



Sonoma County Community Development Commission
Sonoma County Housing Authority
1440 Guerneville Road, Santa Rosa, CA 95403-4107

Request for Proposals

Roseland Village - Environmental Services

The Sonoma County Community Development Commission (Commission) is requesting qualifications from firms to provide Environmental Services at the Roseland Village Neighborhood Center.

The selected firm will finalize and implement a Final Response Plan , perform Response Actions that may include long-term operation and a maintenance plan, prepare and implement a comprehensive public outreach plan, upload reports and electronic data to GeoTracker and supervise and perform all remediation activities. The duration of the assignment will last until all final approvals are received from all agencies having jurisdiction over the project, including, but not limited to the California Regional Water Quality Control Board, the North Coast Regional Water Quality Control Board, the Sonoma County Water Agency and the City of Santa Rosa.

Background

The Roseland Village Neighborhood Center (Project) is a Commission-owned development project, ultimately intended to include two high-density residential housing buildings (referred to herein as Buildings A and B), a civic building, a food hall, and a one-acre public plaza.

The Project is located, in part, on 761 Sebastopol Road, Santa Rosa, California, which was a dry cleaning facility (Site). Dry cleaning operations were conducted at the site between 1965 and 1971. This Site is bounded by a drainage ditch and commercial property to the north; commercial and retail properties adjacent to the east; commercial and retail south across Sebastopol Road, and commercial and retail properties adjacent to the west.

In January 2002 during a sanitary sewer assessment and underground utility survey performed by the City of Santa Rosa, a release of tetrachloroethene (PCE) from the former dry cleaning facility was detected in a groundwater sample up to two hundred and eighty-eight (288) parts per billion. In November 2002, the California Regional Water Quality Control Board – North Coast Region (Regional Water Board) took jurisdiction over the Site as a result of the assessment. The Regional Water Board required that investigations be conducted to determine the source of PCE in groundwater and define the complete lateral and vertical extent of contamination.

Soil, soil gas, indoor air, and groundwater investigations have been conducted by consultants hired by the previous property owner and the Commission at the site since 2003. On December 29, 2016, the Regional Water Board issued a Path Forward to Redevelopment Letter, which required an additional investigation of soil vapor and groundwater, continuation of groundwater monitoring, preparation of a conceptual site model, and development of an environmental site assessment and response plan

Harris and Lee Environmental Services (HLENV) conducted additional investigations at the Site in 2017 and submitted those results, along with a conceptual site model, to the Regional Water Board on October 31, 2017. That report concluded that the lateral and vertical extent of PCE in the soil vapor and groundwater was delineated and that groundwater monitoring indicated that the PCE plume was stable and decreasing in concentration in the vicinity of the former dry cleaner. In a January 19, 2018 letter, the Regional Water Board concurred with the conclusions presented in the report. The Regional

Water Board also directed the preparation of an environmental response plan to develop appropriate cleanup steps to protect human health and the environment, and to select a cleanup method to meet these goals in a reasonable time frame. The Regional Water Board also required that the response plan include a method for control and mitigation of potential soil vapor intrusion into future residential units within the footprint of the PCE plume, and a Site Management Plan to manage soil and groundwater generated during development.

In 2018 the CDC and its consultants employed several remedial technologies that were evaluated by the Water Board for the reduction of PCE in the groundwater and soil vapor at the Site. It was determined by the Water Board that the most effective response action for reducing the PCE mass in groundwater would be in-situ chemical oxidation (ISCO) technology. Reduction of PCE mass in groundwater will result in a reduction of PCE mass in soil vapor. To help design the final groundwater response action, it is proposed that an ISCO Pilot Test will be conducted by the CDC and its consultants. Based on the results of the Pilot Test, the full-scale response actions will be designed and implemented by the CDC.

If the ISCO remedy does not prove effective, the Project could allow a concentration of PCE in soil vapor that poses an unacceptable vapor intrusion risk to future ground-floor residential occupants in Building A, and a vapor barrier and Passive Vapor Intrusion Mitigation System (PVIMS) will be required.

