

COUNTY OF SONOMA
AGREEMENT FOR SERVICES

This agreement ("Agreement"), dated as of _____, 2025 ("Effective Date"), is by and between the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and EBA Engineering (hereinafter "Contractor").

RECITALS

WHEREAS, Contractor represents that it is a duly qualified environmental engineering firm, experienced in the investigation, review, and remediation planning of property and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to use the services of Contractor to conduct an Environmental Investigation and Review of the property located at 1080, 1122, 1150, and 1196 Liberty Road, Petaluma, California 94952, and develop a work plan for site remediation.

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

AGREEMENT

1. Scope of Services

1.1. Contractor's Specified Services

Contractor shall perform the services described in Exhibit A (Scope of Work), attached hereto and incorporated herein by this reference (hereinafter "Exhibit A"), within the times or by the dates provided for in Exhibit A and pursuant to Article 7 (Prosecution of Work). In the event of a conflict between the body of this Agreement and Exhibit A, the provisions in the body of this Agreement shall control.

1.2. Cooperation With County

Contractor shall cooperate with County and County staff in the performance of all work hereunder.

1.3. Performance Standard

Contractor shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Contractor's profession. County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release. If County determines that any of Contractor's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Contractor to meet with County to review the quality of the work and resolve matters of concern; (b) require Contractor to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4 (Termination); or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel

- a. Contractor shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Contractor to perform work hereunder, Contractor shall remove such person or persons immediately upon receiving written notice from County.
- 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 County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Contractor shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Contractor's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness, or other factors outside of Contractor's control, Contractor shall be responsible for timely provision of adequately qualified replacements.

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein. In the event of a conflict between the terms in the body of this Agreement and any of the following exhibits, the terms in the body of this Agreement shall control.

- Exhibit A. Scope of Work
- Exhibit B. Budget
- Exhibit C. Insurance Requirements

2. Payment

For all services and incidental costs required hereunder, Contractor shall be paid in accordance with the following terms:

2.1. Payment for Services

Contractor shall be paid multiple lump sums in accordance with the tasks and sub-tasks displayed in Exhibit B (Budget), attached hereto and incorporated herein by this reference (hereinafter "Exhibit B"), regardless of the number of hours or length of time necessary for Contractor to complete the services. Contractor shall not be entitled to any additional payment for any expenses incurred in completion of the services.

Upon completion of each sub-task, Contractor shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of County department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by County.

2.2. Maximum Payment Obligation

In no event shall County be obligated to pay Contractor more than the total sum of \$285,062.86 under the terms and conditions of this Agreement.

2.3. California Franchise Tax Withhold

Pursuant to California Revenue and Taxation Code (R&TC) Section 18662, County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this Agreement for payment and reporting to the California Franchise Tax Board if Contractor 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.

If Contractor does not qualify, County requires that a completed and signed California Form 587 be provided by Contractor in order for payments to be made. If Contractor is qualified, then County requires a completed California Form 590. California Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Contractor agrees to promptly notify County of any changes in the facts. Forms should be sent to County pursuant to Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments). To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

2.4. Overpayment

If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County, or at County's option, permit County to offset the amount of such overpayment against future payments owed to Contractor under this Agreement or any other agreement.

2.5. Disallowance of Payment

In the event that Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County, State of California, or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or at its option, County may offset the amount disallowed from any payment due or that becomes due to Contractor under this Agreement or any other agreement.

2.6. Budget Line Amendments

County Department of Health Services Director is authorized to approve and execute a "Budget Revision Form", which revises program funds in the line items set forth in the Program Budget Summary, so long as changes do not result in an increase in County's maximum payment obligation as set forth in Article 2 (Payment) of this Agreement.

2.7. Federal Funding

This Section 2.7 is applicable if all or part of this Agreement will be paid with federal awards.

2.7.1. Required Information

As a pass-through entity, County is required to provide certain information regarding federal award(s) to Contractor as a subrecipient. In signing this Agreement, Contractor acknowledges receipt of the following information regarding federal award(s) that will be used to pay this Agreement:

- a. CFDA Number: n/a
- b. CFDA Title: n/a
- c. Federal Agency: n/a
- d. Award Name: n/a
- e. Federal Award(s) Amount: n/a
- f. Unique Entity Identifier (UEI/DUNS Number): n/a

2.7.2. Title 2 Code of Federal Regulations Part 200

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "2 CFR Part 200"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$1,000,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions regarding 2 CFR Part 200 can be directed to County's Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

2.7.3. Audits

Contractor agrees that all expenditures of state and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, state agencies, and/or federal agencies. Contractor warrants that it shall comply with the audit requirements as set forth in 2 CFR Part 200. County agrees to provide 14-days notice of intent of County to audit Contractor. Contractors subject to the Single Audit Act of 1984 and Single Audit Act Amendments of 1996 shall annually submit an independent audit conforming to 2 CFR Part 200, which applies to non-profit organizations.

