

Standard Professional Services Agreement (“PSA”)

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement (“Agreement”), dated as of _____, 20____ (“Effective Date”) is made by and between the County of Sonoma, a political subdivision of the State of California (“County”), and Nichols Consulting Engineers, Chtd., a Nevada corporation (“Consultant”).

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified consultant civil engineer, experienced in road and transportation infrastructure projects and related services; and

WHEREAS, in the judgment of Sonoma County Public Infrastructure, it is necessary and desirable to contract for the services of Consultant for pavement management systems analysis.

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

A G R E E M E N T

1. Scope of Services

1.1. Consultant's Specified Services.

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

1.2. Cooperation With County.

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

1.3. Performance Standard.

Consultant 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 Consultant’s profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant’s work by County shall not operate as a waiver or release of Consultant’s obligations under the Section. If County determines that any of Consultant’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 Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4. Assigned Personnel.

Consultant 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 Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon

receiving written notice from County.

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. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County. With respect to performance under this Agreement, Consultant shall employ the following key personnel: Vijay Pulijal, James Signore, and Mei-Hui Lee.

In the event that any of Consultant's personnel assigned to perform services under this Agreement becomes unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

1.5. Consultant's Reports or Meetings.

1.5.1 Consultant shall submit progress reports at least once a month. The report should be sufficiently detailed for the cost administrator designated by County ("Contract Administrator") to determine, if Consultant is performing to expectations, or is on schedule, to provide communication of interim findings, and to sufficiently address any difficulties or special problems encountered, so remedies can be developed.

1.5.2 Consultant's Project Manager shall meet with County's Contract Administrator, as needed, to discuss progress on the Agreement.

2. Allowable Costs and Payments.

2.1. Method of Payment.

2.1.1. Method of Payment (Tasks 1-16 in Scope of Work). Payment for tasks 1-16 in Exhibit A will be a fixed price, payable on incremental basis as tasks proceed and up to the fixed price amount. The total fixed price paid to Consultant will include compensation for all work and deliverables, including travel and equipment described in the Scope of Work. No additional compensation will be paid to Consultant, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between Consultant and County. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by County.

2.1.2. Method of Payment (Optional Task 17 in Scope of Work). Consultant will be reimbursed for hours worked at the hourly rates specified in the Rate Sheet attached hereto as Exhibit B, and as quoted in the Cost Proposal provided by consultant for any requested additional services. The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable, except as expressly stated herein.

In addition, Consultant will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.

2.2. Payment.

No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement.

2.3. Progress Payments.

Progress payments may be made monthly in arrears based on the percentage of work completed by Consultant. If Consultant fails to submit the required deliverable items according to the Scope of Work, County shall have the right to delay payment or terminate this Agreement in accordance with the provisions of Article 4 "Termination".

2.4. Notice to Proceed.

Consultant shall not commence performance of work or services until this Agreement has been approved by County and notification to proceed has been issued by County's Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this Agreement.

2.5. Invoices.

Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (a) the task(s) performed; (b) the time in quarter hours devoted to the task(s); (c) the hourly rate or rates of the persons performing the task(s); and (d) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed, including a copy of all invoices paid to sub-consultants for work required included in the prime consultant's invoice. Consultant shall submit a Subconsultant Payment Declaration with each invoice.

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 the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County. Invoices shall be mailed to County's Contract Administrator at the following address:

Hunter McLaughlin
hunter.mclaughlin@sonoma-county.org

2.6. Contract Value.

The total amount payable under this Agreement shall not exceed \$1,277,360, as follows: \$1,077,360 for base services (Scope of Work Tasks 1-16), and \$200,000 for Scope of Work Optional Task 17). Payment per year for base services shall be as set forth in the Rate Sheet.

Notwithstanding, Consultant understands that County annually applies for certain "P-TAP" grant funding from the Metropolitan Transportation Commission (MTC). In the event County is awarded such funding, the parties agree that for said grant period, Consultant shall be directly retained by MTC to provide a portion of the Scope of Work to County, and payment for such services and deliverables shall be the responsibility of MTC, and not County. In the event of such an award, County and Consultant will meet and confer on the roadway portions to be covered by the MTC-funded contract, and said scope shall be reduced from the Scope of Work due during such grant period. The fixed fee due for said year shall also be proportionally reduced, to be reflected in writing and acknowledged by the parties for said year. All remaining Scope of Work, including remaining roadways, and remaining amounts due under this Agreement shall otherwise remain in full effect.

2.7. Salary Increases (Scope of Work Optional Task 17).

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.

2.8. Taxes.

Pursuant to California Revenue and Taxation Code Section 18662, the County shall withhold seven

percent of the income paid to Consultant for services performed within the State of California under this Agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) a limited liability company or partnership with a permanent place of business in California, (3) a corporation, limited liability company 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 Consultant does not qualify, County requires that a completed and signed Form 587 be provided by Consultant in order for payments to be made. If Consultant is qualified, then County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, Consultant agrees to promptly notify the County of any changes in the facts. Forms should be sent to County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement.

This Agreement shall go into effect on the Effective Date, and Consultant shall commence work after notification to proceed by County's Contract Administrator. The Agreement term shall end on June 30, 2029, unless extended by contract amendment.

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 written notice to Consultant.

4.2. Termination for Cause.

Notwithstanding any other provision of this Agreement, should Consultant 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 Consultant 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, Consultant, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant'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, Consultant 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 Consultant 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, Consultant 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, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5. Authority to Terminate.

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

5. Indemnification.

Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to 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 Consultant, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', subconsultants' or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', subconsultants', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. The above defense and indemnity obligations shall be limited, with respect to any design professional services provided and to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the design professional.

6. Insurance.

With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subconsultants, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work.

The execution of this Agreement shall constitute Consultant'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 Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant 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. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by

County Counsel. In addition, the Department Head has authority to execute amendments to construction-related professional services agreements within the limitations specified in Resolution No. 20-0092. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work. 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 Consultant 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 Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant 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 Consultant.

9.1. Standard of Care.

County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Consultant's work by County shall not operate as a waiver or release.

9.2. Status of Consultant.

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

9.3. Taxes.

Consultant 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. Consultant 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 Consultant's failure to pay, when due, all such taxes and obligations. In the event County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.4. Conflict of Interest

- 9.4.1 During the term of this Agreement, Consultant shall disclose any financial, business, or other relationship with County that may have an impact upon the outcome of this Agreement or any ensuing County construction project. Consultant shall also list current clients who may have a financial interest in the outcome of this Agreement or any ensuing County construction project.
- 9.4.2 Consultant certifies that it has disclosed to County any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. Consultant agrees to advise County of any actual, apparent or potential conflicts of interest that may develop subsequent to the date of execution of this Agreement. In addition, if requested to do so by County, Consultant 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 Consultant’s or such other person’s financial interests.

