

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
WATER AND LANDFILL GAS MONITORING AT
SONOMA COUNTY'S FORMER URBAN LANDFILLS**

This agreement ("Agreement"), dated as of _____, 2019 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and EBA Engineering (hereinafter "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified and licensed firm, experienced in water sampling and water sampling protocol, and performing landfill gas monitoring in accordance with Title 27 CCR and Regulation 8, Rule 34 of the Bay Area Air Quality Management District, and the evaluation of monitoring results and the subsequent preparation of monitoring reports, and related services;

WHEREAS, in the judgment of the County, it is necessary and desirable to employ the services of Consultant for water and landfill gas monitoring and reporting at County's four (4) Urban Closed Landfills.

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

AGREEMENT

1. **Scope of Services.**

1.1 **Consultant's Specified Services:**

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

1.2 **Cooperation With County.** 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 Contractor's work by County shall not operate as a waiver or release. 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.**

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

2. Payment.

For all services and incidental costs required hereunder and performed by Consultant, County agrees to pay, and Consultant agrees to accept compensation on a time and materials basis in accordance with the rates set forth in Exhibit "B", provided, however, that the total sum of all such labor and expenses shall not exceed \$132,013 annually. Consultant shall not be entitled to any additional payment for any expenses incurred in completion of the services. Exhibit B includes a breakdown of costs used to derive the lump sum amount, including but not limited to hourly rates, estimated travel expenses and other applicable rates.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by 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 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) 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 Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant 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 Consultant 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, 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 Effective Date and shall end three years after the effective date unless terminated earlier in accordance with the provisions of Article 4 below. The term of this agreement may be extended with a maximum of two (2) one-year extensions.

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 the Director of Transportation and Public Works, 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', 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',

contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant'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 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.

6. Insurance. 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 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 exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Director of Transportation and Public Works in a form approved by County Counsel. The Board of Supervisors 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 No Suspension or Debarment. Consultant 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. Consultant 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 Consultant becomes debarred, consultant has the obligation to inform the County

9.4 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 case 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.

9.5 Records Maintenance. Consultant 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. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant 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. Consultant 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, 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.

9.7 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.

9.8 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 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.

9.9 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.

9.10 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.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by Consultant or Consultant'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, 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.

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

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
Department of Transportation and Public Works
Integrated Waste Division
Attention: Adrian Diaz
2300 County Center Dr., Suite B100
Santa Rosa, CA 95403

TO: CONSULTANT:

Damon Brown
EBA Engineering
825 Sonoma Avenue
Santa Rosa, CA 95404
dbrown@ebagroup.com
Phone: (707) 544-0784

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. 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.

CONSULTANT:

EBA Engineering

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Analyst

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
Director of Transportation & Public Works

By: _____
County Counsel

Date: _____

By: _____
Chair, Board of Supervisors

Date: _____

Date: _____

ATTEST:

Clerk of the Board of Supervisors

Exhibit A

SECTION 2 – SCOPE OF WORK

The scope of work for this Agreement is to provide all labor, materials and personnel for environmental sampling and reporting services in support of County urban landfills post-closure compliance monitoring and reporting. The proposed scope of work is required to comply with 27 CCR and the Monitoring and Reporting Program (M&RP) specified in Waste Discharge Requirements (WDR) Orders and the California Code of Regulations. The work will be performed in accordance with applicable regulatory requirements and in accordance with EBA's *Standard Operating Procedures – Groundwater Sampling* and *Standard Operating Procedures – Landfill Gas Monitoring* which are included herein. EBA has performed previous services for the County and are therefore familiar with the sites and general monitoring requirements.

The scope of work for each site has been segregated into the following tasks:

TASK 1: HEALDSBURG LANDFILL

The following tasks will be completed at the Healdsburg landfill:

Task 1a -Detection Monitoring

Detection monitoring will be performed quarterly pursuant to Monitoring and Reporting Program No. 90-89 issued by the North Coast Regional Water Quality Control Board (NCRWQCB). The monitoring will include measuring groundwater elevations and collecting representative samples from monitoring wells DW-1, DW-2, DW-3, DW-4, DW-5, and DW-6 and the leachate wells LW-1R3 and LW-2R2. Samples will also be collected from surface water sampling locations SW-1 and SW-2.