The Commission is pursuing cleanup of the Site under the California Land Reuse and Revitalization Act (CLRRRA) through a Voluntary Cleanup Agreement with the Regional Water Board. The Commission has applied for a Site Cleanup Subaccount Program (SCAP) Grant to assist with the cleanup effort. The SCAP Grant is administered by the California State Water Resources Control Board (State Water Board).

Scope of Services

As specified by the CLRRRA Agreement, a Response Plan is required for the Site to address remaining concentrations of PCE in groundwater and soil gas within the Project. The Response Plan may include Interim Response Actions to reduce unreasonable risk to human health and safety for the anticipated mixed-use development of the Site, and Final Response Actions, including a long-term operation and maintenance plan, to reduce unreasonable risk to the environment. The Interim Response Actions may be completed concurrent with development of the Project. The Final Response Actions may be completed concurrent with and following development of the Project. Once the Response Plan is approved, Commission and the Master Developer (MidPen) shall oversee implementation of the plan through a Memorandum of Understanding (MOU).

The CLRRRA Agreement requires that the Response Plan shall contain the information specified in Health and Safety Code sections 25395.96(a) and (b) and shall provide that implementation of the Plan result in the condition of the Site that allows it to be used for its reasonably anticipated future land use without unreasonable risk to human health and safety and the environment. Public participation shall meet the requirements of Health and Safety Code section 25395.96, including a Water Board public meeting, if requested by the Water Board.

The draft scope of work expected to be required to develop the Response Plan using ISCO and the PVIMS as the remedial approach is attached to this RFP and includes major items as follows:

- Prepare a work plan to conduct an ISCO pilot test, and obtain agency approval.
- Obtain permits, including a drilling permit for test wells and a BAAQMD permit for the temporary soil vapor treatment system, as required.
- Perform field-scale pilot testing of ISCO by installing test injection points within the groundwater plume most affected by PCE.
- Conduct a pilot test designed to provide all necessary information to design the final ISCO injection program. Collect and analyze soil vapor and groundwater samples to establish baseline conditions and progressive conditions following the pilot test ISCO injections, as required.
- Prepare the Draft Response Plan and submit to the Regional Water Board and State Water Board staff for review. Include sample analytical results, geologic cross sections, potentiometric surface maps, and contaminant

distribution maps.¹ Propose details of the final remedy design and approach (anticipated to be ISCO injections). Prepare design specifications for the recommended corrective action approach. Develop and provide clean-up goals for groundwater and soil vapor, and a timeline to achieve the clean-up goals using the proposed remedial option.

- Work with MidPen and its consultant to obtain their building foundation plans to coordinate with the contingent PVIMS remedy; and prepare a Site Management Plan, which will be included as attachment to the Response Plan.
- Address Regional Water Board comments and prepare Draft Final Response Plan for public review.
- Prepare a Fact Sheet and distribution of notice to the public of the availability of the Draft Final Response Plan for review and comment.
- Attend public and agency meetings, as required.
- Address public comments, and prepare and submit Final Response Plan to the Regional Water Board and State Water Board staff.
- Upload reports and other electronic data deliverables to GeoTracker for Regional Water Board and State Water Board staff review.
- Prepare additional documents, which many include, but are not limited to: remedial design implementation plan; completion reports; Land Use Covenant; and operation and maintenance plan.
- Oversee and manage all cleanup activities required by the California Regional Water Control Board and the North Coast Regional Water Quality Control Board.