9.5. Statutory Compliance / Living Wage Ordinance.

Consultant agrees to comply 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, Consultant 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.

9.6. Nondiscrimination.

Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, gender expression, gender identity, genetic information, or other 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.

9.7. AIDS Discrimination.

Consultant 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.

9.8. Assignment of Rights.

Consultant assigns to County all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant 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. Consultant'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. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of County.

9.9. 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 Consultant or Consultant’s subcontractors, subconsultants, 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, Consultant 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. Consultant 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.

9.10. Authority.

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

9.11. Prevailing Wage.

For all work constituting “public work” under the California Labor Code and applicable regulations, Consultant agrees:

- A. Consultant may not be awarded any Agreement or Task Order containing public work elements unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration with the DIR must be maintained throughout the term of this Agreement, including any subsequent amendments. Consultant shall comply with all of the applicable provisions of the California Labor Code requiring the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under this Agreement are available and on file with the Department of Transportation's Regional/District Labor Compliance Officer. These wage rates are made a specific part of this Agreement by reference pursuant to Labor Code § 1773.2 and will be applicable to work performed at a construction project site. Prevailing wages will be applicable to all inspection work performed at County construction sites, at County facilities and at off-site locations that are set up by the construction contractor or one of its subcontractors solely and specifically to serve County projects. Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and commercial materials suppliers that provide goods and services to the general public. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site at <http://www.dir.ca.gov>.

B. Payroll Records.

1. Each Consultant and subconsultant shall keep accurate certified payroll records and supporting documents as mandated by Labor Code § 1776 and as defined in 8 CCR § 16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Consultant or subconsultant in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (a) The information contained in the payroll record is true and correct’ and (b) The employer has complied with the requirements of Labor Code § 1771, § 1811, and § 1815 for any work performed by his or her employees on the public works project.
2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the Consultant under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by County at all reasonable hours at the principal office of Consultant. Consultant shall provide copies of certified payrolls or permit inspection of its records as follows: (a) A certified copy of an employee’s payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request; (b) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered

or obliterated by Consultant; (c) The public shall not be given access to certified payroll records by Consultant. Consultant is required to forward any requests for certified payrolls to County by both email and regular mail on the business day following receipt of the request.

3. Consultant shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by County shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of Consultant or subconsultant performing the work shall not be marked or obliterated.
5. Consultant shall inform County of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
6. Consultant or subconsultant shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event Consultant or subconsultant fails to comply within the ten (10) day period, he or she shall, as a penalty to County, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties may be withheld by County from payments then due. Consultant is not subject to a penalty assessment pursuant to this section due to the failure of a subconsultant to comply with this section.

C. When prevailing wage rates apply, Consultant is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by County.

D. Penalty.

1. Consultant and any of its subconsultants shall comply with Labor Code § 1774 and § 1775. Pursuant to Labor Code § 1775, Consultant and any subconsultant shall forfeit to County a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under this Agreement by Consultant or by its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§ 1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of Consultant or subconsultant in failing to pay the correct rate of prevailing wages, or the previous record of Consultant or subconsultant in meeting their respective prevailing wage obligations, or the willful failure by the Consultant or subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if Consultant or subconsultant had knowledge of the obligations under the Labor Code. Consultant is responsible for paying the appropriate rate, including any escalations that take place during the term of this Agreement.

3. In addition to the penalty and pursuant to Labor Code § 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Consultant or subconsultant.
 4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per diem wages by the subconsultant, the prime Consultant of the project is not liable for the penalties described above unless the prime Consultant had knowledge of that failure of the subconsultant to pay the specified prevailing rate of wages to those workers or unless the prime Consultant fails to comply with all of the following requirements: (a) The Agreement executed between the Consultant and the subconsultant for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815; (b) The Consultant shall monitor the payment of the specified general prevailing rate of per diem wages by the Subconsultant to the employees by periodic review of the certified payroll records of the subconsultant; (c) Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages to the subconsultant's workers, Consultant shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due the Subconsultant for work performed on the public works project; (d) Prior to making final payment to the subconsultant for work performed on the public works project, the Consultant shall obtain an affidavit signed under penalty of perjury from the subconsultant that the Subconsultant had paid the specified general prevailing rate of per diem wages to the subconsultant's employees on the public works project and any amounts due pursuant to Labor Code § 1813.
 5. Pursuant to Labor Code § 1775, County shall notify Consultant on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subconsultant has failed to pay workers the general prevailing rate of per diem wages.
 6. If County determines that employees of a Subconsultant were not paid the general prevailing rate of per diem wages and if County did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Consultant shall withhold an amount of moneys due the subconsultant sufficient to pay those employees the general prevailing rate of per diem wages if requested by County.
- E. Hours of Labor. Eight (8) hours labor constitutes a legal day's work. Consultant shall forfeit, as a penalty to County, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by Consultant or any of its subconsultants for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§ 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as provided in § 1815.
- F. Employment of Apprentices.
1. Where either this Agreement or any subcontract exceeds thirty thousand dollars (\$30,000),

Consultant and any subconsultants under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices

2. Consultant and subconsultants are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Consultant and subconsultants are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Consultant is responsible for all subconsultants' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

9.12. Retention of Records/Audit.

Consultant and subconsultants shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. Consultant, including any of its agents or contracted third-party accountants, shall make such workpapers and materials available at their respective offices at all reasonable times during the Agreement period and for four (4) years from the date of final payment under the Agreement. This Agreement may be subject to examination and audit, including by the federal government and, in accordance with Government Code section 8546.7, the California State Auditor.

9.13. Audit.

9.14. Subcontracting.

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subconsultant(s), and no subcontract shall relieve Consultant of its responsibilities and obligations hereunder. Consultant agrees to be as fully responsible to County for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Consultant. Consultant's obligation to pay its subconsultant(s) is an independent obligation from County's obligation to make payments to the Consultant.
- B. Consultant shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. Consultant shall pay its subconsultants within fifteen (15) calendar days from receipt of each payment made to Consultant by County.
- D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultant(s) must be approved in writing by County's Contract Administrator in advance of assigning work to the substitute subconsultant.

9.15. Claims Filed By County's Construction Contractor.

- A. If claims are filed by County's construction contractor relating to work performed by Consultant's personnel, and additional information or assistance from Consultant's personnel is

required in order to evaluate or defend against such claims; Consultant agrees to make its personnel available for consultation with County's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

- B. Consultant's personnel that County considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from County. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for Consultant's personnel services under this Agreement.
- C. Services of Consultant's personnel in connection with County's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this Agreement in order to resolve the construction claims.