A quarterly monitoring report will be prepared following each sampling event that will present the monitoring results and include field forms and a Certified Analytical Report. The report will include landfill gas sampling results. Three hard copies of the report will be transmitted to the County of Sonoma by the 8th of the month following the sampling event. Groundwater elevations and copies of the reports will be uploaded to the Geotracker web site.

Task 1b -Leachate Sample

At direction of the County, a grab sample will be collected from the above ground storage tank used to store leachate for characterization and disposal purposes. A letter report with the analytical results will be submitted to the County.

Task 1c -Standard Observations

Pursuant to direction from the County, standard observations will be performed at the site on a quarterly basis to include the following:

- i. Monitor and inspect the perimeter of the waste management unit at the limit of refuse on a quarterly basis, noting any evidence of liquid leaving or entering the waste unit, size of effected area and flow rate, odors, source, distance traveled from source, evidence of erosion and/or exposed refuse.
- ii. Monitor and inspect the landfill cap integrity for evidence of ponded water, odors, erosion, seeps, tension cracks, etc.

iii. Facilities Monitoring – Monitor and inspect water diversion systems, leachate management facilities, secondary containment, condition of access roads or other problems which could affect compliance with WDRs for the site.

Significant findings shall be reported to County Staff within 24 hours of observation. Reports of findings will be included within the quarterly reports for the site.

Results of the Standard Observation monitoring will be included in the quarterly monitoring report.

TASK 2: SONOMA LANDFILL

Task 2a - Detection Monitoring:

Detection monitoring will be performed quarterly pursuant to Monitoring and Reporting Program No. 96-039 issued by the San Francisco Bay regional Water Quality Control Board (SFBRWQCB). The monitoring will include measuring groundwater elevations from onsite groundwater monitoring wells and leachate wells and collecting representative samples from monitoring wells P-7, P-9A, MW-2, RMW-3, MW-4, MW-7, MW-11, and MW-15 and leachate well LW-8. Surface water samples will also be collected from surface water points SW-1, SW-2 and SW-3.

It is our understanding that five year constituents-of-concern testing is required in spring of 2021.

Semi-annual monitoring reports will be prepared following each sampling event that will present the monitoring results and include field forms and a Certified Analytical Report. Three hard copies of the report will be transmitted to the County of Sonoma by the 8th of the month following the sampling event. Groundwater elevations and copies of the reports will be uploaded to the Geotracker web site.

Task 2b - Leachate Sample:

At direction of the County, a sample of leachate will be collected from one of the above ground tanks for characterization and general disposal purposes. A letter report with analytical results shall be submitted to the County.

Task 2c - Quarterly Water Levels:

Quarterly groundwater elevations will be collected from ground water monitoring wells and piezometers to include MW-1, MW-2, MW-3, RMW-3, MW-4, MW-5, MW-7, MW-8, MW-9, MW-11 through MW-18, P-1, P-2, P-3, P-5 through P-9, P-9A, P-10 through P-13, and TPZ-6, and from leachate wells LW-1, LW-2, LW-3, LW7, LW-8, LW-9, LP-1, LP-2, and LP-3. Quarterly water levels shall be summarized within the semi-annual and annual reports for the Sonoma site.

Task 2d - Grid Observation Network:

Pursuant to Order 96-039 for the Sonoma site, Grid Observation Network monitoring will be performed on a quarterly basis. The monitoring will be conducted on a 500-foot grid network delineated as stations VO-1 to VO-5. The assigned Grid will be inspected on a quarterly basis during site monitoring activities, noting standard observations of cap integrity such as evidence of ponded water, odors, erosion, seeps, tension cracks, etc. Significant findings shall be reported to County Staff within 24 hours of observation. Reports of findings will be included within the semi-annual reports for the site.