2.7.4. Copy of Audit

Contractor agrees that a copy of audits performed shall be submitted to County no later than 30 days after completion of the audit report, or no later than 9 months after the end of Contractor's fiscal year, whichever comes first. The Contractor's agreement(s) with audit firms shall have a clause to permit access by County, state agencies, and/or federal agencies to the working papers of the external independent auditor.

2.7.5. Retention of Audit Report

Contractor agrees that audit reports and work papers shall be retained for a minimum of 7 years from the date of the audit report, unless the auditor is notified in writing by County, a state agency, and/or a federal agency to extend the retention period.

2.7.6. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state agencies, and/or federal agencies related to services provided by Contractor under this Agreement. Unallowable costs that have been claimed and reimbursed will be refunded to the program that reimbursed the unallowable costs either by cash refund or by offset to subsequent claims.

3. Term of Agreement

The term of this Agreement shall be from February 1, 2025 to June 30, 2026 unless terminated earlier in accordance with the provisions of Article 4 (Termination).

4. Termination

4.1. Termination Without Cause

Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days advance written notice to Contractor.

4.2. Termination for Cause

Notwithstanding any other provision of this Agreement, should Contractor 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, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3. Delivery of Work Product and Final Payment Upon Termination

In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4. Payment Upon Termination

Upon termination of this Agreement by County, Contractor 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 Contractor bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Contractor shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to Section 4.2 (Termination for Cause), County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Contractor.

4.5. Authority to Terminate

The Board of Supervisors has the authority to terminate this Agreement on behalf of County. In addition, the Purchasing Agent or Department of Health Services' Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of County.

4.6. Obligations After Termination

The following shall remain in full force and effect after termination of this Agreement: (1) Section 2.7 (Federal Funding), (2) Article 5 (Indemnification), (3) Section 9.5 (Records Maintenance), (4) Section 9.5.1 (Right to Audit, Inspect, and Copy Records), (5) Section 9.15 (Confidentiality), and (6) Section 13.5 (Applicable Law and Forum).

4.7. Change in Funding

Contractor understands and agrees that County shall have the right to terminate this Agreement immediately upon written notice to Contractor in the event that (1) any state and/or federal agency and/or other funder(s) reduces, withholds, or terminates funding which County anticipated using to pay Contractor for services provided under this Agreement, or (2) County has exhausted all funds legally available for payments due under this Agreement.

5. Indemnification

Contractor agrees to accept responsibility for loss or damage to any person or entity, including County, and to defend, indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Contractor, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor or its agents, employees, contractors, subcontractors, or invitees hereunder, whether or not there is concurrent or contributory negligence on County's part, but, to the extent required by law, excluding liability due to County's conduct. 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 Contractor or its agents, employees, contractors, subcontractors, or invitees under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance

With respect to performance of work under this Agreement, Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain insurance as described in Exhibit C (Insurance Requirements), which is attached hereto and incorporated herein by this reference (hereinafter "Exhibit C").

7. Prosecution of Work

The execution of this Agreement shall constitute Contractor's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God, or by strike, lockout, or similar labor disturbances, the time for Contractor's performance of this Agreement shall be extended by a number of days equal to the number of days Contractor has been delayed.

8. Extra or Changed Work

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 which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor 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 Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor 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 the County.

9. Representations of Contractor

9.1. Standard of Care

County has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state, and local laws, it being understood that acceptance of Contractor's work by County shall not operate as a waiver or release.

9.2. Status of Contractor

The parties intend that Contractor, 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. Contractor is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, workers' compensation plan, insurance, bonus, or similar benefits that County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4 (Termination), Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3. No Suspension or Debarment

Contractor 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. Contractor 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 Nonprocurement Programs" issued by the General Services Administration. If Contractor becomes debarred, Contractor has the obligation to inform County.

9.4. Taxes

Contractor 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.

Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5. Records Maintenance

Contractor shall keep and maintain full and complete documentation and accounting records concerning all services provided under this Agreement. Records shall include all medical records, accounting records, and administrative records related to services provided hereunder. Contractor agrees to preserve and maintain such records for a period of at least 7 years following the close of County and state fiscal year in which the services were provided. If an audit has been started, records must be retained until completion and final resolution of any and all issues that might arise. Final settlement shall be made at the end of the audit and appeal process. All accounting records shall be maintained so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed by Contractor. Accounting records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs.