9.16. Safety.

9.24.1 Consultant shall comply with OSHA regulations applicable to Consultant regarding necessary safety equipment or procedures. Consultant shall comply with safety instructions issued by County Safety Officer and other County representatives. Consultant personnel shall wear hard hats and safety vests at all times while working on the construction project site.

9.24.2 Pursuant to the authority contained in Vehicle Code Section 591, County has determined that such areas are within the limits of the project and are open to public traffic. Consultant shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. Consultant shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles

10. Demand for Assurance.

Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

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, 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:

Sonoma County Public Infrastructure
Attn: Hunter McLaughlin
400 Aviation Blvd., Suite 100 Santa Rosa, CA 95403
(707) 565-2550
Hunter.McLaughlin@sonoma-County.org

To Consultant:

Nichols Consulting Engineers, CHTD (NCE)
Attn: Vijay Pulijal
1003 West Cutting Blvd., Suite 110
Richmond, CA 94804(510) 215-3620
vpulijal@ncenet.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.

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. Consultant 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. Consultant 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 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. 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.

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

SIGNATURES FOLLOW ON NEXT PAGE -

- THIS SPACE LEFT INTENTIONALLY BLANK -

CONSULTANT:

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF SONOMA:

CERTIFICATES OF INSURANCE ON
FILE:

By: _____

Department Analyst

Date: _____

APPROVED AS TO SUBSTANCE

By: _____

Director of Sonoma County Public
Infrastructure

Date: _____

APPROVED AS TO FORM:

By: _____

Deputy County Counsel

Date: _____

Exhibit A – Scope of Work and Rates

Sonoma County, located at the north end of the San Francisco Bay Area, covers about 1,500 square miles. The County maintains 1,380 centerline miles of paved roads of various widths and composition. The County currently uses the Metropolitan Transportation Commissions StreetSaver® Online. The method of pavement condition evaluation and data input must be compatible with StreetSaver®.

Project Description

The project consists of evaluating the pavement condition of all roads within the public County-maintained road system, once per year, for a four-year term. This equates to four consecutive annual inspections of approximately 1,380 miles of roadway. The four-year program scope of work and schedule is detailed below and will be completed in consultation with the County Contract Administrator.

Statement of Requirements - Services Required of Successful Proposer

Consultant shall complete the following, consistent with the terms and details in the following Task description sheet:

Project Start-Up

1. Project Kick-Off Meeting. Consultant will schedule a meeting with County to kick-off the project; establish communication channels and protocols; discuss the scope of work, schedule, and budget; gather available information; and obtain a thorough understanding of the goals for the project.
2. Preparation of Work Scope, Schedule, and Budget. Consultant will prepare a detailed Work Scope, Schedule, and Budget (WSB) for review and approval by the County Project Manager. Consultant will finalize the WSB by incorporating any feedback received from the County Project Manager. Deliverable 1: Final Detailed Work Scope, Schedule, and Budget

Project Tasks

1. Update the pavement management system, StreetSaver®, currently used by the County.
2. Review and audit the database inventory of the County's roadway network for accuracy (e.g., functional class, surface type, length, width, and number of lanes)
3. Divide the roadway network into Management Sections. For maintenance of an existing database Consultant will split or combine, or add new sections as necessary in consultation with County.
4. Enter Maintenance and Rehabilitation (M&R) History, if available.
5. Establish or update the decision trees within StreetSaver® based on the jurisdictions preferred treatment strategies. All existing and desired treatments and unit costs will be entered.
6. Perform pavement inspections on the 1,380 centerline miles. All MTC PMP Distress Surveys must be done in a manner consistent with MTC's practices and procedures. Inspections must be done under a controlled environment, be rated on consistency and accuracy of such inspections, and must meet all passing standards set by MTC. The inspection used for the project must be consistent with the method used to demonstrate ability to perform PMP distress surveys.

- a. **Manual Inspection.** The most appropriate method to determine the Pavement Condition Index (PCI) of management sections of roads and streets included in the County PMS is to conduct a walking distress survey. The distress definitions and descriptions are included in the MTC-published "Pavement Condition Index Distress Identification Manual for Asphalt and Surface Treatment Pavements," 3rd Edition, October 2002 and the "Pavement Condition Index Distress Identification Manual for Jointed Portland Cement Concrete Pavements," 2nd Edition, October 2002. For network level analysis, The County requires that at least 10 percent of the inspection units of each management section be inspected. The densities of all distress types and severities present are recorded and used to calculate the PCI for each inspection unit inspected. Those PCI values are then used to calculate the section PCI.
 - b. **Automated Inspection.** The County may incorporate pavement inspections that are not exclusively performed by walking. Other methods of distress survey include windshield surveys, automated distress surveys, semi-automated distress surveys, and various hybrid combinations of these (herein are collectively referred to as "automated surveys") will be considered. Automated surveys will be performed by the Consultant according to the distress definitions and descriptions in the MTC-published "Pavement Condition Index Distress Identification Manual for Asphalt and Surface Treatment Pavements," 3rd Edition, October 2002 and the "Pavement Condition Index Distress Identification Manual for Jointed Portland Cement Concrete Pavements," 2nd Edition, October 2002.
7. Use their method to complete the automated survey and provide the inspection data in the format of distress type, severity, and quantity to the County within the pavement management database. Further evaluation of the Consultant may be held by a local jurisdiction as per the MTC-published "A User's Guide for Semi-Automated Pavement Distress Data Collection," October 2007.
8. Implement a Quality Assurance/Quality Control process wherein someone other than the initial pavement inspectors performs a re-inspection of at least 5% of the total number of management sections inspected under this scope of work.
9. Perform data entry of all distresses found during pavement inspection into StreetSaver®, as well as calculate the PCI.
10. Perform data entry of all recent maintenance and repair work since last update into StreetSaver®, as well as calculate the PCI.
11. Estimate available revenues for pavements over the next five years. Past trends should also be determined with an extension of trends over the next five years.
12. Run at least three budget scenario analyses and show impacts through the use of GIS maps in the StreetSaver® GIS Toolbox. The three include: unconstrained needs distributed evenly over five years; estimated future revenues based on historical data (trends); and the "Break Even" point if trends do not provide the status quo.
13. Provide recommendations, if shortfalls exist, for how The County can employ better preventive maintenance strategies or increase funding by proposing a preferred future budget level.
14. Deliver a draft updated pavement management database, and Budget Options Report (BOR) containing the above information, to The County for review.
15. Provide assistance to County Staff for Board presentations, if requested by the County.
16. If the County receives one or more P-TAP grant from the Metropolitan Transportation Commission (MTC), then Consultant shall complete all the necessary documentation and work required for execution of the P-TAP project.

