labor Code Section 1860. Contractor shall also ensure its subcontractors, if any, pay prevailing wage to their workers for work on the project. The contractor shall post the applicable prevailing wage rate on the project site. Labor Code Section 1771.4. The applicable wage rates are available at www.dir.ca.gov.

Labor Compliance. Contractor shall comply with all applicable wage and hour laws, including without limitation, Labor Code Sections 1810-1815. Failure to so comply shall constitute a default under this Contract. Eight hours of labor performed in execution of the Contract constitutes a legal day's work. The time of service of any worker

employed on the Project is limited and restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week. Contractor and its subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him or her in connection with the Project. The record shall be kept open at all reasonable hours to the inspection of Valley of the Moon Water District and to the Division of Labor Standards Enforcement.

Prevailing Wage and Labor Indemnification. To the greatest extent allowed by law, Contractor shall indemnify, defend (with counsel approved by Indemnitee) and hold the Indemnitees harmless from and against all Claims that directly or indirectly, in whole or in part, are caused by, arise in connection with, result from, relate to, or are alleged to be caused by, arise in connection with, or relate to, the payment or requirement of payment of prevailing wages (including without limitation, all claims that may be made by contractors, subcontractors or other third party claimants pursuant to Labor Code Sections 1726 and 1781) or the failure to comply with any state or federal labor laws, regulations or standards in connection with this Contract, including but not limited to the Prevailing Wage Laws, or any act or omission of Contractor related to this Contract with respect to the payment or requirement of payment of prevailing wages, whether or not any insurance policies shall have been determined to be applicable to any such claims.

Audits. Pursuant to Government Code section 8546.7, Contractor is notified that the contracting parties hereto are subject to audit. The Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized State, and/or Valley of the Moon Water District officials or authorized representatives access to the work area (if under Contractor's control), as well as all books, documents, materials, papers, and records of the Contractor, and any subcontractors, that are directly pertinent to the Scope of Services for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor, and any subcontractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Contract in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the expiration of the term of this Contract. Contractor will allow interviews of any employees or other workers, staff, or consultants who might reasonably have information related to such records.

Notices. All notices or other communications required or permitted hereunder shall be in writing, and shall be sent by first class U.S. Mail, or by a recognized overnight courier or express delivery service, and shall be deemed received five days after it is deposited in the mail or with the overnight courier. In addition, notice may be provided by electronic communication (email), in which case notice shall be deemed delivered upon transmittal, provided that a duplicate copy of the notice is promptly sent by U.S. Mail, overnight courier, or express delivery. Any notice given by email shall be considered to have been received on the next business day if it is received after 5 p.m. recipient's time or on a non-business day. Notices shall be sent to the addresses and/or e-mail addresses identified on the cover page of the contract. The parties may update their delivery address by written notice.

Waiver. The waiver or failure to enforce any provision of this Contract shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

Assignment. This Contract shall not be delegated or assigned by Contractor, either in whole or in part, without prior written consent of Valley of the Moon Water District. Any assignment or purported assignment of this Contract by Contractor without the prior written consent of Valley of the Moon Water District will be deemed void and of no force or effect.

Conflict Of Interest. Contractor covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance under this Contract. Contractor further covenants that no person or subcontractor having any such interest shall be employed or retained by Contractor under this Contract. Contractor agrees to inform Valley of the Moon Water District in writing of all Contractor's interests, if any, which are or may be perceived as incompatible with Valley of the Moon Water District's interests. Contractor shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom Contractor is doing business or proposing to do business, in accomplishing the work under this Contract. Contractor or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to Valley of the Moon Water District employees.

No Obligations to Third Parties. Unless expressly provided herein, the execution and delivery of this Contract shall not be deemed to confer any rights upon, nor obligate any of the parties thereto, to any person or entity other than the parties hereto. There are no intended third party beneficiaries of this Contract.

Disputes and Claims.

1. The parties shall deal in good faith and attempt to resolve potential disputes between the parties arising under, related to or involving the Contract informally.

