

Agreement for Landfill Cover Maintenance

This agreement ("Agreement"), dated as of March 17, 2024 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Douglas Gordon Wood dba DW Enterprises, Licensed Contractor and Sole Proprietor (hereinafter "Contractor").

R E C I T A L S

WHEREAS, Contractor represents that it is a duly qualified and in possession of a current A-General Engineering Contractor license and experienced in general engineering and contracting related to earthwork, infrastructure work, and related services and possess a general knowledge of Title 27 California Code of Regulations as related to closed landfill maintenance; and

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Contractor to perform earthwork and infrastructure work as related to Title 27 performance standards as may be directed by the Director of Sonoma Public Infrastructure or Authorized Designee.

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 Contractor's Specified Services.

Contractor shall perform the following services as requested from time to time by County in its sole discretion. Work shall be authorized and performed only upon written authorization signed by County and Contractor in a form attached hereto as Exhibit A ("Task Order"). Authorized maintenance includes, but is not limited to: soil stockpiling; grading and maintaining landfill cover line and grade; periodic grading of access and perimeter roads; installing and maintaining new and existing storm water conveyance systems and sediment control structures such as culverts, ditches, and inlets/outlets; security fence repair; fusion welding and installation of High-Density Polyethylene pipe; annual mowing of landfill cover vegetation; and any other cover and infrastructure maintenance project as required by Title 27 Performance Standards.

A full Scope of Work will be prepared by Contractor and attached to the Task Order, prior to work being performed under this Agreement, and County and Contractor will establish and agree on the following information, which agreement shall be reflected in the Task Order: 1) time allowed to perform work; 2) schedule for deliverables; 3) maximum cost; 4) list of key personnel, if applicable; 5) list of authorized subcontractors, if applicable; and 6) project-

specific items to be provided by County, if any. Once signed by both parties, a Task Order shall be considered incorporated into this Agreement as though fully set forth herein. In the event of a conflict between a Task Order and the body of this Agreement, the body of this Agreement shall control.

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

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

1.4 Assigned Personnel.

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

2. Payment.

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

2.1 Time and Materials. For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the Schedule of Rates set forth in Exhibit B and in accordance with the County's executed Task Order. Expenditures under this agreement shall not exceed a total amount of one million five hundred thousand dollars (\$ 1,500,000) annually.

Upon completion of work, Contractor 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: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

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.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Contractor for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Contractor does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Contractor does not qualify, County requires that a completed and signed Form 587 be provided by the Contractor in order for payments to be made. If Contractor is qualified, then the 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, the Contractor agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Contractor has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be for a period of three years from March 17, 2025 to March 17, 2028. The term of this Agreement may be extended at the option of the County for up to two (2) additional years, in increments of one year if requested by the County, unless terminated earlier in accordance with the provisions of Article 4 below.
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 Contractor.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Contractor fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, County may immediately terminate this Agreement by giving Contractor written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Contractor, within 14 days following the date of termination, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to County an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

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

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

5. Indemnification. Contractor 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 Contractor, that arise out of, pertain to, or relate to Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Contractor's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Contractor's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but

to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Contractor's expense, subject to Contractor's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Contractor to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Contractor shall be entitled to no compensation whatsoever for the performance of such work. Contractor further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Representations of Contractor.

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

9.2 Status of Contractor. The parties intend that Contractor, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Contractor is not to be considered an agent or employee of

County and is not entitled to participate in any pension plan, 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, Contractor expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Contractor becomes debarred, contractor has the obligation to inform the County.

9.4 Taxes. Contractor agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Contractor agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Contractor's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Contractor agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Contractor shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Contractor shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Contractor covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Contractor shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Contractor's or such other person's financial interests.

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state, and local laws, regulations, statutes and policies, 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. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 Prevailing Wages.

9.8.1 General. Contractor shall pay to persons performing services hereunder an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and County to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Agreement. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each site work is being performed. Copies of the prevailing wage rate of per diem wages are on file at the Sonoma Public Infrastructure, Integrated Waste Division and will be made available to any person upon request.

[9.8.2] Subcontracts. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of such work or labor on work provided for in the Agreement, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code. Pursuant to Labor Code Section 1775(b)(1), Contractor shall provide to each Subcontractor a copy of Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 of the Labor Code.

[9.8.3] Compliance Monitoring and Registration: This work specified above is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractor shall furnish and shall require all subcontractors to furnish the records specified in Labor Code section 1776 (e.g. electronic certified payroll records) directly to the Labor Commissioner in a format prescribed by the Labor Commissioner at least monthly (Labor Code 1771.4 (a)(3)). Contractor and all subcontractors performing work that requires payment of prevailing wages shall be registered and qualified to perform public work pursuant to Labor Code section 1725.5 as a condition to engage in the performance of any services under this Agreement.