Task 2e - Perimeter Observation Network:

Pursuant to Order 96-039 for the Sonoma Site, Perimeter Observation Network monitoring will be conducted on a quarterly basis. The monitoring will be conducted at equidistant intervals not exceeding 1,000 feet around the perimeter of the waste management unit (limit of waste). Observation stations are delineated as PO-1 to PO-4. The assigned perimeter points will be inspected on a quarterly basis, noting standard observations at the limit of refuse such as evidence of liquid leaving or entering the waste unit, size of effected area and flow rate, odors, source, distance traveled from source, evidence of erosion and/or exposed refuse. Significant findings shall be reported to County Staff within 24 hours of observation. Reports of findings shall be included within the semi-annual reports for the site.

Task 2f - Discharge Observation Network:

Pursuant to Order 96-039 for the Sonoma Site, Discharge Observation Network monitoring will be performed semi-annually. The observations will be conducted at each point around the landfill where discharge offsite occurs. Observation stations are delineated as LO1 to LO-3. The assigned points will be inspected on a semi-annual basis, noting standard observations. Significant findings shall be reported to County Staff within 24 hours of observation. Report of findings shall be included within the semi-annual reports for the site.

Task 2g - Facilities Monitoring

Facilities monitoring will be conducted quarterly pursuant to Order 96-039 for the Sonoma Site. The monitoring will include the inspection of facilities on site to ensure proper operation of water diversion systems, leachate management facilities and secondary containment. Findings shall be reported in its own section within the semi-annual reports for the site.

TASK 3: AIRPORT LANDFILL**Task 3a - Detection Monitoring:**

Detection monitoring will be performed quarterly at the Airport Landfill pursuant to the Monitoring and Reporting Program presented in the Site Investigation Work Plan for the Airport Landfill, dated January 1995, prepared by Fugro West, Inc. The monitoring will include measuring water levels and sampling monitoring wells AL-1, AL-2, AL-3, AL4, AL-5 and AL-6.

Quarterly monitoring reports will be prepared following each sampling event that will present the monitoring results and include field forms and a Certified Analytical Report. Three hard copies of the report will be transmitted to the County of Sonoma by the 8th of the month following the sampling event. Groundwater elevations and copies of the reports will be uploaded to the Geotracker web site.

Task 3b - Domestic Well Sampling:

Pursuant to County direction, quarterly sampling of one domestic well at a nearby residence will be conducted.

Quarterly monitoring reports will be prepared and submitted to the County for submittal to applicable regulatory agencies. An electronic copy of the report will also be uploaded to the Geotracker web site.

Task 3c - Standard Observations:

Standard observations will be conducted quarterly to include the following:

- i. Monitor/inspect the perimeter of the waste at the limit of refuse on a quarterly basis, noting any evidence of liquid leaving or entering the waste unit, size of effected area and flow rate, odors, source, distance traveled from source, evidence of erosion and/or exposed refuse.
- ii. Perform standard observations of cap integrity (i.e., evidence of ponded water, odors, erosion, seeps, tension cracks, etc.).
- iii. Facilities Monitoring - On a quarterly basis, inspect water diversion systems, condition of access roads or other problems which could affect compliance with WDRs for the site.

Significant findings shall be reported to County staff within 24 hours of observation. Reports of findings shall be included within the quarterly reports for the site.

TASK 4: ROBLAR LANDFILL

Task 4a - Storm Water Monitoring

Quarterly surface water sampling and monitoring will be conducted pursuant to the requirements set forth in the Roblar Landfill "Monitoring and Maintenance Program" dated December 30, 1994. This work will include the quarterly sampling of surface water locations SW-1, SW-2, SW-3 and SW-4. Quarterly monitoring reports will include a cover letter, a map showing sampling locations, and analytical results. A formal report summarizing sampling activities for each of the four sampling events will be presented in the annual report (due each June).