17. Additional services as needed, as determined by County, including, but not limited to pavement testing and design (e.g. deflection testing, Full Depth Recycling pavement designs, and more)

Final Report

Provide a final report including the following:

1. An updated pavement management database, and BOR containing all required information, to both the jurisdiction and MTC.
2. An updated pavement management database containing non-pavement data, and final Non-pavement Needs Assessment Report.

Project Schedule

1. Kick-off Meetings: April of each contract year
2. Prepare work scope, schedule, and budget: April 2025
3. Execute Work Structure Breakdown (WSB): Execute shortly after receiving WSB
4. Perform Project Tasks: Completed approximately by September of each contract year
5. Final Report: Completed by November of each contract year

Task 1. Project Start up

Task 1.1 Kickoff Meeting

NCE will first meet with County staff to kick-off the project by reviewing the technical approach and any administrative matters that may be necessary. At a minimum, items to be discussed will include the following:

- Project goals
- Scope of work, project schedule, budget and invoicing requirements
- Communication channels and protocols
- Field work
 - ✓ Scheduling and access requirements for field work
 - ✓ Public safety concerns, requirements and procedures
 - ✓ Quality Control Plan (QCP)
 - ✓ Updated GIS map of publicly maintained roads for annual inspections
 - ✓ New roads, if any
- M&R practices, records, costs
- Paving or maintenance budgets
- Budgeting scenarios
- Other optional tasks

Prior to the kick-off meeting, NCE will prepare a detailed agenda, which will be sent to County staff for review. Additional meetings may be held at appropriate milestones to review the work performed and to address any questions or issues that arise as the work progresses.

Deliverable:

- Agenda and summary of meetings

Task 1.2 Work Scope, Schedule, and Budget

Following the kickoff meeting, NCE will prepare a detailed scope of work, schedule, and budget based on the discussions. For the purpose of this proposal, it is assumed that all County roads will be surveyed annually as specified in the RFP. However, NCE will work with County staff during the annual kickoff to discuss potential adjustments, such as reducing inspection frequency for low PCI roads or recently treated sections, to optimize costs and efficiency.

If the County secures a P-TAP grant from MTC, the schedule and deliverables may need alignment with grant requirements. NCE will ensure any changes are seamlessly integrated into the project plan.

Deliverable:

- A finalized scope of work, schedule, and budget tailored to the County's needs and goals, incorporating any agreed-upon adjustments.

Task 2. Perform Project Tasks

Task 2.1 County's StreetSaver® Program Access

NCE will coordinate with the County's project manager to secure access to the County's online StreetSaver® program prior to conducting the audit. The County will continue to pay for the StreetSaver® license fee as usual. If the County secures a P-TAP grant, this step will be unnecessary, as the grant includes a two-year StreetSaver® license.

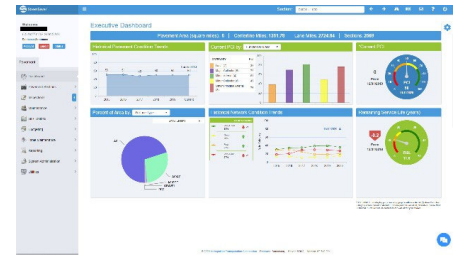
Deliverable:

- Confirmation of access to the County's StreetSaver® program via email.



Task 2.2 Audit Database Inventory During the field surveys (Task 2.6), NCE will conduct an audit of the database inventory that includes elements such as:

- **Functional Class** – if the County’s road classifications are not consistent with the FHWA classifications, NCE recommends that modifications be made.
- **National Highway System (NHS)** – the FHWA has implemented performance measures on all pavements in the NHS such as International Roughness Index (IRI). All county roads listed on the NHS will be subject to additional data requirements (usually collected by Caltrans). Bodega Ave, Guerneville Rd, Leveroni Rd, and Napa Rd are identified as NHS routes in the County, but none of them was marked in County’s database yet. NCE recommends that any County routes on the NHS be identified and marked in the StreetSaver® database.
- New roads will be included.
- Pavement sections will be split or combined as necessary.



This task will be performed as part of Task 2.6 (Field Surveys).

Deliverables:

- Updated StreetSaver® database
- Pavement Inventory Report

Task 2.3 Sectionalize Database

If required, NCE will perform any sectionalization changes (either combining or splitting sections) to better represent the County’s maintenance practices. Other factors to be included in sectionalization include:

- Road geometry
- Functional classification
- Age
- Geographical boundaries
- Pavement performance
- Maintenance practices



NCE will notify the County before performing any update on pavement inventory. Updated pavement section details and new Street ID/Section ID will be submitted to the GIS department to update County’s online mapping system. For example, NCE recommended the County to split Shirley Road into three sections based on various section width and different pavement condition in 2018.

This task will be performed as part of Tasks 2.4 (Update M&R history) and 2.6 (Field Surveys).

Deliverables:

- Updated StreetSaver® database
- Summary table of database modifications
- Pavement Inventory Report

Task 2.4 Update Maintenance and Rehabilitation History

The County’s historical M&R records will also be entered into StreetSaver®. Populating the database with recent M&R historical data is extremely useful for determining future treatments and predicting performance of the various pavement sections.

M&R activities include overlays, reconstructions and any surface seals. All M&R historical records must include the following information:

- Street Name, Street and section IDs
- Beginning and ending limits of work
- Date and type of treatment
- Cost of treatment (optional)

Deliverables:

- Updated StreetSaver® database
- M&R Historical Report

Year	Project Number	Road Name	Road ID	Location	From PM	To PM	Length	Treatment
2020	C20001	Center St	56038	Arnold Dr to End	20.00	20.26	0.26	FDR
2020	C20001	Grave St	56039	Arnold Dr to Riverside Dr	13.87	14.24	0.37	FDR
2020	C20001	Linden St	56031	Petaluma Ave. to Vancano	10.00	10.67	0.67	FDR
2020	C20001	Solano Ave	56022	Arnold Dr. to Riverside Dr	10.79	11.26	0.47	FDR
2020	C20001	Barnett Valley Rd	6906	Burnside Rd to Bodega Hwy	10.00	12.15	2.15	FDR
2020	C20001	Buhenman Hwy	60010	Bodega Hwy to Brinner Rd	9.92	13.60	3.68	Overlay
2020	C20001	East Hurst Ave	79006	Hurst Ave. to High School Rd	10.00	10.61	0.61	Overlay
2020	C20001	Tomales Rd	5803	Marin Co. Line to Valley Ford Rd	10.00	11.69	1.69	FDR
2020	C20001	Arnold Dr	5804	Hwy 116 to Arnold Dr	9.88	10.18	0.30	Overlay
2020	C20001	Orange Rd	67018	Guerne Rd/Petaluma Rd to Bennett	12.32	13.64	1.32	FDR
2020	C20001	East Center Ave	6701	RP City Limits to Petaluma Hill Rd	10.49	11.00	0.51	Overlay
2020	C20001	Lark Center Dr	88097	End to Old Redwood Hwy	10.00	10.25	0.25	Overlay
2020	C20001	Lavett Rd	78258	Old Redwood Hwy to Mayfield	12.31	12.53	0.22	Remove & Rebuild
2020	C20001	Moorland Ave	68085	Todd Rd to Bellevue Ave	10.00	11.02	1.02	Overlay
2020	C20001	Todd Rd	68074	Stony Point to Hwy 101 Ramps	13.38	14.71	1.33	Overlay
2020	C20001	Harbort Rd	88001	P.M. 10.57 to Hidden Hills Dr	10.97	11.62	0.65	FDR
2020	M20001	Ascot Dr	88030	Mayfield Dr. to Old Redwood Hwy	10.00	10.27	0.27	Cape Seal
2020	M20001	Bosch St	9008	Hwy 128 to Remmell Rd	10.00	10.09	0.09	Cape Seal
2020	M20001	Center St	9014	Remmell Rd. to Merrill St	10.00	10.08	0.08	Cape Seal
2020	M20001	Crowell St	9009	Hwy 128 to Remmell Rd	10.00	10.08	0.08	Cape Seal
2020	M20001	Devon Ct	88035	Mayfield Dr. to End	10.00	10.05	0.05	Cape Seal
2020	M20001	Ethan Ct	88034	Mayfield Dr. to End	10.00	10.14	0.14	Cape Seal
2020	M20001	Pearline Dr	88033	Ascot Dr. to Ascot Dr	10.00	10.17	0.17	Cape Seal

Task 2.5 Maintenance and Rehabilitation Strategies

NCE will review M&R strategies with County staff. This will include the recommendation and selection of appropriate treatments and the determination of treatment unit costs. This will also be an appropriate time to review the use of new/sustainable treatments



or materials, such as PCC bonded overlays, rubberized asphalt, rubberized cape seals, microsurfacing, rejuvenators, cold-in-place recycling, full depth reclamation, warm mix asphalt, etc.

NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the County with solutions that are innovative, sustainable, practical, and workable. Dr. James Signore will share his knowledge from research on new pavement materials and designs and apply them to County roads as appropriate.



Development of the M&R decision tree is a critical step in any pavement management update as it has a direct and significant impact on the final work plan that is developed, as well as the budgeting consequences. NCE's experience in pavement engineering and design, as well as local conditions, allows our staff to be able to provide the County with solutions that are practical and workable. For example, we have worked with the County to discuss the performances of "wet roads" and potential solutions to improve surface moisture evaporation.

In addition, about 57 percent of County's network is identified as local roads and the same treatments are applied on all of them, regardless of their location. Yet, pavement rehabilitation strategies, pavement condition, structure, or traffic index may be different on urban vs. rural local roads. In order to apply more appropriate treatments on local roads, and to best estimate future costs and PCI projections, NCE recommends that urban and rural local roads be separated into two functional classifications with different treatments in the database. When treatment selection is made for these local roads that strong consideration be given to those most suitable to either urban or rural environments. **For example, placing a crusher course with cape seal on rural local roads could potentially save up to \$100 million when compared with current treatments i.e. full depth reclamation and overlay (see graphic).**

Total Cost Existing Treatment FDR + AC OL \$ 138,000,000	Total Cost Recommended Treatment Crusher Course + Cape Seal \$ 37,000,000
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Since paving construction costs have increased dramatically, NCE strongly recommends that unit costs be updated prior to any budget analyses. The unit costs will have a huge impact on the County's projections or needs assessments. Therefore, NCE will review any recent bid tabs, together with those from neighboring cities, as appropriate. Also, unit prices will be fully-loaded rates, and will include not just contractors' prices, but also design, inspection and testing costs.

Deliverable:

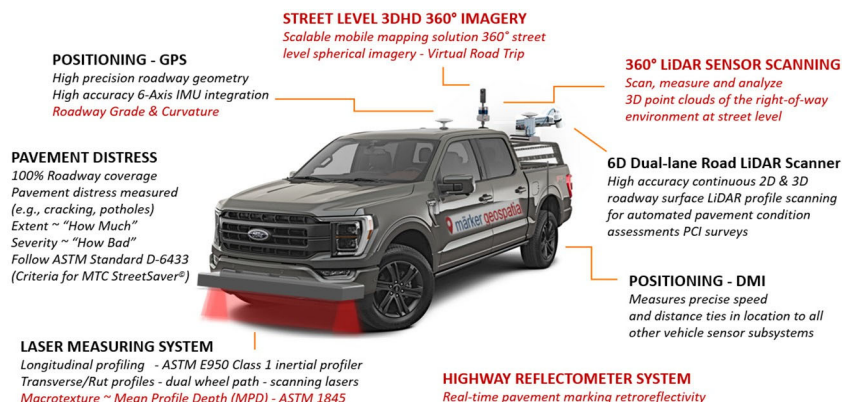
- M&R strategies and costs in decision tree

Task 2.6 Pavement Condition Surveys

NCE will conduct comprehensive pavement condition surveys across Sonoma County's road network using advanced automated data collection technology. In collaboration with Marker's vehicle, NCE has successfully completed more than 50 projects together, delivering reliable and consistent pavement data for cities and counties across the region. This proven partnership ensures efficient, high-quality assessments tailored to Sonoma County's needs. The entire survey will comply with ASTM D6433 standards and MTC requirements for StreetSaver® integration.

The marker Roadway Mapping Vehicle, certified by MTC, features state-of-the-art systems for precise and repeatable pavement condition assessments, including:

- 6D Dual-Lane Road Scanning: High-accuracy 2D and 3D roadway surface scanning using LiDAR for automated pavement condition assessments and PCI calculations.