List of Documents Available for Review during Normal Business Hours at Commission, 1440 Guerneville Rd. Santa Rosa, CA 95403:

1. December 29, 2016 Letter from Regional Water Board to Commission, "Path Forward to Redevelopment".
2. February 12, 2019 California Land Reuse and Revitalization act (CLRRA) Scope of Work
3. October 31, 2017, Site Assessment Report and Conceptual Site Model, Harris and Lee Environmental Sciences, LLC.
4. January 18, 2018 Letter from Regional Water Board to Commission, "Site Assessment Report and Conceptual Site Model".
5. June 4, 2018, California Land Use and Revitalization Act (CLRRA) for the Roseland Cleaners, 761 Sebastopol Road, Santa Rosa, California, Case Number 1NSR103 (201-0082)

Submission Requirements

Responses to this RFP shall include the following:

Cover Letter and Introduction

A letter of introduction, which includes the name, address, telephone number, and email address of the contact person(s) authorized to represent your firm. This letter should be signed by an officer of the firm authorized to bind the firm to all commitments made in the response.

¹ Detailed site information has been collected, and can be found in HLENV's *Site Assessment Report and Conceptual Site Model*, dated October 31, 2017. A copy of this report is available upon request.

Project Overview

Provide a brief narrative description of the Scope of Work outlined above. Include any issues you believe may require special consideration. Discuss any alternatives to the Scope of Work you might recommend. Commission staff will assess your understanding of the objectives based on this overview.

Qualifications and Experience

Provide descriptions of your firm's role, experience, and capability in the performance of environmental site investigation, remediation using ISCO technology, PVIMS technology and system design, development of Response Plans under CLRRRA, and grant fund management under SCAP. Provide a summary of professional qualifications including a copy of your State of California license indicating license number and level. Provide the name, mailing address, telephone number, and email address of principal representatives of those clients. Provide five (5) environmental-related work references. Include qualifications and experience of sub-consultants, if any. Briefly describe your firm's general business capabilities and your ability to meet the required timelines.

Methodology

All proposals received by the specified deadline will be reviewed by the Commission for content, including but not limited to cost, related experience, and professional qualifications of the bidding consultants.

Cost Basis

The proposal shall clearly state ALL of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended or required products and services.

The project costs must be broken out and include all expenses that will be charged to the Commission, including but not limited hourly rates for labor, overhead and profit, subcontractor costs, on-site general conditions, software costs, implementation fees, shipping, insurance, communications, documentation reproduction, and all expenses, including travel, meal reimbursement, hotel per diems, taxes, etc. Failure to clearly identify all costs associated with the proposal may be cause for rejection of the Consultant's proposal.

The following project budget template should be used.

TASK #	DESCRIPTION	TOTAL
	ISCO PILOT TEST	
Task 1	ISCO Pilot Test Work Plan	
Task 2	Additional Investigation in Former Dry Cleaner Area/Well Installation	
Task 3	Aquifer Testing/Data Analysis	
Task 4	Bench Scale Testing & Baseline GW & SV Sampling	
Task 5	ISCO Pilot Test Design Report	
Task 6	ISCO Pilot Test	
Task 7	Performance GW & SV Monitoring	

Task 8	ISCO Pilot Test Data Evaluation Report	
2.	RESPONSE PLAN	
Task 1	Development of Response Plan	
3.	IMPLEMENT RESPONSE PLAN	
Task 1	Additional Investigation in Downgradient Area of Site	
Task 2	Groundwater Response (ISCO Injections)	
Task 3	Passive Vapor Mitigation System Design/Install	
Task 4	6 Sub-Slab Sampling Events/2 Troubleshooting Events	
Task 5	PVIMS Completion/OMM Document	
Task 6	Qtrly GW and SV Monitoring	
Task 7	In-Garage Air Monitoring in Bldg A	
Task 8	Qtrly GW/SV/SSV/In-Garage Air Monitoring Reports	
Task 9	GW Completion Report	
Task 10	SV Completion Report	
	PROJECT TOTAL	

Authorization

The response must be signed by an individual authorized to bind the firm and shall contain a statement to the effect that the response is valid for at least 90 days.

Due Date

Written and electronic responses both must be received by the Commission in its office at 1440 Guerneville Road, Santa Rosa, no later than 5:00pm, March 29, 2019. The due date is subject to change. If the due date is changed, all known recipients of the original RFP will be notified of the new date, and any such changes will also be posted on the Commission's website.

