



Sonoma County Public Infrastructure On-Call Contract Task Order

Contract Name

Contract # (or NA)

Task Order Number

Task Order Name

Date Issued

Proposals
Due

Task Order Manager

Phone #

E-mail

Funding Source

Specify "Other"

Disadvantaged
Business Participation

DBE Goal %
(NA if Federal)

Terms of Payment

Proposal Format:

1. Proposals should be submitted in the form of a letter and be no more than 4 pages long
2. Proposals must contain the following information:
 - Proposed Staff (in addition to Key Staff)
 - Proposed subconsultants (selected from those identified in your On-Call Proposal)
 - Narrative explanation of approach, to complete the Scope of Work and Deliverables
3. Attach timeline for work (does not count towards page limit)

NOTES:

1. Order of Precedence: A signed Task Order will have precedence over all Proposal Documents
2. Task Order not a valid work order until signed on behalf of Director of SPI and Notice to Proceed Issued
3. All contract/invoice questions directed to Contract Administrator, identified in Article 12 of Agreement

SIGNATURE PAGE

Signatures are only required once a Consultant proposal has been selected and a cost estimate agreed to by the Sonoma County Public Infrastructure.

Once signed, this Task Order document, combined with the selected consultant's proposal, and a Notice to Proceed, will act as the final documents for this Task Order and an agreement to perform the work detailed above, for the specified not-to-exceed price.

The amount payable under this task order shall not exceed:

Signed on Behalf of the Director of Sonoma County Public Infrastructure

Date:

Signed on Behalf of Consultant

Company Name

Date:

EXHIBIT B SCHEDULE OF RATES

REGE CONSTRUCTION, INC.
GENERAL ENGINEERING CONTRACTOR • LIC #786253
Phone (707) 894-5143 • Fax (707) 894-5141

AVAILABLE EQUIPMENT WITH/WITHOUT OPERATOR HOURLY PRICE LIST

<u>TYPE</u>	<u>HOURLY W/O OPERATOR</u>
<u>Dozers</u>	
D6N Slopeboard/Ripper	130.00
D6R Slopeboard/Ripper	155.00
D8T Slopeboard/Ripper	330.00
<u>Grader</u>	
140H Grader	140.00
<u>Loaders</u>	
Cat 226	50.00
Cat 232	50.00
Cat289	60.00
Cat 950G 4yd	175.00
Cat 930M	160.00
John Deere 21OLE	60.00
<u>Scrapers</u>	
Cat 627H Double Engine	310.00
<u>Excavators</u>	
Cat 303C	45.00
Cat 304	50.00
Cat 305E	55.00
Cat 309	100.00
Cat 316E	130.00
Cat 317	140.00
Cat 323	150.00
Cat 329EL	210.00
Cat 336	270.00
<u>Compactors</u>	
Cat 334D AC Roller	80.00
Cat 434D AC Roller	100.00
Cat 433C Smooth drum	130.00
Cat 563D Smooth drum	130.00
Cat 563D Padfoot	130.00
Cat CS54B Roller	150.00
Cat 815F	220.00
<u>Misc. Equipment</u>	
Paver- Cat 650B 8'-16'	335.00
Cat 330 L Lodril - 90,000lb	305.00
Grove Crane	180.00
Cat 725 Articulated Dump Truck	170.00
Telehandler	90.00

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TYPE

HOURLY
W/O OPERATOR

Trucks

Water Truck - 3,800gl	55.00
Dump Truck - 5 Yard	50.00
Dump Truck - 10 Yard	55.00
End Dump - 20 Yard	95.00
Semi Bottom Dump	95.00
Bottom Dump	95.00
Transfer	95.00
Lowbed	110.00
Vac Truck	160.00
Pickup Truck	35.00
Hydroseed Unit and Truck	90.00

Miscellaneous Attachments

Maserator/Mulching Attachment	50.00
Sheet Pile Driver	115.00
Sheet Pile Extractor Attachment	100.00
Sbeepsfoot	25.00
HDPE Fusion Machine	80.00
Trimble GPS Rover/Base	40.00
Trimble GPS Machine Controls	40.00
Trimble GPS Creation of Onsite Model	1500.00

Labor Rates

Regular Shift

	<u>Regular Time</u>	<u>Overtime</u>	<u>Double Time</u>
Operator	130.00	170.00	210.00
Foreman	145.00	185.00	225.00
Laborer	100.00	140.00	180.00

Exhibit C - Insurance Requirements

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Contractor to maintain insurance 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. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's 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. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. 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 any 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 General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If 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.

- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. The County of Sonoma, its Officers, Agents, and Employees, shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. The foregoing shall continue to be additional insureds for one (1) year after completion of the Work under this Agreement.
- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- i. 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.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If 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. 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.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Landfill Cover Maintenance.
- b. Contractor shall submit all required Evidence of Insurance prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County as specified in Sections 1 – 3 above.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance

is: The County of Sonoma, its Officers, Agents, and Employees, Attn: Department of Public Infrastructure, 400 Aviation Blvd. Ste 100 Santa Rosa, CA 95403.

- d. Contractor shall submit required Evidence of Insurance for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. Contractor shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

6. Policy Obligations

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

7. Material Breach

If Contractor fails to maintain insurance which is required pursuant to this Agreement, such failure 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.