9.5.1. Right to Audit, Inspect, and Copy Records

Contractor agrees to permit County and any authorized state or federal agency to audit, inspect, and copy all records, notes, and writings of any kind in connection with the services provided by Contractor under this Agreement, to the extent permitted by law, for the purpose of monitoring the quality and quantity of services, monitoring the accessibility and appropriateness of services, and ensuring fiscal accountability. All such audits, inspections, and copying shall occur during normal business hours. Upon request, Contractor shall supply copies of any and all such records to County. Failure to provide the above-noted documents requested by County within the requested time frame indicated may result in County withholding payments due under this Agreement. In those situations required by applicable law(s), Contractor agrees to obtain necessary releases to permit County or governmental or accrediting agencies to access patient medical records. Contractor agrees to comply with all requests for information from County necessary to fulfill County's reporting obligations. This includes providing any reports prepared by Contractor or its subcontractors, consultants, and agents, as well as any data or documentation required by County. All information must be provided in a timely and accurate manner to ensure compliance with applicable reporting requirements.

9.6. Conflict of Interest

Contractor 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. Contractor further covenants that in the performance of this Agreement, no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7. Statutory Compliance/Living Wage Ordinance

Contractor 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, Contractor 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.

9.8. Nondiscrimination

Without limiting any other provision hereunder, Contractor 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, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9. AIDS Discrimination

Contractor agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10. Assignment of Rights

Contractor assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, and right to ideas in and to all versions of the plans and specifications, if any, now or later, prepared by Contractor in connection with this Agreement. Contractor agrees to take such actions as are necessary to protect the rights assigned to County in this Agreement, and to refrain from taking any action which would impair those rights. Contractor's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. Contractor shall not use or permit another party to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.11. Ownership and Disclosure of Work Product

All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this

Agreement, Contractor shall promptly deliver to County all such documents which have not already been provided to County in such form or format as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

9.12. Authority

The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Contractor.

9.13. Sanctioned Employee

Contractor agrees that it shall not employ in any capacity, or retain as a subcontractor in any capacity, any individual or entity that is listed on any list published by the Federal Office of Inspector General regarding the sanctioning, suspension, or exclusion of individuals or entities from the federal Medicare and Medicaid programs. Contractor agrees to monthly review said state and federal lists to confirm the status of current employees, subcontractors, and contractors. In the event Contractor does employ such individual(s) or entity(ies), Contractor agrees to assume full liability for any associated penalties, sanctions, loss, or damage that may be imposed on County by the Medicare or Medicaid programs.

9.14. Compliance with County Policies and Procedures

Contractor agrees to comply with all County policies and procedures as they may relate to services provided hereunder, including, but not limited to, County's policies and procedures, manuals, programs, and processes related to selection, retention, credentialing and recredentialing providers, utilization management, quality management, compliance, grievances, appeals, and expedited appeals, advanced directives, and administrative manual.

9.15. Confidentiality

Contractor agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations. This Section 9.15 shall survive termination of this Agreement.

9.16. Lobbying

If any federal funds are to be used to pay for any services under this Agreement, Contractor shall fully comply with all certifications and disclosure requirements prescribed by Section 319 of the Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

9.17. Subcontractors

Contractor agrees that any employees or agents of Contractor that assist Contractor in the provision of services shall also satisfy the requirements of this Agreement. In this regard, Contractor understands and agrees that all obligations and prohibitions imposed on Contractor pursuant to this Agreement are equally applicable to each and every individual providing services through Contractor under this Agreement, and Contractor shall assure that such individuals agree to comply with such obligations and prohibitions.

9.18. Licensure and Staffing

Contractor warrants that it and all its employees and sub-contractors providing or supervising services under this Agreement have all necessary licenses, permits, and certificates to provide services under this Agreement, as required by applicable state and federal laws, rules, and regulations. Contractor agrees to maintain said licenses, permits, and certificates in good standing for the duration of this Agreement. A copy of each such licenses, permits, and certificates shall be made available upon request, not to exceed three (3) business days after the initial request, for inspection, review, and/or audit by authorized representatives and designees of County, state, and/or federal governments during the term of this Agreement and for the applicable records retention period. Failure to maintain said licenses, permits, and/or certificates in effect for the duration of this Agreement shall be deemed a material breach of this Agreement and constitutes grounds for immediate termination of this Agreement by County. Staff shall only function within the scope of practice as dictated by licensing boards/bodies. At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County a list of all persons by name, title, professional degree, and experience who are providing any services under this Agreement.

