

AGREEMENT FOR LANDFILL COVER MAINTENANCE AND EMERGENCY REPAIR SERVICES

This agreement ("Agreement"), dated as of _____, 20__ ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and Piazza Construction (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 earth moving work, infrastructure work, and related services, and possesses 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 earth moving work and infrastructure work as related to Title 27 performance standards or as directed by the Board of Supervisors and the Director of the Department of Transportation and Public Works.

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 services as requested from time to time by County in its sole discretion. Work will be authorized and performed only upon written authorization signed by County and Contractor in a form attached hereto as Exhibit A ("Task Order"). 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) estimated 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. With respect to performance under this Agreement, Contractor shall employ the following key personnel: _____.
- 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.

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 Task Order, Exhibit A, authorizing Contractor to proceed with the scheduled work. Contractor will submit to County, as an attachment to the Task Order, a description of the task(s) to be performed, and include a "Not-To-Exceed" estimate of costs for labor, equipment, material, and all other foreseeable costs associated with the scheduled work. Annual expenditures under this agreement shall not exceed a total amount of \$500,000 Dollars annually. This amount does NOT including any Work that might be performed by this firm under Section 2.2 of this agreement.

2.2 Emergency Work: For all services and incidental costs required hereunder, Contractor shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit A, provided, however, that total payments to Contractor shall not exceed \$60,000 Dollars, without the prior written approval of County. 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.

Upon completion of work, Contractor shall submit its bill(s) for payment in a form approved by the County's Auditor and the Head of the County Department receiving the services. The bill(s) 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 equipment, materials, and other expenses directly related to the task. 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 _____, 2020 to March _____, 2023 with the possibility of two 1-year extensions, 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, Contractors, 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 the Director of the Transportation and Public Works, 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, Contractors, 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/Living Wage Ordinance. Contractor 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, Contractor expressly acknowledges and agrees that this Agreement is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

9.8 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 Transportation and Public Works Department 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, Contractors, 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
Department of Transportation & Public Works,
Integrated Waste Division
Attention: Adrian Diaz
2300 County Center Drive, Suite B100
Santa Rosa, CA 95403
adrian.diaz@sonoma-county.org

TO: CONTRACTOR: James A. Piazza, Owner
Piazza Construction
P.O. Box 573
Penngrove, CA 94951
piazzapc@gmail.com
Phone: (707) 876-3410

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.

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

CONTRACTOR:

DW ENTERPRISES

By: _____

Name: _____

Title: _____

Date: _____

COUNTY: COUNTY OF SONOMA

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

By: _____
Department Analyst

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
Director of Transportation & Public Works

Date: _____

By: _____
County Counsel

Date: _____

By: _____
Chair, Board of Supervisors

Date: _____

Date: _____

ATTEST:

Clerk of the Board of Supervisors



TASK ORDER # _____

PROJECT # _____

TOTAL AMOUNT \$ _____

TASK ORDER

Contractor shall perform the services within the time outlined below or by the dates provided for herein. Such work shall be subject to the terms and conditions of the Professional Services Agreement between the County and Insert Contractor dated _____.

TASK NAME AND LOCATION:

PROJECT DESCRIPTION:**COUNTY PROJECT MANAGER:**

Name _____ Email _____ Phone # _____

CONTRACTOR:

Superintendent: _____ Email _____

Subcontractor: _____

DELIVERABLES & SCOPE OF WORK: MUST BE ATTACHED TO THIS FORM

START DATE: _____ FINISH DATE: _____

Account Codes

Account #:

Department:

By Contractor:

Superintendent's Signature

Estimated Cost of Project T&M \$ _____

Print Name

Date



Lic. No. 406456 • P.O. Box 573 • Penngrove • CA 94951 • (707) 876-3410

RATES

LABOR RATES:

Foreman: Standard rate = \$88.17/hr, overtime is x1.5 standard rate, holiday/premium time is x2.0.
Standard rate to increase +\$2.50 on June 2020, +2.50 on June 2021 and +2.75 on June 2022.

Operator: Standard rate = \$84.85/hr, overtime is x1.5 standard rate, holiday/premium time is x2.0.
Standard rate to increase +\$2.50 on June 2020, +2.50 on June 2021 and +2.75 on June 2022.