2. If the dispute persists, Contractor shall submit to the Valley of the Moon Water District written demand for a final decision regarding the disposition thereof, unless Valley of the Moon Water District, on its own initiative, has already rendered such a final decision. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data is accurate and complete and that the amount requested accurately reflects an adjustment for which Contractor believes Valley of the Moon Water District is liable. If Contractor disagrees with Valley of the Moon Water District's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with the procedures provided in Exhibit C. Contractor shall diligently prosecute the work under the Contract pending resolution of any claim. Contractor's failure to diligently proceed in accordance with the Scope of Services shall be considered a material breach of the Contract. The claim notice and documentation procedure described in this Section applies to all claims and disputes arising under this Contract, including without limitation any claim or dispute by any Subcontractor or material contractor. The provisions of this Section and Exhibit C shall survive termination, breach or completion of the work contemplated in this Contract. Notwithstanding anything to the contrary in this paragraph, Valley of the Moon Water District reserves the right to terminate as provided in Exhibit D without first adhering to this paragraph or Exhibit C.

Termination. The parties may only terminate the Contract pursuant to the rules and procedures provided in Exhibit D.

Applicable Law. This Contract shall be governed by and construed in accordance with the laws of the State of California without reference to its choice of laws rules, and the exclusive venue to handle litigation to enforce this Contract shall be the Superior Court of California, County of Sonoma.

Entire Agreement. This Contract, which includes Exhibits A, B, C, and D, supersedes any prior agreements, proposals, quotes, negotiations and communications, oral or written, and contains the entire agreement between

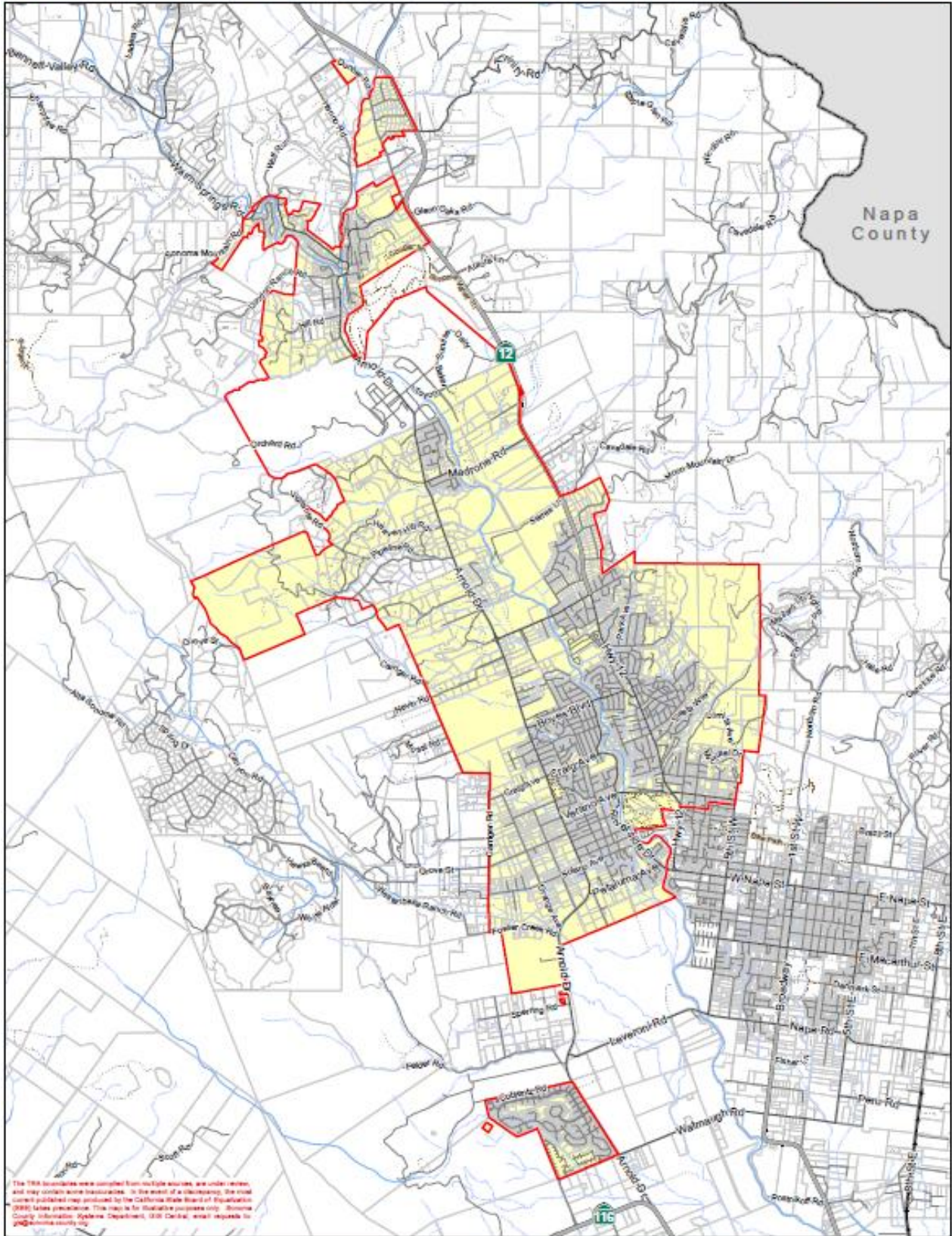
Valley of the Moon Water District and Contractor as to the subject matter hereof. No subsequent agreement, representation, or promise made by the parties hereto, or by or to an employee, officer, agent or representative of the parties hereto shall be of any effect unless it is in writing and executed by the party to be bound thereby.