Questions/Answers

All questions must be submitted in writing no later than 5:00pm, March 15, 2019. If any questions are received, all questions will be responded to in an addendum issued and posted on the Commission's website by March 22, 2019. The Commission will not provide verbal responses to any inquiries made by prospective respondents. The Commission will instead direct respondents to submit all questions in writing.

Questions should be submitted to:

Sonoma County Community Development Commission

Attn: Diedre Duncan
1440 Guerneville Road
Santa Rosa, CA 95403
Email: diedre.duncan@sonoma-county.org

Timeline

RFP issued	February 22, 2019
Questions in writing due	March 15, 2019
Responses to questions and addendum issued and posted to Commission website	March 22, 2019
Proposals due	March 30, 2019
Proposal evaluation	April 19, 2019
Consultant notified of preliminary selection, pending Board of Commissioners/Supervisors approval	May, 2019

Instructions for Submission of Response

Please submit an electronic version and one hard copy of the response. The address for submitting electronic responses directly to the Commission is: diedre.duncan@sonoma-county.org.

Hard copies of responses must be enclosed in a sealed envelope or package and clearly marked: Roseland Environmental Services.

Responses should be submitted to:

Sonoma County Community Development Commission
Attn: Diedre Duncan
1440 Guerneville Road
Santa Rosa, CA 95403

Evaluation Criteria

Selection of the most qualified consultant will determine the final contract award and be based upon:

- Understanding of the scope of work as evidenced by the approach outlined
- Competence, technical ability, and related experience, particularly with the Regional Water Board, the CLRRRA process and the SCAP process.
- Ground water contamination and environmental remediation knowledge
- Estimated cost projections
- Responsiveness to the Request for Proposals
- References

Rules and Regulations

The issuance of this RFP does not constitute an agreement by the Commission that any contract will actually be entered into by the Commission, and the Commission shall not pay for costs incurred in the preparation or submission of proposals. All costs and expenses associated with the preparation of this proposal shall be borne by the proposer.

The Commission expressly reserves the right at any time to:

- a. Waive or correct any deviation, defect, or informality in any response, submittal, or submittal procedure. The Commission's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.
- b. Reject any or all responses.
- c. Re-issue this RFP or change deadline dates.
- d. Modify all or any portion of the selection procedures, prior to the submission deadline, including deadlines for accepting responses, the specifications or requirements for any materials, equipment, or services to be provided under this RFP, or the requirements for contents or format of the responses.
- e. Award the agreement to the proposer or proposers that, in the Commission's judgment, best serves the needs of the Commission.

All responses shall be deemed public records. In the event that a respondent desires to claim portions of its response exempt from disclosure, it is incumbent upon the respondent to clearly identify those portions with the word "Confidential" printed on the lower right-hand corner of the page. The Commission will consider a respondent's request for exemption from disclosure; however, the Commission will make a decision based upon applicable laws. Assertions by a respondent that the entire submittal or large portions are exempt from disclosure will not be honored and the proposal may be rejected as non-responsive. All responses to this RFP shall become the property of the Commission and will be retained or disposed of accordingly.

The Commission will endeavor to restrict distribution of material designated as confidential to only those individuals involved in the review and analysis of the proposals. Proposers are cautioned that materials designated as confidential may nevertheless be subject to disclosure. Proposers are advised that the Commission does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

- a. [Legal name of proposer] shall indemnify, defend and hold harmless the Commission, the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code sections 6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

The Commission shall not be liable for any pre-contractual expenses incurred by any respondent. The Commission shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

All data and information furnished by Commission or referred to in this RFP are furnished for the respondent's convenience. The Commission does not guarantee that such data and information are accurate and assumes no responsibility whatsoever as to its accuracy or interpretation. Respondents shall satisfy themselves as to the accuracy or interpretation of all such information and data.