9.19. Charitable Choice/Faith-Based Organizations

Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (i) the funds are made available on an equal basis for programs or services affiliated with non-religious organizations; (ii) the program funded does not have the substantial effect of supporting religious activities; (iii) the funding is indirect, remote, or incidental to the religious purpose of the organization.

Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization that (i) has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (ii) will use the funds for a religious purpose; (iii) will use the funds for a program or service that subjects its participants to religious education.

Contractor agrees and acknowledges that all recipients of funding from County must (i) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, Section 8 and Article XVI, Section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (ii) segregate such funding from all funding used for religious purposes.

10. Demand for Assurance

Each party to this Agreement undertakes the obligation that the other party'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 party 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 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 limits County's right to terminate this Agreement pursuant to Article 4 (Termination).

11. Assignment and Delegation

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 party, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County	To Contractor
Leslye Choate Environmental Health Program Manager Public Health Division Department of Health Services County of Sonoma 463 Aviation Santa Rosa CA 95403 707-565-6546 leslye.choate@sonoma-county.org	David Noren Vice President EBA Engineering 825 Sonoma Avenue Santa Rosa CA 95404 707-544-0784 dnoren@ebagroup.com

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 facsimile or email, 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 promptly deposited in the U.S. Mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email 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 12.

13. Miscellaneous Provisions

13.1. No Waiver of Breach

The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2. 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. Contractor and County 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 party. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3. 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.

13.4. 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.

13.5. 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 the City of Santa Rosa or the forum nearest to the City of Santa Rosa in the County of Sonoma.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. Time of Essence

Time is and shall be of the essence of this Agreement and every provision hereof.

13.10. Counterparts and Electronic Copies

The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all

purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execute this Agreement by electronic means.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONTRACTOR:

David Noren, Vice President
EBA Engineering

Dated

COUNTY OF SONOMA:

Approved; Certificates of Insurance on File with County:

Jennifer Solito, Interim Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

2/28/25

Dated

Approved as to Substance:

signed on behalf of Ken Tasseff
Privacy & Security Officer or Designee

02/25/2025

Dated

Exhibit A. Scope of Work

Scope of Work

Conduct an Environmental Investigation and Review of the property (Liberty Road Property) located at the following addresses: 1080, 1122, 1150, and 1196 Liberty Road, Petaluma, California 94952 and develop a work plan for site remediation.

The scope of work consists of the following tasks:

Task 1: Site Assessment

Task 1 includes the implementation of the site assessment activities outlined within the Request for Proposal (RFP), which are further described within Contractor's February 16, 2023 Work Plan (Work Plan). The subtasks below outline the permitting & pre-field activities, field procedures, sampling protocols, analytical testing, disposal of investigation derived waste (IDW), and reporting associated with the completion of the site assessment. The purpose of the site assessment activities is to fill data gaps and collect sufficient analytical data to allow for evaluation of remedial options suited to the Liberty Road Property and the desired outcome for the Liberty Road Property of future unencumbered (residential) land use. Deliverables for Task 1 include a Technical Report documenting the site assessment activities, analytical results, findings, and conclusions.

Subtask 1a – Project Coordination, Permitting, and Pre-Field Activities

Task 1a includes all project coordination and project management costs associated with implementing the site assessment activities outlined herein. Included in this Subtask 1a are costs for obtaining an environmental assessment drilling permit from the Sonoma County Department of Health Services – Environmental Health Division (CSDHS-EHD), coordinating with all interested parties, scheduling with subcontractors, and marking the proposed drilling locations for Underground Service Alert (USA) to ensure the drilling locations are clear of subsurface public utilities. To facilitate Contractor's completion of these tasks, it is assumed that County will secure an access agreement with GS Strategies, Inc., the designated Receiver for the Liberty Road properties.

Subtask 1b – Exploratory Test Pits

Under the oversight of Contractor, Northwest General Engineering, an A-Hazardous licensed contractor, will excavate up to 35 test pits using a backhoe and/or excavator at the locations detailed within the Work Plan. The test pits will be excavated to a minimum depth of approximately five feet below ground surface (bgs) and, in cases where subsurface waste is encountered, will continue to a depth sufficient to ensure the vertical extent of subsurface waste is adequately characterized. Each test pit will be excavated along a transect of approximately 40 feet in length. Excavated materials will be screened in the field for volatile organic compounds (VOCs) using a calibrated photoionization detector (PID) and using visual and olfactory observations. At each test pit location, a test pit log will be generated documenting the observed lithology, PID detections, and presence, type, and depth of any observed subsurface wastes. The excavation activities will be photo-documented, and a GPS coordinate location will be obtained and included as part of the project documentation. The areal extent of excavation will also be marked with wooden lathe and subsequently surveyed.