Task 4b - Leachate Storage Sample:

A sample will be collected from one of the leachate storage tanks for characterization and general disposal purposes. A letter report with analytical results shall be submitted to the County.

Task 4c - Standard Observations:

Standard observations will be performed at the site that include the following:

- i. Monitor/inspect the perimeter of the waste at the limit of refuse on a quarterly basis, noting any evidence of liquid leaving or entering the waste unit, size of effected area and flow rate, odors, source, distance traveled from source, evidence of erosion and/or exposed refuse.
- ii. Perform standard observations of cap integrity (i.e., evidence of ponded water, odors, erosion, seeps, tension cracks, etc.)
- iii. Facilities Monitoring -On a quarterly basis inspect water diversion systems, leachate management facilities, condition of access roads or other problems which could affect compliance with WDRs for the site.

Significant findings shall be reported to County Staff within 24 hours of observation. Reports of findings shall be included within the quarterly reports for the site.

Task 4d - Detection Monitoring:

Detection monitoring will be performed annually at the Roblar Landfill in July. The sampling will include the collection of water levels from wells R1, R-2 and R-3 and the collection of a sample from monitoring well R-1.

An annual monitoring report will be prepared and submitted to the County for submittal to applicable regulatory agencies. An electronic copy of the report will also be uploaded to the Geotracker web site.

LANDFILL GAS MONITORING

Landfill gas monitoring will be performed at the Healdsburg Landfill in accordance with (CCR) Title 27 Sub-Chapter 4, Article 6 and Title V, Regulation 8, Rule 34 of the Bay Area Air Quality Management District (BAAQMD). The landfill gas monitoring will be conducted following the protocols outlined in *Landfill Gas Monitoring Program*, prepared in June 1998 by EBA Wastechнологies and in accordance with EBA's *Standard Operating Procedures – Landfill Gas Monitoring*.

TASK 5: HEALDSBURG LANDFILL

Task 5a - Landfill Gas Monitoring

Pursuant to Title 27 of the California Code of Regulations, landfill gas (LFG) monitoring will be completed on a quarterly basis. The monitoring will include compliance probes consisting of LFG-3 and LFG-10 to LFG-20, internal monitoring probes LFG-1, LFG-2, LFG-4 and LFG-9, internal trench probes LFG-5 to LFG-8, and on-site structures, including Point A (Cashier Office), Point B (Office Perimeter and Miscellaneous Vaults), Point C (Small shed near recycling center) and Point D (Miscellaneous Vaults NW of Transfer Station).

A quarterly landfill gas monitoring report will be prepared following each sampling event that will present the monitoring results and include field forms. The report will include landfill gas sampling results. Three hard copies of the report will be transmitted to the County of Sonoma by the 8th of the month following the sampling event. It should be noted that any landfill gas exceedance will be verbally reported to the County of Sonoma within 24 hours and written notification will be provided within 72 hours of discovery. Also as indicated the quarterly landfill gas monitoring results will also be included in the quarterly groundwater monitoring report.

TASK 6: RETESTS

Additional monitoring and retests will be conducted at the direction of the County. No retest work shall be performed prior to written approval of the Integrated Waste Division, Division Manager-Engineering and Operations (Manager) or the Manager's designee. Retests up to 40 hours are included herein.

TASK 7: CONSULTATIONS AND MEETINGS

At the request of the County, EBA shall provide consultations and attend meetings, subject to the prior written approval of the Manager (Division Manager of Refuse Disposal) or the Manager's designee.

Task 7a - Annual Review:

Pursuant to applicable regulations and WDRs, EBA will review with County staff ongoing environmental issues for each site in the monitoring contract, and at that time recommend, if applicable, changes in monitoring programs or procedures for each site.

Task 7b - Miscellaneous Consultations

EBA will meet with the County, when requested, to discuss any aspects of the water and landfill gas monitoring program.

Task 7c - Emergency Services:

EBA will provide assistance to County staff related to consulting service for environmental emergency events at the County's landfills and transfer stations. Due to the nature of these events, it is our understanding that EBA's presence will be required on-site at short notice and at any time of the day or night, based on notification from the County. We assume that we will provide up to 80 hours of Principal/Senior Project Manager staff, 80 hours of senior staff and 100 hours of regular staff time for this work.