[9.8.4] Compliance With Law. In addition to the above, Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

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

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

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

9.12 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Contractor or Contractor's subcontractors, consultants, and other agents in connection with this Agreement shall be the property of County. County shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Contractor shall promptly deliver to County all such documents, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Contractor may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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

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: County of Sonoma
Sonoma Public Infrastructure,
Integrated Waste Division
Attention: Adrian Diaz
400 Aviation Blvd. Ste 100
Santa Rosa, CA 95403
Adrian.Diaz@Sonoma-County.org

TO: CONTRACTOR: Douglas Wood
D.W. Enterprises
7575 Martinelli Rd.
Forestville, CA 95436
Backhoe6@aol.com
Phone: (707) 887-9668

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 paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Contractor and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Contractor and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

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

13.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in 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.

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

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

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

CONTRACTOR: Douglas Gordon Wood
dba DW Enterprises

By: _____
Name: _____
Title: _____
Date: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF
INSURANCE REVIEWED, ON
FILE, AND APPROVED AS TO
SUBSTANCE FOR COUNTY:

By: _____
Department Director or Designee

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____
County Counsel

Date: _____

EXECUTED BY:

By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:

Clerk of the Board of Supervisors



Sonoma County Public Infrastructure On-Call Contract Task Order

Contract Name

Contract # (or NA)

Task Order Number

Task Order Name

Date Issued

Proposals
Due

Task Order Manager

Phone #

E-mail

Funding Source

Specify "Other"

Disadvantaged
Business Participation

DBE Goal %
(NA if Federal)

Terms of Payment

Proposal Format:

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

NOTES:

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

SIGNATURE PAGE

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

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

The amount payable under this task order shall not exceed:

Signed on Behalf of the Director of Sonoma County Public Infrastructure

Date:

Signed on Behalf of Consultant

Company Name

Date:



ENTERPRISES
GENERAL ENGINEERING CONTRACTOR

EXHIBIT B

Landfill Cover Maintenance RFP – D.W. Enterprises

SCHEDULE OF RATES

	HOURLY COSTS	DAILY COSTS
SKID STEER ATTACHMENTS		
- FORKS		\$70
- RAKE/GRAPPLE		\$120
- ROOT PULLER		\$120
MINI EXCAVATOR ATTACHMENTS		
- AUGER & BITS		\$105
- JACK HAMMER		\$312
“WACKER” UPRIGHT COMPACTOR		\$115
VIBRAPLATE		\$105
PIPE FUSION MACHINE		\$435
CUTTING TORCH – OXY ACETELINE		\$100
STIHL 441 CHAINSAW		\$100
STIHL WEED EATER		\$100
ELECTRIC DRAIN SNAKE		\$100
STIHL PORTABLE STUMP GRINDER		\$250
WATER MAIN “HOT TAP” EQUIPMENT FOR 2” TAPS		\$200
STIHL 660 CHAINSAW		\$130
STIHL POLESAW		\$130
600 GALLON WATER TRAILER		\$150
10,000 LB EQUIPMENT TRAILER		\$100
20,000 LB EQUIPMENT TRAILER		\$110
3 HORSE SLANT COVERED TRAILER		\$100
18,000 LB GOOSENECK FLAT BED TRAILER		\$100

RV/OFFICE TRAILER w/restroom		\$120
POLARIS UTV		\$125
BOMBARDIER ATV		\$125
CAN AM UTV		\$125
PIPE LOCATOR		\$125
SHONESTEDT METAL LOCATOR		\$100
"ARDY ARF" LOCATOR		\$60
LASER LEVEL		\$60
AIR COMPRESSOR w/hammer and hose		\$240
TRENCH PLATE		\$30
SHORING JACK		\$60
MILLER BOBCAT WELDER/GENERATOR		\$130
HOBART WELDER/GENERATOR		\$100
LIGHT TOWER		\$150
FIRE TANK & PUMP		\$200
MOWER	\$40	
PRESSURE WASHER		\$120
SKELETON BUCKET		\$120
VAC TRIR	\$130	
BRUSH CHIPPER	\$90	
3" PUMP		\$120
BORTS (EACH)		\$100
STIHL CHOP SAW		\$100
EXCAVATOR – TB 175 w/thumb	\$65	
EXCAVATOR – JD 50 w/thumb	\$60	
EXCAVATOR – JD 35 w/thumb	\$60	
EXCAVATOR – CAT 315 F w/thumb	\$100	
MULCHER HEAD - for CAT 315 – RDM 38	\$40	
EXCAVATOR - CAT 330 C w/grapple saw	\$160	
EXCAVATOR - CAT 336 C w/bucket or rake & thumb	\$145	
LOADER/SCRAPER – JD 210LE	\$65	
EXCAVATOR – CAT 303 w/thumb	\$60	