The Commission also reserves the right to negotiate any price or provisions and accept any part, or all parts of any or all responses, whichever is in the best interest of the Commission.

The Commission may, during the evaluation process, request from any respondent additional information which the Commission deems necessary to determine the respondent's ability to perform the required services. If such information is requested, the respondent shall be permitted three (3) working days to submit this information.

All respondents submit their statements to the Commission with the understanding that the final approval of any agreement is contingent upon and subject to review and final approval by the Board of Commissioners.

Non-Liability of Commission

The Commission shall not be liable for any pre-contractual expenses incurred by the respondent or selected consultant or consultants. The Commission shall be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

Lobbying

Any party responding to this RFP or a party representing a respondent shall not influence or attempt to influence any member of the selection committee, any member of the Board of Commissioners/Supervisors, or any employee of the Commission or the County of Sonoma, with regard to the acceptance of a response to this RFP. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their response.

Form of Agreement

The selected consultant will be expected to execute the Commission's standard form of professional services agreement, a sample copy of which is attached. The consultant's response must specify, in writing, any objections consultant has to the Commission's standard form of agreement, and contain proposed alternatives to the standard language for consideration by the Commission. Matters not objected to by Consultant in its response will not be subject to later negotiation.

- a) No agreement with the Commission shall have any effect until a contract has been signed by both parties.
- b) A sample of the agreement is included as Attachment A hereto. Respondents must be willing to provide the required insurance and accept the terms of this sample agreement. With few exceptions, the terms of the Commission's standard agreement will not be negotiated. *Indemnification language will not be negotiated.*
- c) Responses shall include a statement that (i) the respondent has reviewed the sample agreement and will agree to the terms contained therein if selected, or (ii) all terms and conditions are acceptable to the respondent except as noted specifically in the response to this RFP. A respondent taking exception to the Commission's sample agreement must also provide alternative language for those provisions considered objectionable to the respondent. Please note that any exceptions or changes requested to the agreement may constitute grounds to reject the response.
- d) Failure to address exceptions to the sample agreement in the response will be construed as acceptance of all terms and conditions contained therein.
- e) Submission of additional contract exceptions after the submission deadline may result in rejection of the consultant's response.

Duration of Proposal; Cancellation of Awards; Time of the Essence

All proposals will remain in effect and shall be legally binding for at least ninety (90) days.

Unless otherwise authorized by Commission, the selected consultant will be required to execute an agreement with the Commission for the services requested within sixty (60) days of the Commission notice of intent to award. If agreement on terms and conditions acceptable to the Commission cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the Commission, the Commission reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

Withdrawal and Submission of Modified Proposal

A proposer may withdraw a proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. Another proposal may be submitted prior to the deadline. A proposal may not be changed after the designated deadline for submission of proposals.

Protest Process

Any directly affected party who is aggrieved in connection with this award may file a protest regarding the action. Such protest must be filed in writing with:

Sonoma County Community Development Commission
Attn: Executive Director
1440 Guerneville Road
Santa Rosa, CA 95403

Protests must be filed within seven (7) calendar days from the date of the notice of intent to award. Failure to timely file a protest shall constitute a waiver of any right to protest. Untimely protests will not be accepted or considered. Any protest shall:

- State in detail each and every ground asserted for the protest, citing to the law, rule, local ordinance, procedure or bid provision on which the protest is based; and
- Identify the remedy sought.

Living Wage

The Consultant shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this professional services agreement. Without limiting the generality of the foregoing, the Consultant expressly acknowledges and agrees that this professional services 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 professional services agreement will be considered a material breach and may result in termination of the professional services agreement or pursuit of other legal or administrative remedies.