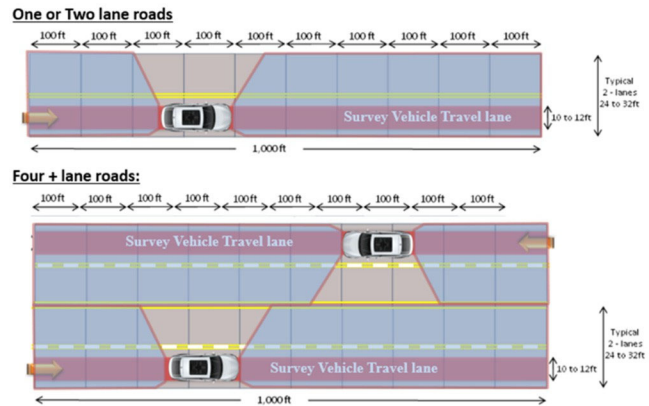


- 360° 3DHD Imaging: Street-level spherical imagery for comprehensive visual data capture.
- Laser Measuring Systems: Inertial profilers for longitudinal profiles (ASTM E950) and dual wheel path transverse/rut profiles, including macrotexture analysis (ASTM 1845).
- Reflectivity Measurement: Real-time evaluation of pavement markings.
- Integrated GPS and IMU Systems: High-precision roadway geometry and location data for reliable mapping outputs.

To ensure the highest level of data consistency and reliability, controlled calibration protocols will be implemented at the beginning of each survey year. Specific controlled sections will be identified and manually inspected, serving as benchmarks to calibrate and validate the automated data collection systems. This critical step ensures alignment with manual data collection standards and compliance with ASTM specifications, providing a consistent basis for reliable pavement condition analysis.

The automated surveys will deliver comprehensive coverage across the entire County's pavement network:

- For two-lane streets, at least one survey pass per section will be conducted.
- For streets with four or more lanes, two or more passes will be completed to ensure thorough data collection.



Should County personnel wish to observe the inspection surveys, NCE will gladly accommodate this request. County staff are also welcome to accompany NCE's field crew for up to a half-day to gain hands-on experience with the automated data collection process. We have found this approach to be highly effective in building familiarity with the data collection methodology and fostering a deeper understanding of the process.

Quality control is integral to the process. All collected data will be reviewed by MTC-certified personnel to verify accuracy and address any discrepancies before integration into the StreetSaver® database. This dual-layer approach—automated data collection and manual QA/QC—ensures reliable, repeatable, and actionable results. [More details of the Quality control process is listed in Task 2.7.](#)

NCE will process the collected data at our offices, performing PCI calculations and integrating the results into the County's StreetSaver® database. Deliverables will include updated inventory records, PCI calculations, and comprehensive inspection reports, enabling the County to develop accurate M&R plans.

Deliverables:

- Updated StreetSaver® database
- Inventory of Inspection Unit Report

Task 2.7 Quality Assurance/Quality Control Plan

Quality control (QC) and quality assurance (QA) are essential when implementing automated data collection for pavement condition surveys. Automated systems require rigorous calibration and validation protocols to ensure accuracy, reliability, and compliance with industry standards. As part of NCE's commitment to delivering superior quality products, we will integrate an enhanced QC component tailored to automated data collection for this project.

Benefits for Sonoma County

By leveraging automated data collection technology and NCE's partnership with marker's vehicle, Sonoma County will benefit from:

- Increased Efficiency
- Enhanced Safety
- High Data Quality and Consistency
- Cost-Effective Decision Making
- Compliance with MTC and ASTM Standards
- Comprehensive Asset Management

All condition surveys will be conducted by MTC Certified vehicles and technicians.

Regardless of methodology, our goal is to provide accurate, repeatable and economical pavement condition assessments.

NCE has appointed **Mei-Hui Lee** as the QC Manager for this project. She will oversee all aspects of the QA/QC process, ensuring that automated data collection meets or exceeds the project's requirements. Her responsibilities will include:

- Calibrating all data collection activities
- Reviewing field activities, including spot checks on the field crews
- Reviewing field procedures and making changes, as needed
- Comparing the field data collected with on-site conditions
- Reviewing all data entry functions, including random spot checks
- Reviewing reports generated and analyses performed to ensure a quality product

NCE will prepare a draft QC Plan (see Appendix D for Sample QC Plan) that will include the following components:

- Description of condition survey procedures (distress types, severities). All procedures, changes or modifications should be well documented in the QCP so that future updates will be consistent.
- Accuracy required for data collection or acceptability criteria
- A minimum 5% of the total sample units will be re-inspected
- Comparison of current and projected PCI ratings, e.g., if the difference in PCI is more than 2 to 3 points, then NCE will research the cause, e.g., unrecorded maintenance, premature pavement failures, incorrect survey data, etc.

A draft QC plan will be submitted to the County for approval, and no field work will commence until a final plan has been accepted.

Deliverable:

- QC Plan

Task 2.8 Data Entry and PCI Calculations

All data collected from the condition surveys will then be uploaded into the StreetSaver® database. This task will be performed at NCE's office in order to provide Quality Control of all data entered into the system. NCE will then perform the PCI calculations, and correct any errors found.

Deliverable:

- PCI report

Task 2.9 Revenues and Budget Scenarios

NCE will next perform a **Budget Needs** analysis using an analysis period to be determined by the County (can be as long as 30 years). The Needs Analysis identifies road sections that need treatment and applies the M&R decision trees to each section. The costs are then summed for the entire period. This forms the basis for performing Budget Scenario evaluations, which optimize the road sections for repair under constrained budgets.

The **Budget Scenarios** evaluation prioritizes road sections for repair under constrained, realistic, budgetary assumptions.

Multiple budget or target-driven scenarios will be performed after discussion with the County. Typical scenarios include:

- Impacts of existing funding levels including SB1 funding
- Funding required to maintain existing PCI
- Funding to improve the PCI
- Impacts to model changes in funding, e.g., budget impacts from gas tax reductions

In simple terms, the Budget Needs analysis answers the questions:

"If I have unlimited funding for road maintenance and repair, which roads should I fix? When should I fix them? What treatments should I apply? How much will it cost?"

This module answers the question: "If I only have limited funds for road maintenance and repair, which roads have the highest priority for repairs, when should I perform the repairs, and how much will it cost?"

Task 2.10 Recommendations and Draft Report

After the analysis in the above task is completed, NCE will prepare a draft Budget Options Report (BOR) for the County to review. The reports will contain, at a minimum, the following information:

- Executive Summary
- Study Objectives
- Description of methodology
- Inventory of all roads
- Current and projected PCI for all road classes
- M&R history
- Multi-year plan for road maintenance, resurfacing, rehabilitation and reconstruction
- Impact of deferred maintenance (backlog) on the overall network condition
- Recommended funding scenario
- Recommended pavement strategies
- GIS maps to show impacts of scenarios

NCE will deliver the draft report to the County for review in electronic format (See Appendix E for Sample Budget Options Report).