While the primary goal of the additional test pits is to adequately characterize the extent of subsurface wastes, Contractor will collect select soil samples for analytical testing to supplement the shallow soil sample dataset from the 2020 Phase II Environmental Site Assessment (ESA). As described within the Work Plan, two soil samples will be collected from each test pit location from the following depth intervals: shallow (0 to 0.5 feet bgs) and from 0.5 to 1.0 feet below the maximum vertical extent of subsurface waste (or from a default depth of 3.0 feet bgs for test pits in which subsurface waste is not observed).

All of the soil samples will be collected directly from the backhoe or excavator bucket in two-inch diameter by six-inch long stainless-steel tubes, sealed with Teflon™ tape, labeled, and placed under refrigerated conditions pending transport under chain-of-custody (C-O-C) procedures to McCampbell Analytical (McCampbell), a State-certified analytical testing laboratory located in Pittsburg, California, for the requested chemical analysis. Soil samples collected for the analysis of VOCs will be prepared in accordance with EPA Method 5035.

Following sample collection, each test pit will be backfilled and compacted with the excavated materials in the approximate reverse order each test pit was excavated.

Subtask 1b also includes analytical testing fees for the soil samples collected from the test pit locations and retained for chemical analysis. As described within the Work Plan, these soil samples will be analyzed for the following constituents:

- The 17 California Assessment Manual Metals (CAM 17 Metals) by Environmental Protection Agency (EPA) Method 6020A
- Gasoline Range Organics (GRO), Diesel Range Organics (DRO) and Heavy Range Organics (HRO) using EPA Method 8015B/5035
- Full list VOCs (including fuel oxygenates) using EPA Method 8260D/5035
- Semi-Volatile Organic Compounds (SVOCs) using EPA Method 8270E/3550. SVOC analysis using Selective Ion Monitoring (SIM) in an attempt to achieve laboratory reporting limits (LRLs) at or below applicable regulatory screening criteria

As described within the Work Plan, for test pit locations in which evidence of burned waste is observed, the soil samples will be additionally analyzed for dioxins and furans using EPA Method 8290. While the number of test pits with burned waste is currently unknown, for cost estimation purposes it is assumed that burned waste will be observed within three test pits requiring a total of six soil samples to be analyzed for dioxins and furans as part of Subtask 1b. If burned waste is observed in additional test pits and additional analysis of dioxins and furans is required, this testing would be billed as extra costs contingent upon prior approval by the County.

Subtask 1c – Soil Borings and Groundwater Sampling

Contractor personnel will supervise Cascade Drilling, Inc. (Cascade) in the advancement of five temporary soil borings (SB-1 through SB-5) at the approximate locations detailed within the Work Plan. The soil borings will be advanced to approximately 25 feet bgs (or five feet below first encountered groundwater). The borings will be drilled using a combination drilling rig equipped with rotary Hollow Stem Augers (HSAs) and direct push technology (DPT) tooling. Review of documentation of nearby regulated investigations, as available on the State Water Resources Control Board's SWRCB's GeoTracker web database, indicates that difficult drilling

conditions may be encountered which would be unsuitable for the use of DPT (highly cemented occurrences of the Wilson Grove formation). However, the area of the Liberty Road Property is mapped as Holocene alluvium of unknown thickness. As such, an attempt will first be made to advance the soil borings using DPT, and if drilling refusal is encountered, the borings will be drilled using HSA rotary drilling methods.

Soil samples will be collected for lithological characterization at a minimum frequency of one sample per every five feet. For DPT drilling, soil samples will be collected from the butyrate liners, whereas soil samples will be collected using a California-modified split spoon sampler for borings advanced by HSA rotary drilling. The soil samples will be screened in the field for the presence of VOCs using a PID calibrated pursuant to the manufacturer's recommendations. The soil borings will be logged in accordance with the Unified Soil Classification System (USCS) and PID readings will be recorded on the soil boring logs. Soil boring locations will be marked with wooden lathe and subsequently surveyed.

Once the borings are advanced to the target depth of first-encountered groundwater, plus five (5) feet to ensure adequate groundwater volume for sample collection, the drilling rods will be removed from the boring, and a groundwater grab sample will be collected from each borehole using a peristaltic pump or disposable polyethylene bailer. Temporary disposable 0.010-inch slotted PVC casing may be placed into the open boreholes to assist in collecting the groundwater grab samples. In addition, a soil sample will be collected from each soil boring at the approximate soil-groundwater interface. The soil and groundwater samples will be collected in sterile, laboratory-supplied sample containers, sealed, labeled, logged on a C-O-C form, and placed under refrigerated conditions pending transport to McCampbell for analytical testing. Depth to groundwater relative to the ground surface will be recorded prior to the collection of the groundwater samples

Subtask 1c includes analytical testing fees for the soil and groundwater samples collected from soil borings SB-1 through SB-5 and retained for chemical analysis. As described within the Work Plan, these samples will be analyzed for the following constituents:

- CAM 17 Metals by EPA Method 6020A
- GRO, DRO, and HRO using EPA Method 8015B/5035
- Full list VOCs (including fuel oxygenates) using EPA Method 8260D/5035
- SVOCs using EPA Method 8270E/3550. SVOC analysis will utilize SIM in an attempt to achieve LRLs at or below applicable regulatory screening criteria.