Counterparts; Electronic Signatures. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Contract may be executed and transmitted electronically and, in such event, the transmission by electronic means shall have the same force and effect as the hand delivery of an original of this Contract to the recipient duly executed in ink.

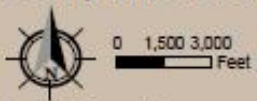
Exhibit A, RFQ

Exhibit B, District Map:

C O U N T Y O F S O N O M A



Valley of the Moon
County Water District



Approved by Commission
on October 4, 2017, Res No. 2679

- Valley of the Moon Water District
- VOMWD Sphere of Influence
- County of Sonoma GIS Parcel
- Freeway
- Highway
- Railway (Track)
- Primary Rd
- Secondary Rd
- Interchange
- Access Rd
- Private Rd
- Path
- Perennial Stream
- Intermittent Stream

DATE: 10/10/2018



- Author: LARCO
- Projection & Coordinate System: The California State Plane Coordinate System, Zone 5, NAD 83, US survey feet, Lambert Conformal Conic.
- Some data have been reprojected from other coordinate systems and may not reflect actual ground positions.
- Document Source and Date: a-e-gis@sonomacounty.org, PROJECT: LARCO, www.co.sono.ca.gov/ValleyMoon/WaterDistrict
- Data Source: Sonoma County Information Systems Department, GIS Central, 8/16/17 GIS Assessment team, Sonoma County Assessor, LARCO

4900-6120-694:

Exhibit C, Dispute Resolution Procedures

1. "Claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this Contract or the work to be performed hereunder. In order to qualify as a "claim," the written demand must state that it is a claim submitted under the Contract and this Exhibit C. A voucher, invoice, change order or modification request, or other routine or authorized form of request for payment is not a Claim.

2. Upon receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, Valley of the Moon Water District or its designee will review the issue and render a final determination. Valley of the Moon Water District may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by Valley of the Moon Water District to evaluate and decide Contractor's claim.

3. EXCEPT WHERE PROVIDED BY LAW, VALLEY OF THE MOON WATER DISTRICT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS.