The link to the Living Wage Ordinance is: <http://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>

Attachments

Attachment A: Sample Professional Services Agreement

Attachment B: Local Business Declaration for Services

Attachment C: Living Wage Evaluation Preference Form

Attachment D: Living Wage Responsible Bidder Form

Attachment E: Sample Insurance Requirements

**Standard Professional Services Agreement (“PSA”)
Revision G –August 2016**

AGREEMENT FOR CONSULTING SERVICES

This agreement (“Agreement”), dated as of MONTH AND DAY, 2019 (“Effective Date”) is by and between the Sonoma County Community Development Commission, a public body corporate and politic (hereinafter “Commission”), and CONSULTANT NAME (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that it is a duly qualified Consultant; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to employ the services of Consultant for STATEMENT OF SCOPE OF SERVICES.

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 Commission.** Consultant shall cooperate with Commission and Commission 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. Commission has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant’s work by Commission shall not operate as a waiver or release. If Commission determines that any of Consultant’s work is not in accordance with such level of competency and standard of care, Commission, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Commission 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 Commission, 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 Commission.
- 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 Commission to be key personnel whose services were a material inducement to Commission to enter into this Agreement, and without whose services Commission 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 Commission. With respect to performance under this Agreement, Consultant shall employ the following key personnel: INSERT KEY PERSONNEL.
- 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, Consultant shall be paid in accordance with Exhibit B, attached hereto and incorporated herein by this reference, regardless of the number of hours or length of time necessary for Consultant to complete the services. 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 Commission. 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 Commission business after presentation of an invoice in a form approved by the Commission for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the Commission.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the Commission 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, Commission 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 Commission 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 Commission of any changes in the facts. Forms should be sent to the Commission pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide Commission with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from MONTH AND DAY, 2019 to MONDAY AND DAY, YEAR 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, Commission 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, Commission 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 Commission 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 Commission 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 Commission, 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 Commission terminates the Agreement for cause pursuant to Section 4.2, Commission shall deduct from such amount the amount of damage, if any, sustained by Commission by virtue of the breach of the Agreement by Consultant.

4.5. Authority to Terminate. The Executive Director, in consultation with Counsel, shall have the authority to terminate this Agreement on behalf of the Commission.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including Commission, and to indemnify, hold harmless, and release Commission and the County of Sonoma, 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 Commission 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 Commission's part, but to the extent required by law, excluding liability due to Commission's conduct. Commission 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 increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Commission Executive Director in a form approved by County Counsel. The Commission must authorize all other extra or changed work. 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 Commission.

9. Representations of Consultant.

9.1. Standard of Care. Commission 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 Commission 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 Commission and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Commission provides its employees. In the event Commission 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 Commission.

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 Commission 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 Commission is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish Commission 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 Commission 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 Commission, 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 Commission disclosing Consultant's or such other person's financial interests.

9.7. Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply, and to ensure compliance by its subconsultants or subcontractors, 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, religious creed, belief or grooming, sex (including sexual orientation, gender identity, gender expression, transgender, pregnancy, childbirth, medical conditions related to pregnancy, childbirth or breast feeding), marital status, age, medical condition, physical or mental disability, genetic information, military or veteran status, or any other legally protected category or prohibited basis, including without limitation, the Commission's Non-Discrimination Policy and Executive Order 11246, Equal Employment Opportunity. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9. Title VI Discrimination. Consultant assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 and 24 CFR Part 1, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services in this Agreement. Such discrimination includes, but it not limited to, a failure to provide sufficient language services to participants with Limited English Proficiency.

9.10. Section 504 Discrimination. Consultant shall comply with Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8, which provides in part that no

otherwise qualified individual shall be denied the opportunity to participate in a program or activity because of their disability, may not be required to accept a different kind or lesser program or service than what is provided to others without disabilities, may not be denied access to locations where services are offered because of physical impairments, and may not be required to participate in separate programs and services from those available to persons without disabilities. Generally, an otherwise qualified individual with a disability shall not, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services in this Agreement.

9.11. 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.

9.12. Assignment of Rights. Consultant assigns to Commission 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 Commission 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 Commission may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of Commission. 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 Commission.

9.13. 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 Commission. Commission 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 Commission all such documents, which have not already been provided to Commission in such form or format, as Commission deems appropriate. Such documents shall be and will remain the property of Commission 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 Commission.