Task 7d - Expert Testimony and Public Meeting Presentations:

EBA will provide assistance to County staff related to providing Expert Testimony in any legal proceedings court and public meetings for environmental work associated with the County's landfills and transfer stations. We assume that EBA will provide up to 60 hours of Principal/Senior Project Manager staff time for this work.

TASK 8: ADDITIONAL SERVICES

EBA will provide additional related services as directed in writing by the Director of Transportation and Public Works including, but not limited to, additional surface and groundwater monitoring and sampling, additional gas monitoring, additional reporting, supplemental studies, replacement of damaged wells or monitoring points, and installation of new wells or monitoring points.

Exhibit B

COST SHEET FORMER URBAN LANDFILLS

Water Monitoring

Task	Site	Description	Unit Cost Per Event	Events	Frequency	Unit Cost (X) # Events	Task Total
1a	Healdsburg	Detection Monitoring	\$4,660.00	4	Quarterly	\$18,640.00	
1b		Leachate Sample	\$100.00	1	Annual	\$100.00	
1c		Standard Observations	\$100.00	4	Quarterly	\$400.00	\$19,140.00
2a	Sonoma	Detection Monitoring	\$4,922.00	2	S-Annual	\$9,844.00	
2b		Leachate Sample	\$100.00	1	Annual	\$100.00	
2c		Quarterly Water Levels - Inspct.	\$790.00	4	Quarterly	\$3,160.00	
2d		Grid Observation Network	\$50.00	4	Quarterly	\$200.00	
2e		Perimeter Observation Network	\$50.00	4	Quarterly	\$200.00	
2f		Discharge Observation Network	\$100.00	2	S-Annual	\$200.00	
2g		Facilities Monitoring	\$100.00	4	Quarterly	\$400.00	\$14,104.00
3a	Airport	Detection Monitoring	\$3,143.00	4	Quarterly	\$12,572.00	
3b		Domestic Well Sampling	\$100.00	1	Quarterly	\$100.00	
3c		Standard Observations	\$100.00	4	Quarterly	\$400.00	\$13,072.00
4a	Roblar	Storm Water Monitoring	\$1,970.00	4	Quarterly	\$7,880.00	
4b		Leachate Storage Sample	\$100.00	1	Annual	\$100.00	
4c		Standard Observations	\$100.00	4	Quarterly	\$400.00	
4d		Detection Monitoring	\$325.00	1	Annual	\$325.00	\$8,705.00

Gas Monitoring

Task	Site	Description	Unit Cost	Events	Frequency	Cost x Events	Task Total
5	Healdsburg	Gas Monitoring	\$1,998.00	4	Quarterly	\$7,992.00	\$7,992.00

Total for Proposed Services (Task 1 to Task 5)

\$63,013.00

Miscellaneous

Task	Site	Description	Unit Cost	Events	Frequency	Cost x Events	Task Total
6	All Sites	Retests (Up to 40 hrs. incl. 1 to 5b)	\$ N/A	-	-	\$ -	
7a	All Sites	Annual Review	\$ N/A	-	Annual	\$ 1,500	
7b	All Sites	Miscellaneous Consultations	\$ N/A	-	-	\$ 12,000	
7c	All Sites	Emergency Services	Insert Worksheet 7c Task Total			\$35,200.00	
7d	All Sites	Expert Testimony	Insert Worksheet 7d Task Total			\$13,800.00	\$49,000.00
8	All Sites	Additional Services Water/Gas	\$ N/A	-	-	\$ 20,000	\$ 20,000

Total for Proposed Services (Task 1 to Task 8)