Subtask 1d – Creek Sediment Sampling

Two sediment samples will be collected from the unnamed creek which flows through the northern portion of the Liberty Road Property. Sediment samples will be collected from an approximate depth of 0 to 0.5 feet bgs in laboratory-provided sterile sample containers and then capped, sealed, labeled, and placed under refrigerated conditions pending transport under C-O-C procedures to McCampbell for the requested analysis. Soil samples collected for the analysis of VOCs will be prepared in accordance with EPA Method 5035. Field observations and GPS coordinates for each sampling location will be recorded in the project documentation.

Subtask 1d includes analytical testing fees for sediment samples retained for chemical analysis. As described within the Work Plan, these samples will be analyzed for the following constituents:

- CAM 17 Metals by EPA Method 6020A
- GRO, DRO and HRO using EPA Method 8015B/5035
- Full list VOCs (including fuel oxygenates) using EPA Method 8260D/5035
- SVOCs using EPA Method 8270E/3550. SVOC analysis will utilize SIM in an attempt to achieve LRLs at or below applicable regulatory screening criteria.

Subtask 1e – Soil Gas Probe Installation and Sampling

As detailed within the Work Plan, eight temporary soil gas vapor wells (SG-1 through SG-8) will be installed by a C-57 licensed drilling contractor under the direction of Contractor and sampled to evaluate the potential for vadose zone impacts resulting from historical activities at the Liberty Road Property as well as to assess if buried refuse has resulted in the generation of landfill gas (LFG)

It is anticipated that the soil vapor probe borings will be advanced using a truck-mounted drilling rig equipped with HSAs. In this scenario, a California-modified split spoon sampler would be used to collect soil samples from each borehole for soil logging purposes. However, due to the shallow drilling depth, the temporary soil vapor wells may alternatively be installed by hand-auger drilling methods if determined to be more appropriate to site conditions. The soil vapor probe borings will be drilled to a terminal depth of five feet bgs, which was determined based on the previously documented depth of subsurface waste (N&M, 2021). Soil samples will be screened in the field for the presence of VOCs using a PID and recorded in the field notes. Soil samples will be logged in accordance with the Unified Soil Classification System (USCS).

During soil vapor well probe installation, one soil sample will be collected for chemical analysis from the terminal depth of each soil vapor probe boring. The soil samples selected for laboratory analysis will be capped, sealed, labeled, and placed under refrigerated conditions pending transport under C-O-C procedures to McCampbell for the requested analysis. Soil samples collected for the analysis of VOCs will be prepared in accordance with EPA Method 5035.

Upon reaching the target depth, each soil vapor probe will be constructed with a stainless-steel vapor tip connected to 1/4-inch diameter Teflon®-type tubing. The vapor tip will be enclosed within the sand interval presented above in this Exhibit A. The upper portion of the probe will be sealed using a bentonite-grout mix. It should be noted that if groundwater is encountered during the installation of the temporary soil vapor probes, the depth of the probe and subsequent construction details may be modified as necessary to ensure sample collection.

Contractor will collect soil vapor samples from each of the temporary soil vapor probes (SG-1 through SG-8) approximately 48 hours after installation as described in applicable regulatory guidance documents. Soil vapor sample collection will be performed as described within the Work Plan. Once sampled, the temporary soil vapor probes will be properly abandoned.

Subtask 1e includes analytical testing fees for soil and soil vapor samples retained for chemical analysis. As described within the Work Plan, these samples will be analyzed as described below.

The soil vapor samples collected as part of this investigation will be analyzed for the following constituents:

- Total Volatile Hydrocarbons (TVH) using EPA Method TO-3
- Full list VOCs using EPA Method TO-15
- Methane using ASTM D 1946
- Hydrogen Sulfide, Oxygen, Carbon Dioxide, and Carbon Monoxide using ASTM D 1946

The TO-15 analysis will utilize SIM to achieve LRLs at or below applicable residential human health screening criteria. The soil vapor and leak detection samples will be also analyzed for the sample leak detection compound by EPA Method TO-3. Chemical analysis of soil vapor samples will be performed by K Prime, Inc. (K Prime), a State-certified air testing laboratory located in Santa Rosa, California.