Driver: Standard rate = \$68.94/hr, overtime is x1.5 standard rate, holiday/premium time is x2.0.
Standard rate to increase +\$2.50 on June 2020, +2.50 on June 2021 and +2.75 on June 2022.

Labor: Standard rate = \$63.60/hr, overtime is x1.5 standard rate, holiday/premium time is x2.0.
Standard rate to increase +\$1.95 on June 2020, +1.95 on June 2021 and +2.00 on June 2022.

Labor rates include labor surcharge of 10%.

Upon billing, **10%** markup will be applied to labor charges.

EQUIPMENT RATES:

See attached (4) four pages for equipment rates.

Equipment rates to increase in April an additional 3% for each year of the contract.

Upon billing, **10%** markup will be applied to equipment charges.



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MATERIALS COSTS:

Upon billing, **10%** markup will be applied to material charges.

Sincerely,

James A. Piazza
Piazza Construction

Piazza Construction Equipment Rate List

Effective: April 1, 2019 - March 31, 2020

Revised: October 23, 2019

Equipment	Description	Class	Make	Model	Standard Rate
AB01	Allmand Bros Arrow Board	TRAFA	FLAS	TM	3.43
AP01	255E Cat Paver	ASPAV	CAT	AP255E	82.29
AP02	Blaw-Knox 4410	ASPAV	B-K	PF4410	197.53
AZ01	480 Asphalt Zipper 1996	PGT-C	ZIPR	AZ480	89.75
AZ02	Asphalt Zipper 2006	PGT-C	ZIPR	AZ480	89.75
BAR01	Barricade w/ Flasher	TRAFC	1BAR	A1	0.50
BAR02	Barricade w/o Flasher	TRAFC	1BAR	A2	0.26
BAR03	Barricade Type IIIB	TRAFC	1BAR	B3	1.15
BD01	650G JD Dozer W/ Ripper	TRACC	DEER	5484A	48.47
BEACON	Flashing Beacon	TRAFC	5BEA	12V	6.51
BH01	410D JD Backhoe 4-1	LDRRT	DEER	2508D	48.61
BH01A	Auger, Hyd, Machine Mounted	LDRRT	DEER	2508D	53.11
BH02	410E JD Backhoe Side Dump	LDRRT	DEER	2508E	50.99
BH03	410G JD Backhoe Side Dump	LDRRT	DEER	2508G	52.10
BH04	410G JD Backhoe Side Dump W/ Hyd	LDRRT	DEER	2508G	52.10
BS01	John Deere 210L Skip Loader	LDRRT	DEER	2495	38.81
BT01	Peterbuilt Boomtruck	HCETD	NATL	4984	45.07
CMB01	Wanco WVT3 Message Board	TRAFA	CMSN	SOL1	10.71
CONE	28" Cones With Reflective Sides	TRAFC	2TC	D100	24.63
CP03	185 Ingersolrand Air Compressor	AIRCP	PORT	016-025	20.19
CP04	186 Ingersolrand Air Compressor	AIRCP	PORT	016-025	20.19
CS01	ICS 853PRO Hydraulic Concrete Chainsaw	SAWCO	ABOP	33-45	17.10
DD01	Ditch Witch Directional Drill Small	AUGHZ	D-W	TBD	21.25
DD02	JT25 Ditchwitch Directional Drill	AUGHZ	D-W	JT25	85.00
DT01A	1996 Kenworth as 10 Wheeler	TRUON	TRUN	3AXL	69.31
DT01B	1996 Kenworth as Transfer	TRUON	TRUN	5AXL	87.29
DT02A	1999 Kenworth as 10 Wheeler	TRUON	TRUN	3AXL	69.31
DT02B	1999 Kenworth as Transfer	TRUON	TRUN	5AXL	87.29
DT03A	1998 Kenworth as 10 Wheeler	TRUON	TRUN	3AXL	69.31
DT03B	1998 Kenworth as Transfer	TRUON	TRUN	5AXL	87.29
DT04	1993 International 4900	TRUON	TRUN	2AXL	52.55
DT05	2005 Freightliner M-2 BC	TRUON	TRUN	2AXL	52.55
DT06	2006 Freightliner M-2 BC	TRUON	TRUN	2AXL	52.55