\$132,013.00

Emergency Services - Task 7c Worksheet

Task	Site	Description	Hourly Rate Unit Cost	Hours	Frequency	Unit Cost (X) # Hours	Task Total
7c	All Sites	Principal / Senior Project Manager	\$170.00	80	As Needed	\$13,600.00	
		Senior Staff	\$145.00	80	As Needed	\$11,600.00	
		Staff Level	\$100.00	100	As Needed	\$10,000.00	\$35,200.00

Expert Testimony - Task 7d Worksheet

Task	Site	Description	Hourly Rate Unit Cost	Hours	Frequency	Unit Cost (X) # Hours	Task Total
7d	All Sites	Principal / Senior Project Manager	\$230.00	60	As Needed	\$13,800.00	\$13,800.00

**TASK 1
HEALDSBURG SITE - GROUNDWATER MONITORING**

TASK	Sub.	EBA Materials	Principal Geologist	Project Manager	Staff Geologist	Design Drafter	Clerical	Total EBA Hours	Extended Cost
			\$ 175.00	\$ 4,400.00	\$ 100.00	\$ 4,400.00	\$ 60.00		
QUARTERLY									
Detection Monitoring		\$ 350		2	18			20	\$2,440
Leachate Sample					1			1	\$100
Standard Observations					1			1	\$100
Reporting			1	3	10	2	2	18	\$1,930
Management				2				2	\$200
TOTAL		\$0 \$350	1	7	30	2	2	42	\$4,860
Task 1a - Detection Monitoring									
\$ 4,660									
Task 1b - Leachate Sample									
\$ 100									
Task 1c - Standard Observations									
\$ 100									
TOTAL =									
\$ 4,860									

**TASK 2
SONOMA SITE - GROUNDWATER MONITORING**

TASK	Sub.	EBA Materials	Principal Geologist	Project Manager	Staff Geologist	Design Drafter	Clerical	Total EBA Hours	Extended Cost
			\$ 175.00	\$ 4,400.00	\$ 100.00	\$ 4,400.00	\$ 60.00		
SEMI-ANNUAL									
Detection Monitoring		342.00		2.00	20.00			22.00	\$2,632.00
Discharge Observation Network					1.00			1.00	\$100.00
Reporting				4.00	10.00	3.00	2.00	19.00	\$2,000.00
Management				2.00				2.00	\$200.00
Leachate Sample					1.00			1.00	\$100.00
QUARTERLY									
Groundwater Levels				2.00	5.00			7.00	\$700.00
Grid Observation Network					0.50			0.50	\$50.00
Perimeter Observation Network					0.50			0.50	\$50.00
Facilities Monitoring					1.00			1.00	\$100.00
TOTAL		\$0 \$342	0	10	36	3	2	54	\$6,112
Task 2a - Detection Monitoring									
\$ 4,922									
Task 2b - Leachate Sample									
\$ 100									
Task 2c - Water Levels & Inspections									
\$ 700									
Task 2d - Grid Observation Network									
\$ 50									
Task 2e - Perimeter Observation Network									
\$ 50									
Task 2f - Discharge Observation Network									
\$ 100									
Task 2g - Facilities Monitoring									
\$ 100									
TOTAL =									
\$ 6,112									

**TASK 3
AIRPORT SITE - GROUNDWATER MONITORING**

TASK	Sub.	EBA Materials	Principal Geologist	Project Manager	Staff Geologist	Design Drafter	Clerical	Total EBA Hours	Extended Cost
			\$ 175.00	\$ 4,400.00	\$ 100.00	\$ 4,400.00	\$ 60.00		
QUARTERLY									
Detection Monitoring		153.00		2.00	8.00			10.00	1,243.00
Domestic Well Sampling					1.00			1.00	100.00
Standard Observations					1.00			1.00	100.00
Reporting				2.00	10.00	2.00	2.00	16.00	1,610.00
Management				2.00				2.00	200.00
TOTAL		\$0 \$153	0	6	20	2	2	30	\$3,343
Task 3a - Detection Monitoring									
\$ 3,143									
Task 3b - Domestic Well Sampling									
\$ 100									
Task 3c - Standard Observations									
\$ 100									
TOTAL =									
\$ 3,343									