The soil samples collected from the soil vapor probe locations and retained for chemical analysis will be analyzed for the following:

- CAM 17 Metals by EPA Method 6020A
- GRO, DRO and HRO using EPA Method 8015B/5035
- Full list VOCs (including fuel oxygenates) using EPA Method 8260D/5035
- SVOCs using EPA Method 8270E/3550. SVOC analysis will utilize SIM in an attempt to achieve LRLs at or below applicable regulatory screening criteria.

In addition, soil samples collected from SG-2 and SG-3 will be analyzed for dioxins and furans using EPA Method 8290 based on previously documented surface and/or subsurface burned waste at these locations.

Subtask 1f – Waste Profiling and Disposal

Subtask 1f includes waste profiling and subsequent disposal of up to eight IDW drums, which will consist of the drill cuttings generated during the drilling activities described above for Subtask 1c and Subtask 1e. Subtask 1f also includes the collection and chemical analysis of one four-to-one composite sample for GRO, DRO, HRO, VOCs, SVOCs, and CAM 17 Metals using the analytical methods as previously described herein. For cost estimation purposes, it is assumed that analytical data will indicate the drill cuttings are suitable for disposal as non-hazardous waste to a Class II solid waste landfill.

Subtask 1g – Reporting

Subtask 1g includes preparation of a Technical Report upon completion of the site assessment activities described above. The Technical Report will constitute the deliverable for Task 1 and will include a description of the work performed, summary tables of analytical results, a site map showing features relevant to the investigation, graphical soil boring logs, and certified analytical reports. The Technical Report will include a screening level-based human and environmental health risk evaluation utilizing the SFBRWQCB's Environmental Screening Levels (ESLs) (SFBRWQCB, 2019) and other applicable screening criteria, including but not limited to the Department of Toxic Substances Control's (DTSC's) Human Health Risk Assessment Note 3 (DTSC, 2020).

Task 2: Feasibility Study and Site Remediation Work Plan

Task 2 includes evaluation of remedial options suited to the conditions of the Liberty Road Property, development of an Engineer's Estimate of Cost for the available remedial options, and preparation of a Site Remediation Work Plan for the selected remedial approach. Project deliverables for Task 2 include an Engineer's Estimate of Cost for the technically viable remedial options and a Site Remediation Work Plan.

Subtask 2a – Remedial Options Evaluation

Subtask 2a includes an evaluation of Best Available Technology (BAT) to obtain post-remediation site conditions which coincide with the intended future use of the Liberty Road Property, taking into account applicable regulatory requirements with respect to the designation of the Liberty Road Property as a solid waste facility (SWIS No. 49- CR-0429) as well as soil, groundwater, and/or soil gas impacts as identified during the completion of the Task 1 Site Assessment activities.

Subtask 2b – Engineers Estimate of Cost

Subtask 2b includes preparation of an Engineers Estimate of Cost for the remedial options determined to be suited to site conditions from the perspectives of technical implementation and the desired project outcomes.

Subtask 2c – Site Remediation Work Plan

Subtask 2c includes preparation of a Site Remediation Work Plan, including the components as described within CalRecycle's Illegal Disposal Site Abatement Grant Application Guidelines and Instructions. These components include the following:

- Site description and history
- Discussion of prior site/land uses, ownership, and previous site investigations and characterizations
- Proposed project goals and objectives, and proposed remediation (including a detailed remedial approach)
- Discussion of all the required regulatory agency approvals and permits and the status of these approvals and permits
- Access documentation from owner/responsible party for proposed remediation
- Mobilization/logistical preparation
- Health and safety requirements
- Quantity estimates by site (e.g., tires, solid waste for disposal, metals for recycling, fencing, revegetation, earthwork)
- Excavation, sorting, loading, and hauling of solid waste to disposal or recycling facilities
- Sampling and Analysis Plans, if applicable
- Construction management / quality control / quality assurance/inspection

- Work to be performed by participating organizations (e.g., County Vehicle Abatement Program, County Hazardous Materials Teams)
- Project schedule, including major elements of the Work Plan, including obtaining necessary contracts, final inspection, and preparation of final project documents
- Documentation that the project complies with the California Environmental Quality Act (CEQA). This documentation requires a properly executed Notice of Exemption, Negative Declaration, or Environmental Impact Report
- Discussion of cost recovery activities, if applicable

For cost estimation purposes, it is assumed that the County will provide CEQA documentation as needed. Contractor's team of CEQA practitioners are able to assist in obtaining a properly executed Notice of Exemption, Negative Declaration, or Environmental Impact Report. If desired, Contractor can prepare a separate Cost Estimate Proposal for these services.