Piazza Construction Equipment Rate List

Effective: April 1, 2019 - March 31, 2020

Revised: October 23, 2019

Equipment	Description	Class	Make	Model	Standard Rate
DT07	2012 International 4400	TRUON	TRUN	2AXL	52.55
DT08	4400 SBA 4x2 MCT	TRUON	TRUN	2AXL	52.55
DT09	2012 International 4400, no bed	TRUON	TRUN	2AXL	52.55
EX01	160LC JD Excavator w/ Thumb	HCECL	DEER	160LC	59.79
EX02	35 ZTS JD Excavator w/ Thumb	HCECL	DEER	35ZTS	25.34
EX03	35C zts Excavator w/ Thumb	HCECL	DEER	35C	25.34
EX04	35D JD Excavator w/ Thumb	HCECL	DEER	35DT	25.34
EX05	50D JD Excavator w/ Thumb	HCECL	DEER	50DZT	34.64
EX06	50D JD Excavator w/ Thumb	HCECL	DEER	50DZT	34.64
EX07	50G JD Excavator w/ Thumb	HCECL	DEER	50DZT	34.64
EX08	85D JD Excavator	HCECL	DEER	85D	39.37
EX09	CX75 Case Excavator	HCECL	CASE	CX75	37.01
EX10	321D Cat Excavator	HCECL	CAT	321DLCR	113.41
EX11	Hitachi ZX135	HCECL	HIT	Z135	59.77
FB01	1992 International 4900 Flatbed	TRUCK	T&TT	28-36	46.23
FB02	1992 International 4700 Flatbed	TRUCK	T&TT	20-28	40.65
FECN	Fecon Brush Head For Skidsteer	TRACS	FECN	FTX90L	36.90
FECN2	Bull Hog Attachment Fecon Head EX	BRUCP	FCOM	EX	20.00
FM01	McElroy Fusing Machine #26 Pit Bull Manu	PLUMB	MCLR	26	100.00 / day
FM02	McElroy #28 HF Fusing Machine Hydraulic	PLUMB	MCLR	28	200.00 / day
FM03	McElroy 412 Fusing Machine Hydraulic	PLUMB	MCLR	412	300.00 / day
FM04	Friamat Fusing Machine	PLUMB	FRMT	TBD	200.00 / day
GD01	18" Altec Grinder	TRACS	ALTC	RW18	18.48
GD02	24" Pc 306B Cat Grinder	TRACS	CAT	PC306B	24.64
GD03	40" Pc 310B Cat Grinder	TRACS	CAT	PC306B	41.07
HM01	BRH125 Hammer	HAMMR	TRMC	1310	11.31
HM02	MB15 Hammer	HAMMR	STAN	MB15	8.92
HM03	Stanley MB 356	HAMMR	STAN	MB15	8.92
KR01	K-Rail, 20 Feet	NONOP	TRAF	0820	0.50
LD01	544E JD Loader	LDRRT	DEER	2660E	62.49
LD02	344J JD Loader	LDRRT	DEER	344J	57.46
LT01	Light Tower	ELGEN	LITE	4 LIGHT	8.57
LT02	Light Tower	ELGEN	LITE	4 LIGHT	8.57