EXCAVATOR – CAT 309 (High Flow) w/thumb	\$95	
MULCHER HEAD – for CAT 309 -	\$35	
COMPACTION WHEEL – for CAT 309		\$100
SKID STEER – BOBCAT TRACK	\$60	
SKID STEER – KUBOTA – VS 75 (High Flow) -	\$60	
LOFTNESS MULCHER	\$40	
MOWER – KUBOTA – 6’ Hydraulic Rotary	\$40	
HYDRO SEEDER – Turf Maker	\$70	
STRAW BLOWER – Finn B70	\$70	
VOLVO 48’’ ROLLER	\$65	
BOMAG PADFOOT COMPACTOR	\$75	
CAT D4 DOZER w/Rippers	\$75	
CAT D6 R w/Rippers	\$120	
CAT D6 N LGP w/6-way blade	\$110	
400 HP TRASH PUMP – 12,000 GPM	\$155	
DITCH WITCH VACUUM TRAILER	\$60	
FUEL DELIVERY TRUCK	\$80	
10 YARD DUMP TRUCK	\$95	
5+ YARD DUMP TRUCK	\$80	
F 550 4x4 FLATBED	\$45	
SERVICE TRUCK w/tools	\$75	
CREW PICK-UP Truck	\$40	
WATER TRUCK	\$95	
ROLL OFF TRUCK	\$95	
LOW BED TRUCK w/tilt trailer, plus trip permit cost, if needed	\$120	
20 YARD TRANSFER	\$120	
PETERBUILT MECHANIC TRUCK w/crane and welder	\$120	
END DUMP TRUCK – 20 YARDS	\$120	
BOTTOM DUMP TRIR and TRUCK	\$120	
MAN LIFT 45’	\$50	
MAN LIFT 80’	\$60	
ATTACHMENTS FOR CAT 336 EXCAVATOR		

VIBRAPLATE	\$120	
- HAMMER/BREAKER	\$120	
- CAT 740 EJECTOR HAUL TRUCK	\$200	
CAT 160 M2 GRADER	\$140	
CAT 518 SKIDDER w/winch & grapple	\$90	
CAT 950 K LOADER w/bucket	\$90	
GRADALL 534 FORKLIFT	\$60	
GRADALL 544 FORKLIFT	\$60	
CAT 904 LOADER	\$60	
CAT 299 TRACK SKIDSTEER	\$60	
CAT 299 ATTACHMENTS		
FLAIL MOWER	\$30	
- FECON MULCHER	\$40	
- BRUSH GRAPPLE	\$40	
- 6' ROTARY MOW	\$40	
- QUARRY EQUIPMENT * 1 week minimum + transport at cost + 15%		
SANDVIK 440 JAW CRUSHER	\$260	
SANDVIK UH 441 CONE CRUSHERS	\$285	
SANDVIK QE 441 SCREEN	\$135	
RAMMAX PADFOOT	\$75	
REVERSIBLE PLATE	\$60	
GENERATOR		\$125
HITACHI LOADER	\$90	
CONTAINER BED		\$180
TELEHANDLER	\$80	
CONCRETE MIXER	\$30	
SWAP LOADER	\$95	
SWAP LOADER FLAT BEDS	\$15	
PIPE INSPECTION CAMERA		\$200
LOADER FORKS		\$100

LABOR AND PERSONNEL RATES

LABOR CLASSIFICATIONS	PER HOUR
TRUCK DRIVER	\$170
LABORER	\$160
EQUIPMENT OPERATOR	\$180
SUPERINTENDENT/FOREMAN	\$185
PIPE FITTER	\$175

FUSION TECH	\$175
PROJECT MANAGER	\$215
GRADE SETTER	\$175
OFFICE ADMIN/SECRETARIAL	\$95

*PLUS, ANY INCREASE IN COST TO EMPLOY

ADDITIONAL COSTS

POLLUTION INSURANCE	AT COST TO CONTRACTOR
INSURANCE	AT COST FOR UNFORSEEN INCREASES
FUEL	AT COST + 15%
MATERIALS	AT COST + 15%
EQUIPMENT & LABOR MINIMUM CHARGE	8 hours
QUARRY EQUIPMENT (CRUSHERS & SCREENS)	1 Week minimum + transport AT COST + 15%

Exhibit C - Insurance Requirements

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County. Any requirement for Contractor to maintain insurance after completion of the Work shall survive this Agreement.

County reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. County's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or County's failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if Contractor has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against County.
- e. Required Evidence of Insurance:
 - i. Subrogation waiver endorsement; and
 - ii. Certificate of Insurance.

If Contractor currently has no employees as defined by the Labor Code of the State of California, Contractor agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be satisfied by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$100,000 it must be approved in advance

by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.

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

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned autos. If Contractor currently owns no autos, Contractor agrees to obtain such insurance should any autos be acquired during the term of this Agreement or any extensions of the term.
- c. Insurance shall cover hired and non-owned autos.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

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

5. Documentation

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

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

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

6. Policy Obligations

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

7. Material Breach

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