Task 3: Project Outreach

Task 3 includes meetings, regulatory consultations, and stakeholder engagement activities.

Subtask 3a – Meetings

Subtask 3a includes time and costs associated with anticipated project planning meetings with the County throughout the course of the project. For cost estimation purposes, it is assumed that a total of 24 hours will be devoted to this task. Additional meetings would be billed on a time-and-materials basis as extra costs contingent upon prior approval by the County.

Subtask 3b – Regulatory Consultations

Subtask 3b includes time and costs associated with anticipated consultations with the regulatory agencies throughout the course of the project. For cost estimation purposes, it is assumed that a total of 20 hours will be devoted to this task. Additional regulatory consultations would be billed on a time-and-materials basis as extra costs contingent upon prior approval by the County.

Subtask 3c – Stakeholder Engagement

Subtask 3c includes stakeholder engagement throughout the course of the project. For cost estimation purposes, it is assumed that a total of 16 hours will be devoted to this Subtask 3c. Additional stakeholder engagement activities would be billed on a time-and-materials basis as extra costs contingent upon prior approval by the County.

Task 4: Additional Work

Subtask 4a – Approved Changes to Work Plan

Due to the scope of work and unforeseen weather conditions, the scope of work will be completed before June 30, 2026. The quote for the RFP is \$237,552.38 and did not include additional sampling and work that may be required should the contractor encounter additional site remediation needs. To account for these unforeseen additional workplan needs, 120% of total estimated costs were added to the RFP amount. Workplan amendments shall be submitted by the contractor and approved by Department of Health Services prior to any additional work outside this immediate scope of work occurring. The revised amount of the contract is \$285,062.00.

Exhibit B. Budget

Tasks/Deliverables	Estimated Costs (\$)
Task 1: Site Assessment	
Subtask 1a: Project Coordination, Permitting, and Pre-Field Activities	9,192.85
Subtask 1b: Exploratory Test Pits	118,368.00
Subtask 1c: Soil Borings and Groundwater Sampling	30,283.12
Subtask 1d: Creek Sediment Sampling	2,165.80
Subtask 1e: Soil Gas Probe Installation and Sampling	31,019.11
Subtask 1f: Waste Profiling and Disposal	4,433.50
Subtask 1g: Reporting	8,930.00
Task 2: Feasibility Study and Site Remediation Work Plan	
Subtask 2a: Remedial Options Evaluation	4,940.00
Subtask 2b: Engineers Estimate of Cost	4,920.00
Subtask 2c: Site Remediation Work Plan	12,260.00
Task 3: Project Outreach	
Subtask 3a: Meetings	4,380.00
Subtask 3b: Regulatory Consultations	3,620.00
Subtask 3c: Stakeholder Engagement	3,040.00
Total Scope of Work Cost	237,552.38
Task 4: Additional Work	
Subtask 4a: Approved Changes to Work Plan	47,510.48
Total Contract Amount	285,062.86

Exhibit C. Insurance Requirements

(Template 5 – Rev 2024 May 20)

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

County reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Contractor 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. Workers Compensation and Employers Liability Insurance
 - a. Required if 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. Required Evidence of Insurance: Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, 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.

2. General Liability Insurance
 - a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
 - b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
 - c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County. Contractor is responsible for any deductible or self insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

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- d. **"County of Sonoma, its Officers, Agents, and Employees"** shall be endorsed as additional insureds for liability arising out of operations by or on behalf of the Contractor in the performance of this Agreement.
 - e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
 - f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
 - g. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a "separation of insureds" or "severability" clause which treats each insured separately.
 - h. Required Evidence of Insurance: Certificate of Insurance.
3. Automobile Liability Insurance
 - a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limits may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
 - b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor 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.
4. Professional Liability/Errors and Omissions Insurance
 - a. Minimum Limit: \$1,000,000 per claim or per occurrence.
 - b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000, it must be approved in advance by County.
 - c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
 - d. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
 - e. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.
5. Standards for Insurance Companies

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

6. Documentation

- a. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the entire term of this Agreement and any additional periods if specified in Sections 1 – 4 above.
- b. The name and address for Additional Insured endorsements and Certificates of Insurance is:

County of Sonoma, its Officers, Agents, and Employees
Attn: DHS – Contract & Board Item Development Unit
1450 Neotomas Avenue, Suite 200
Santa Rosa CA 95405
Email: DHS-Contracting@sonoma-county.org
- c. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- d. Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- e. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

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