9.14. 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

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.

TO COMMISSION: Sonoma County Community Development Commission
ATTN:
1440 Guerneville Road
Santa Rosa, CA 95403
Email:

TO CONSULTANT: ATTN: _____
 Address _____
 Address 2 _____
 Email: _____

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.

Standard Professional Services Agreement – Revision G, August 2016

13.1. No Waiver of Breach. The waiver by Commission 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 Commission 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 Commission 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 the 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. Each Party acknowledges that, in entering into this Agreement, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this Agreement. 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.

14. 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 significantly change the scope of work or significantly lengthen time schedules, and amendments to the Agreement which do not increase the amount of payment under the Agreement (taking into account all prior amendments) more than \$0000 from the original Agreement amount, may be executed by the Executive Director in a form approved by County Counsel.

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

CONSULTANT

Dated: _____

By: _____

Name:

Title:

SONOMA COUNTY COMMUNITY DEVELOPMENT
COMMISSION

Dated: _____

By: _____

Margaret S. Van Vliet, Executive Director

APPROVED AS TO FORM

Dated: _____

By: _____

Alegría De La Cruz, Chief Deputy County Counsel

Exhibit A: Scope of Services

Scope of Services

Project Milestones

SAMPLE ONLY

Attachment B

DECLARATION OF LOCAL BUSINESS FOR SERVICES

Sonoma County gives local businesses a preference in formal solicitations of services as set forth in the County of Sonoma [Local Preference Policy for Services](#).

In order to qualify for this preference, a business must meet *all* of the following criteria:

1. For businesses with a location in a city within Sonoma County, a valid business license if required by the city; and
2. A valid physical address located within Sonoma County from which the supplier or consultant operates or performs business on a day-to-day basis.

By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct and that the business meets the definition of a local business as set forth in the County of Sonoma Local Preference Policy for Services.

All information submitted is subject to investigation as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following will result in the bid not being considered for application of the County's local preference policy. False or dishonest responses will cause the rejection of the bid and curtail the declarant's ability to conduct business with the County in the future. It may also result in legal action.

1. Legal name of business: _____
2. Physical address of the principal place of business: _____

3. Business license issued by incorporated city within the County:

License Number _____

Issued by: _____

Authorized Signature: _____ Date: _____

Printed Name & Title: _____

Attachment C

LIVING WAGE EVALUATION PREFERENCE FORM

For-profit service contractors

A five percent weighting preference shall be provided to any service contractor who certifies that at least fifty percent of the workforce that will be used to perform the service contract will be Sonoma County residents. Said weighting preference shall be applied in accordance with the procedures set forth in the County's Local Preference Policy for Services.

Non-profit service contractors

A five percent weighting preference shall be provided to any nonprofit service contractor who voluntarily complies with the County's Living Wage Ordinance on the same schedule applicable to for-profit service contractors. To receive this selection preference, the nonprofit service contractor must submit documentation satisfactory to the purchasing officer certifying that the wages paid by the nonprofit service contractor comply with the requirements of the Ordinance. A weighting preference granted pursuant to this procedure shall be applied in accordance with the procedures set forth in the County's Local Preference Policy for Services.

Link to Living Wage Ordinance The undersigned complies with the statements above.

YES

☐

NO

☐

The undersigned acknowledges that they will be required to complete an additional, detailed self-certification form if awarded a contract as a result of this solicitation. By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct.

Authorized Signature _____ Date _____

Printed Name & Title _____

Organization Name _____

☐ For Profit Organization

Attachment D

LIVING WAGE RESPONSIBLE BIDDER FORM

Within the last five years, have you had any violations that were sustained with the National Labor Relations Board, Occupational Safety and Health Agency, California Labor Commission, Equal Employment Opportunity Commission, Environmental Protection Agency, and/or the Department of Fair Employment and Housing?

☐ Yes

☐ No

If "Yes", attach a statement describing the findings of violations and how they were addressed.