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LT03	Light Tower	ELGEN	LITE	4 LIGHT	8.57
LT04	Light Tower	ELGEN	LITE	4 LIGHT	8.57
LT05	Light Tower	ELGEN	LITE	4 LIGHT	8.57
PLATE	7/8" Thick, Per 100 SF	NONOP	MISC	0210	1.30
PT00	2008 GMC Pickup 3500	TRUCK	T&TT	06-12	29.60
PT01	2015 Chevy Pickup 3500	TRUCK	T&TT	06-12	29.60
PT02	2002 Chevy Pickup 2500	TRUCK	T&TT	06-12	29.60
PT03	2013 GMC Pickup 3500	TRUCK	T&TT	06-12	29.60
PT04	2006 Chevy Pickup 2500	TRUCK	T&TT	06-12	29.60
PT05	2016 Chevy Pickup 3500	TRUCK	T&TT	06-12	29.60
PT06	2017 Chevy Pickup 3500	TRUCK	T&TT	06-12	29.60
PT07	2007 Chevy 2500 Pickup	TRUCK	T&TT	00-06	29.60
PT08	2009 Ford Pickup F250	TRUCK	T&TT	06-12	29.60
PT09	2008 Ford Pickup F250	TRUCK	T&TT	06-12	29.60
PT10	2016 GMC Canyon Pickup	TRUCK	T&TT	06-12	26.15
RF01	Peterbuilt Rolloff	TRUCK	T&TT	28-36	46.23
RG01	570 B JD Grader	GRADR	DEER	3892	51.84
RR01	224E Cat Roller	ROVIB	CAT	8031E	35.43
RR02	120AD Bomag Roller	ROVIB	KOBO	4169	32.41
RR03	Cat 434D Roller	ROVIB	CAT	8062D	70.96
RR04	Cat 334D Roller	ROVIB	CAT	CB34	47.06
RR05	Cat CB34B Roller	ROVIB	CAT	CB34	47.06
RW01	Ditch Witch RT35 Rock Wheel	SAWRO	D-W	RT35	15.50
SIGN	Sign Stand And 3 Flags With One Cone	TRAFC	6FSS	EACH	2.94
SIGN LT	Flashing Light	TRAFC	5BEA	12V	6.51
SP01	Bobcat Sweeper Attachment	TBD	TBD	TBD	1.95
SS01	763 Bobcat Skidsteer	TRACS	<50	A	25.36
SS02	S330 Bobcat Skidsteer	TRACS	>50	A	34.21
SS03	S330 Bobcat Skidsteer	TRACS	>50	A	34.21
SS04	262C Cat Skidsteer	TRACS	>50	A	34.21
SS05	299C Cat Skidsteer	TRACS	>50	A	34.21
TP01	Trailer-Mounted Tack Pot	BITDT	TLMD	0-300	6.87
TT01	2011 Trialermax TD-40 Ton	TRAIT	TB-2	20-22	7.11

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TT02	Zieman Trailer 20 Ton	TRAIT	TB-2	20-22	7.11
TT03	Econoline 12 Ton	TRAIT	TB-2	10-12	5.32
TT04	Single Axle Trailer	TRAIT	TB-1	00-02	0.84
TT05	2 axle, 40 ft Fruehauf trailer	TRAIT	LB-A	100	15.75
VC01	Bomag 172 PDB2	ROVIB	BMAG	172PDB2	50.15
VT01	Vacmaster System 3999	VACDB	VACM	S4000	121.55
VT02	Pdm 800 Dt Vactron	VACDB	VTRN	800DT	28.38
VT03	Pdm 500 Vactron	VACDB	VTRN	PMD500	20.00
VT0	Vermeer Vactron 1200 on rolloff	VACDB	VTRN	PDF1200	87.55
WC01	Gas Wacker Asphalt Plate	COMHG	COMP	0-250	3.82
WC02	Jumping Jack	COMHG	COMP	0-250	3.82
WC03	Large Hand Guided Diesel	COMHG	COMP	250	9.43
WD01	Miller Welder 250 Amp	WELD	AWM	250-500	11.77
WP01	2" Submersible Water Pump	PUMWA	GULD	6DHC	1.30
WP02	3" Trash Pump Gas Powered	PUMWA	010-020	TBD	4.53
WT01	Water Truck	TRUCK	T&TT	28-36	46.23
WT02	Portable Water Buffalo	TRAIW	WATR	006-012	1.08
WW01	Waterwall	TRAFA	TRFX	TL-2	2.99

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.
- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between the additional insureds and Consultant and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

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

4. Professional Liability/Errors and Omissions Insurance

- a. Minimum Limits: \$1,000,000 per claim or per occurrence; \$1,000,000 annual aggregate.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If Consultant’s services include: (1) programming, customization, or maintenance of software; or (2) access to individuals’ private, personally identifiable information, the insurance shall cover:
 - i. Breach of privacy; breach of data; programming errors, failure of work to meet contracted standards, and unauthorized access; and
 - ii. Claims against Consultant arising from the negligence of Consultant, Consultant’s employees and Consultant’s subcontractors.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- e. Coverage applicable to the work performed under this Agreement shall be continued for two (2) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- f. Required Evidence of Insurance: Certificate of Insurance specifying the limits and the claims-made retroactive date.

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: Landfill Cover Maintenance and Emergency Repair Services.
- 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: 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.
- 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

Consultants 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.