Deliverables:

- Draft Budget Options Report (electronic copy)
- Updated StreetSaver® database

Task 3. Final Report

Task 3.1 Final Report

Upon receiving comments on the draft Budget Options Report (BOR) prepared under Task 2.10, NCE will complete and submit the final report. In the years when Sonoma County receives PTAP funding, the report will be submitted to both MTC and the County. For years without PTAP funding, the final report will be submitted exclusively to the County. NCE will also prepare a draft of the MTC Pavement Management Program Certification Letter for the County's review and approval, ensuring compliance with MTC.

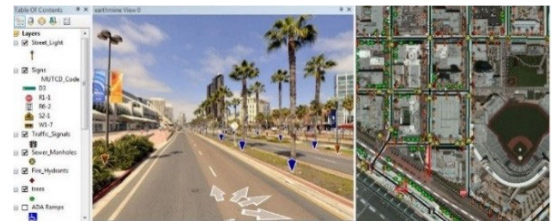
Deliverables:

- Final BOR to MTC and the County
- Draft MTC Pavement Management Program Certification Letter to the County

Task 3.2 Non-Pavement Needs Assessment

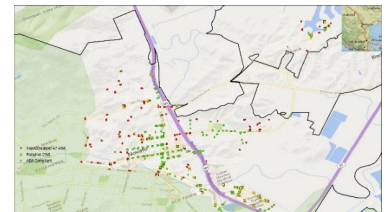
It is NCE's understanding that this task is to be determined, depending on the future requirements of MTC. We would like to note that NCE conducted the non-pavement needs study for MTC in 2006 and developed a relationship to extrapolate the regional non-pavement needs. This is used to determine the non-pavement needs for the Regional Transportation Plan. The elements that were included in the analysis were:

- Storm drains
- Curb and gutters
- Sidewalks
- Traffic signals
- Streetlights
- Retaining walls/sound walls
- Traffic signs



We have also performed a similar non-pavement needs assessment for the California Statewide Needs Assessment which was last updated in 2022. Therefore, NCE is intimately familiar with the possible approaches used to determine the needs assessment and are confident that we will be able to assist Sonoma County in this task should it be needed.

Finally, NCE has recently completed collecting various transportation assets such as for the City of Novato (sidewalks and curb ramps) and Orange County (sidewalks, signals, streetlights, signs, markings, traffic control boxes etc.) and will be able to assist Sonoma County should the need arise.



NCE is a member of MTC's Software Development Team, which has released the new asset management module StreetSaver® Plus® Transportation Asset Management. Currently, parking lots, curb ramps, and traffic signs modules are included.

*In addition to the core scope of services, NCE offers a range of optional tasks designed to further enhance the County's pavement management program. These include Board presentations, comprehensive five-year work plan development, training and technical support, and pavement testing and design services. Detailed descriptions of these optional tasks, including deliverables and assumptions, are provided in **Appendix C**. These tasks can be tailored to the County's specific needs and implemented upon*

request.

Project Schedule

The following chart is NCE’s proposed schedule for 2025. Future years will have similar schedules. This assumes a Notice to Proceed in March and scope to be finalized in April.

Task Description	2025									
	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	
1.0 Project Startup										
1.1 Kickoff Meeting	X									
1.2 Workscope, Schedule & Budget										
2.0 Project Tasks										
2.1 County’s StreetSaver® Program Access										
2.2 Audit database inventory										
2.3 Sectionalize network										
2.4 M&R History										
2.5 M&R Decision Tree							X			
2.6 Perform Pavement Inspections										
2.7 QC/QA Plan										
2.8 Data Entry & PCI Calcs										
2.9 Revenues & Budget Scenarios										
2.10 Recommendations & Draft BOR										
3.0 Final Report										
3.1 Final Report										
3.2 Non-pavement Needs assessment	To Be Determined									
4.0 Optional Tasks										
4.1 Board Presentation	To Be Determined									
4.2 Comprehensive Five-Year Work Plan Development	To Be Determined									
4.3 Training and Technical Support	To Be Determined									
4.4 Pavement Testing, Design and Specifications	To Be Determined									

Notes:

X indicates a meeting.

This schedule applies to all contract years but may be adjusted to accommodate PTAP funding timelines during funded years. Tasks 2.4 and 2.6 should be scheduled as late as possible to capture all summer maintenance activities and maximize data accuracy. Task 2.10 includes a two-week review period for County staff to provide comments on the draft report. Tasks in Section 4.0 (Optional Tasks) will be scheduled based on County priorities and integrated into the timeline as needed.

Annual Budget Summary (Excluding Optional Tasks)	
Year	Budget
2025 - Year 1	\$257,518
2026 - Year 2	\$265,244
2027 - Year 3	\$273,201
2028 - Year 4	\$281,397

Note: The annual budget listed above includes a 3% escalation factored into each subsequent year, excluding optional tasks. Optional tasks may be included upon the County's directive, following a discussion of requirements and the development of the scope and budget.

Section 4. Cost of Service

Task Description	Principal-in-Charge	Hourly Breakdown by Personnel					Sub-Consultant (Automate d Data Collection)	Total Cost
		Project Mgr	QC Mgr	Project Engr	Field Technician	Clerical		
1. Project Start Up								
1.1 Kickoff Meeting	2	4		8				\$ 3,410
1.2 Workscope, Schedule & Budget		4		2				\$ 1,740
2.0 Perform Project Tasks								
2.1 County’s StreetSaver® Program Access	Included in Task 2.4							
2.2 Audit database inventory								
2.3 Sectionalize network	Included in Task 2.6							
2.4 M&R History								
2.5 M&R Decision Tree	2	4		6				\$ 2,990
2.6 Perform Pavement Inspections		8		24	321		\$ 161,280	\$ 210,474
2.7 QC/QA Plan		1	8	24	104			\$ 21,664
2.8 Data Entry & PCI Calcs	Included in Task 2.6							
2.9 Revenues & Budget Scenarios								
2.10 Recommendations & Draft BOR		4	2	12				\$ 3,760
3.0 Final Report								
3.1 Final Report		4		8		4		\$ 3,260
3.2 Non-pavement Needs assessment	To Be Determined							
4.0 Optional Tasks								
4.1 Board Presentation	Scope & Cost to be determined pending County requirements.							
4.2 Comprehensive Five-Year Work Plan Developme								
4.3 Training and Technical Support								
4.4 Pavement Testing, Design and Specifications								
Totals	4	33	14	132	425	4		\$ 257,518