4. Claim Format. Contractor shall submit the claim justification in the following format:

4.1 Cover letter and certification under penalty of perjury of the accuracy of the claim;

4.2 Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;

4.3 List of documents relating to claim including clarifications/requests for information, schedules, notices of delay, and any others;

4.4 Chronology of events and correspondence;

4.5 Analysis of claim merit;

4.6 Analysis of claim cost; and

4.7 Attach supporting documents referenced in Paragraph 4.

5. Mediation. All Contractor claims in excess of \$50,000 shall, as a condition precedent to litigation thereon, first be mediated. Mediation shall be non-binding and utilize the services of a mediator mutually acceptable to the parties and, if the parties cannot agree, a mediator selected by the American Arbitration Association from its panel of approved commercial mediators. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of mediation shall be equally shared.

6. Exclusive Remedy. Contractor's performance of its duties and obligations specified in this Exhibit C and administration of a claim as provided in this Exhibit C is Contractor's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of Contract terms or other contractual or tort relief arising from Contract. This exclusive remedy and the limitation of liability apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Contract, negligence or strict liability by Valley of the Moon Water District, its representatives, consultants or

agents, or the transfer of Goods or Services to Valley of the Moon Water District for any reason whatsoever. Contractor waives and covenants not to use any claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission, administration, and mediation requirements. Compliance with the claim submission, administration, and mediation procedures described in this Exhibit C is a condition precedent to the right to commence litigation or commence any other legal action. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Exhibit C may not be asserted in any subsequent Government Code section 910 claim, litigation or legal action. Valley of the Moon Water District shall not be deemed to waive any provision under this Exhibit C, if at Valley of the Moon Water District's sole discretion, a claim is administered in a manner not in accord with this Exhibit C.

Exhibit D – Notice of Default and Termination

1. Valley of the Moon Water District may terminate this Contract without cause at any time upon at least 30 days' written notice served upon the Contractor stating the extent and effective date of termination.

2. In the event of a default by Contractor, Valley of the Moon Water district does not need to follow the dispute resolution procedures in Exhibit C, however, Valley of the Moon Water District shall provide at least five (5) days' written notice and opportunity to cure. If Contractor fails to timely cure, Valley of the Moon Water District may terminate this Contract for Contractor's default.

3. In the event of default by Valley of the Moon Water District, Contractor shall comply with the Dispute Resolution Procedures in Exhibit C. Once that process is complete, Contractor shall provide Valley of the Moon Water District with 30 days' written notice and opportunity to cure. If Valley of the Moon Water District fails to timely cure, Contractor may terminate this Contract for Valley of the Moon Water District's default.

4. After receipt of the notice of termination, Contractor shall:

4.1 Stop all work under this Contract on the date specified in the notice of termination; and

4.2 Transfer to Valley of the Moon Water District and deliver in the manner as directed by Valley of the Moon Water District any data, estimates, graphs, summary reports, documents or other related materials and or records, as may have been prepared or accumulated by Contractor in performance of services, whether completed or in progress or which, if the Contract had been completed or continued, would have been required to be furnished to Valley of the Moon Water District.

5. After termination, Valley of the Moon Water District shall make payment only for Contractor's performance, which has been completed and accepted by Valley of the Moon Water District, up to the date of termination in accordance with this Contract.

6. If the termination is due to a default by Contractor, Valley of the Moon Water District may take over the work and prosecute the same to completion by contract or otherwise. Contractor shall be liable to Valley of the Moon Water District for any reasonable additional costs incurred by Valley of the Moon Water District to revise work for which Valley of the Moon Water District has compensated Contractor under this Contract, but which Valley of the Moon Water District has determined in its sole discretion needs to be revised in part or whole to complete the services required under this Contract. In the event of termination due to a default by Contractor this Contract shall terminate immediately upon Contractor's receipt of the notice of termination. Termination of this Contract for cause may be considered by Valley of the Moon Water District in determining whether to enter into future contracts with Contractor.

7. Contractor's rights under this Contract shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Contract by Contractor; or in the event of Contractor's unwillingness or inability for any reason whatsoever to perform the terms of this Contract. In such event, Contractor shall not be entitled to any further compensation under this Contract.

8. The rights and remedies of Valley of the Moon Water District provided in this Section are in addition to any other rights and remedies provided by law, in equity or under this Contract.