The undersigned acknowledges that they will be required to complete an additional, detailed self-certification form if awarded a contract as a result of this solicitation. By completing and signing this form, the undersigned states that, under penalty of perjury, the statements provided herein are true and correct.

Authorized Signature _____

Date _____

Printed Name & Title _____

Organization Name _____

Link to Living Wage Ordinance: <https://sonomacounty.ca.gov/CAO/Living-Wage/Summary/>

Attachment E

Contractor shall maintain and require all of its subcontractors and other agents to maintain the insurance listed below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. Contractor shall not commence Work, nor allow its employees, subcontractors or anyone to commence Work until the required insurance has been submitted and approved by County and a Notice to Proceed has been issued. Any requirement for insurance to be maintained after completion of the Work shall survive the 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 Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

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

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: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each Project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. Insurance shall be continued for one (1) year after completion of the Work.
- e. insert exact name of additional insured shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. Additional insured status shall continue for one (1) year after completion of the Work under this Agreement.

- f. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- g. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- h. The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against County.
- i. The policy shall cover inter-insured suits between the additional insureds and Contractor and include a “separation of insureds” or “severability” clause which treats each insured separately.
- j. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status;
 - ii. Copy of the endorsement or policy language indicating that coverage is primary and non-contributory; and
 - iii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$2,000,000 combined single limit per accident.
- b. The required limit may be provided by a combination of Automobile Liability Insurance and Commercial Excess or Commercial Umbrella Liability Insurance.
- c. Insurance shall cover all owned, hired and non-owned autos.
- d. The policy shall include an MCS-90 endorsement if required by the Motor Carrier Act of 1980.
- e. The policy shall include a Pollution Liability endorsement (ISO form CA 99 48 or equivalent).
- f. The County of Sonoma, its officers, agents and employees shall be defined as insureds under the policy or shall be endorsed as additional insureds.
- g. Required Evidence of Insurance:
 - i. Copy of the endorsement or policy language indicating that County is an insured;
 - ii. Copy of the MCS-90 endorsement if required;
 - iii. Copy of pollution liability endorsement; and
 - iv. Certificate of Insurance.

4. Contractors Pollution Liability Insurance

- a. Minimum Limits: \$2,000,000 per pollution incident; \$4,000,000 annual aggregate. If Contractor maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by Contractor.
- b. The insurance shall cover:
 - i. bodily injury, sickness, disease, sustained by any person, including death;
 - ii. property damage, including physical injury to or destruction of tangible property including the resulting loss of use thereof;
 - iii. cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed including diminution of value and natural resources damages;
 - iv. defense costs, including costs, charges, and expenses incurred in the investigation,

- adjustment, or defense of claims; and
- v. liability assumed by Contractor under a written contract or agreement.
- 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. Contractor is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving the County.
- d. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- e. Insurance shall be continued for one (1) year after completion of the Work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- f. [insert exact name of additional insured] shall be endorsed as additional insureds for liability arising out of ongoing and completed operations by or on behalf of the Contractor in the performance of this Agreement. Additional insured status shall continue for one (1) year after completion of the Work.
- g. The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- h. The policy shall cover inter-insured suits between the Contractor and the additional insureds and include a "separation of insureds" or "severability" clause which treats each insured separately.
- i. Required Evidence of Insurance:
- i. Additional insured endorsement or policy language granting additional insured status;
- ii. Copy of the endorsement or policy language indicating that Insurance is primary and non-contributory; and
- iii. Certificate of Insurance including an indication of the coverage basis: occurrence or claims-made. If claims-made, the Certificate shall show the policy retroactive date.

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: [insert contract number or project name].
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. Contractor agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: [insert exact name and address].
- 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. Contractor shall provide immediate written notice if: (1) any of the required insurance

policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.

- f. Upon written request, Contractor shall provide certified copies of required insurance policies within thirty (30) days.

7. Policy Obligations

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

8. Material Breach

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