- Assumptions
- A total of **1,380 centerline** miles of County roads will be surveyed using **Automated Data Collection** procedures, utilizing MTC-certified vehicles to ensure accuracy, consistency, and compliance with ASTM standards.
 - The **annual licensing fee for StreetSaver®** is assumed to be paid directly by the County to MTC. If the County receives PTAP grant funding, this cost will not be
 - **Automated data collection** assumes the availability of GIS-compatible road network data from the County for seamless integration into StreetSaver®.
 - Annual **calibration of automated vehicles** will be conducted with controlled test sections used for validation at the beginning of each year.
 - Subcontractor costs (e.g., Marker Vehicle) are included (Task 2.6) and assume compliance with MTC certification requirements.
 - Meetings are included in Tasks 1.1, 2.5, 2.6 & 2.9
 - Task 2.7 - A minimum of 5% of sample sections will undergo re-inspections to verify data accuracy.
 - Task 1.2 may not be required years 2 through 4 if the scope,budget and schedule presented in this proposal has no change.
 - Costs for optional tasks (Tasks 4.1, 4.2,4.3 & 4.4) will be determined based on County requirements.
 - Annual costs include a **3% escalation** to account for inflation in future years.
 - Sonoma County is expected to receive **PTAP grants** within the contract period. These grants will reduce the County’s overall budget requirements for those years
 - The cost proposal assumes \$157/hotel + \$66 per diem rates for 2025, based on the GSA guidelines applicable to the project location
 - All charges associated with this project are detailed in the Schedule of Charges included in Appendix C. This includes hourly labor rates, travel, Vehicle, and all related expenses. No additional costs are anticipated.

Exhibit B - Rate Sheet



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SCHEDULE OF CHARGES 2025

PROFESSIONAL SERVICES

Principal	\$350/hour
Associate.....	\$280/hour
Senior II	\$235/hour
Senior I	\$225/hour
Project II	\$215/hour
Project I	\$200/hour
Staff II	\$190/hour
Staff I	\$175/hour

TECHNICAL SERVICES

Senior Construction Manager*	\$180/(\$205-PW)/hour
Construction Inspector*	\$160/(\$185-PW)/hour
Senior Designer.....	\$190/hour
CADD Designer.....	\$170/hour
CADD/GIS Technician	\$140/hour
Senior Field Scientist.....	\$150/hour
Field Scientist.....	\$130/hour
Senior Technician*.....	\$160/(\$185-PW)/hour
Field/Engineering Technician*.....	\$130/(\$155-PW)hour
Project Administrator	\$135/hour
Technical Editor	\$120/hour
Clerical	\$120/hour

CONTRACT LABOR

From time to time, NCE retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.

LITIGATION SUPPORT

Engineer/Scientist.....	\$435/hour
Court Appearances & Depositions.....	\$605/hour

EQUIPMENT

Plotter Usage	(separate fee schedule)
Truck	\$130/day
Automobile	IRS Standard Mileage Rate+15%
Falling Weight Deflectometer Testing	\$5,000/Day
Coring	\$6,000/Day
Environmental Equipment.....	(separate fee schedule)

OUTSIDE SERVICES

Rental of equipment not ordinarily furnished by NCE and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc. cost + 15%

COMMUNICATION/ REPRODUCTION

In-house costs for postage, printing and copying ..
..... project labor charges x 5%

TERMS

Billings are payable upon presentation and are past due 30 days from invoice date. A finance charge of 1.5% per month, or the maximum amount allowable by law, will be charged on past-due accounts. NCE makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice.

*A surcharge of \$25/hour applied for technicians and construction inspectors to comply with Prevailing Wage (PW) per requirements of California Department of Industrial Relations.

** Successive years of the contract (2025 through 2028) will be based on a 3% annual escalation.

Schedule A - Pavement Inspection Services - Schedule of Charges 2025 - Additional work

The following schedule of charges is provided to NCE for reference in negotiating a fee schedule for any additional project work.

SCHEDULE OF CHARGES 2025

PROFESSIONAL SERVICES	Principal.....	\$195/hour
	Associate.....	\$170/hour
	Senior.....	\$155/hour
	Project.....	\$130/hour
	Staff.....	\$121/hour
TECHNICAL SERVICES	Senior Construction/Field Manager.....	\$126/hour
	CAD/GIS Technician	\$112/hour
	Project/Program Administrator	\$96/hour
	Field/Engineering Technician.....	\$99/hour
	Clerical	\$73/hour
CONTRACT LABOR	From time to time, Marker Geospatial retains outside professional and technical labor on a temporary basis to meet peak workload demands. Such contract labor will be charged at regular Schedule charges.	
EQUIPMENT	Truck.....	\$195/day
	Automobile	IRS Standard Mileage Rate +15%
	Automated Pavement Inspection /LiDAR Mapping	\$4,900/Day
OUTSIDE SERVICES	Rental of equipment not ordinarily furnished by Marker Geospatial and all other costs such as special printing, photographic work, travel by common carrier, subsistence, subcontractors, etc..... cost + 15%	
COMMUNICATION/ REPRODUCTION	In-house costs for long-distance telephone, faxing, postage, printing and copying project labor charges x 5%	
TERMS	Billings are payable upon presentation and are due 30 days from invoice date. Marker makes no warranty, either expressed or implied, as to its findings, recommendations, specifications, or professional advice except that they are prepared and issued in accordance with generally accepted professional practice. Rates shown above are valid through December 31, 2025. Each successive year of the contract will be based on a 3% annual escalation.	

Exhibit C

Insurance Requirements

With respect to performance of work under this Agreement, Consultant 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 Consultant 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 Consultant 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 Consultant currently has no employees as defined by the Labor Code of the State of California, Consultant 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 Consultant maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Consultant.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Consultant is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Consultant has a claim against the insurance or is named as a party in any action involving the County.
- d. **The 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 Consultant 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 Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. 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 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 Consultant currently owns no autos, Consultant 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 Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. 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.
- f. 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. The Certificate of Insurance must include the following reference: **Pavement Management System Update Project (U00718).**
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Consultant 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.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is:
Sonoma County Public Infrastructure
Attn: Hunter McLaughlin
400 Aviation, Suite 100
Santa Rosa, California 95403
Hunter.McLaughlin@sonoma-county.org
- d. 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.
- e. Consultant 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.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

If Consultant 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 Consultant resulting from said breach. Alternatively, County may purchase the required insurance, and without further notice to Consultant, County may deduct from sums due to Consultant any premium costs advanced by County for such insurance. These remedies shall be in addition to any other remedies available to County.