**TASK 4
ROBLAR SITE - GROUNDWATER MONITORING**

TASK	Sub.	EBA Materials	Principal Geologist	Project Manager	Staff Geologist	Design Drafter	Clerical	Total EBA Hours	Extended Cost
			\$ 175.00	\$ 4,400.00	\$ 100.00	\$ 4,400.00	\$ 60.00		
QUARTERLY									
Stormwater Monitoring		125.00		1.00	4.00			5.00	670.00
Leachate Storage Sample					1.00			1.00	100.00
Standard Observations					1.00			1.00	100.00
Detection Monitoring		125.00			2.00			2.00	\$25.00
Reporting				2.00	4.00	2.00	2.00	10.00	1,010.00
Management				2.00				2.00	200.00
TOTAL		\$0 \$250	0	5	12	2	2	19	\$2,495
Task 4a - Stormwater Monitoring									
\$ 1,970									
Task 4b - Leachate Storage Sample									
\$ 100									
Task 4c - Standard Observations									
\$ 100									
Task 4d - Detection Monitoring									
\$ 325									
TOTAL =									
\$ 2,495									

**TASK 5
HEALDSBURG SITE - LANDFILL GAS MONITORING**

TASK	Sub.	EBA Materials	Principal Geologist	Project Manager	Staff Geologist	Design Drafter	Clerical	Total EBA Hours	Extended Cost
			\$ 175.00	\$ 4,400.00	\$ 100.00	\$ 4,400.00	\$ 60.00		
QUARTERLY									
Landfill Gas Monitoring		148.00		1.00	8.00			9.00	1,093.00
Reporting				1.00	6.00	1.00	1.00	9.00	905.00
Management								0.00	0.00
TOTAL		\$0 \$148	0	2	14	1	1	18	\$1,998



STANDARD SCHEDULE OF FEES AND RATES

Principal Geologist/Principal Engineer	\$230.00 per hour
Project Manager.....	\$160.00 - \$210.00 per hour
Senior Geologist/Senior Engineer	\$150.00 - \$190.00 per hour
Senior Project Geologist/Senior Project Engineer	\$140.00 - \$170.00 per hour
Project Geologist/Project Engineer.....	\$135.00 - \$170.00 per hour
Staff Geologist/Staff Engineer	\$100.00 - \$130.00 per hour
Survey: 3 Man Crew.....	\$380.00 per hour
Survey: 2 Man Crew.....	\$290.00 per hour
Survey Travel: 2 Man Crew.....	\$200.00 per hour
Survey: 1 Man Crew.....	\$185.00 per hour
Senior Survey Technician	\$130.00 - \$150.00 per hour
Survey Technician	\$90.00 - \$125.00 per hour
Senior Environmental Scientist/Specialist	\$130.00 - \$150.00 per hour
Environmental Scientist/Specialist.....	\$75.00 - \$115.00 per hour
Design Draftsperson	\$115.00 - \$135.00 per hour
Drafting Technician	\$95.00 - \$115.00 per hour
Clerical.....	\$65.00 per hour
Administrative	\$70.00 per hour
Systems Manager	\$80.00 per hour
Depositions or court proceedings	200% of usual rates
Subconsultants	Cost plus 15%
Prints and materials	Cost plus 15%
Miscellaneous expenses	Cost plus 15%

Prevailing wage rates may be adjusted based on DIR wage determinations.

Effective January 2019

EXHIBIT C

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, Attn: Department of Transportation and Public Works, 2300 County Center Dr., Suite B100 Santa Rosa, CA 95403, 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.

County of Sonoma Contract Insurance Requirements

- 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

County of Sonoma Contract Insurance Requirements

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: Groundwater and Landfill Gas Monitoring and Sampling for Airport, Roblar, Sonoma, and Healdsburg.
- 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: County of Sonoma, its Officers, Agents and Employees, Attn: Department of Transportations and Public Works – Refuse, 2300 County Center Dr., Suite B100, Santa Rosa, CA 95403.
- 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.