

# Board Contract Summary

BC \_\_\_\_\_

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year .....	2016-17 and 2017-18
D2.	Department Name .....	PW Flood Control
D3.	Contact Person .....	Jon Frye
D4.	Telephone .....	X3444

K1.	Contract Type (check one):	Personal Service	Capital
K2.	Brief Summary of Contract Description/Purpose .....	Master Services Agreement for routine and emergency engineering services	
K3.	Department Project Number .....	various	
K4.	Original Contract Amount .....	\$300,000	
K5.	Contract Begin Date .....	May 16, 2017	
K6.	Original Contract End Date .....	December 31, 2019	
K7.	Amendment? (Yes or No) .....	N/A	
K8.	- New Contract End Date .....	N/A	
K9.	- Total Number of Amendments .....	N/A	
K10.	- This Amendment Amount .....	\$	
K11.	- Total Previous Amendment Amounts .....	\$	
K12.	- Revised Total Contract Amount .....	\$	

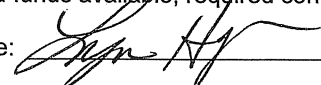
B1.	Intended Board Agenda Date .....	May 16, 2017
B2.	Number of Workers Displaced (if any) .....	N/A
B3.	Number of Competitive Bids (if any) .....	N/A
B4.	Lowest Bid Amount (if bid) .....	N/A
B5.	If Board waived bids, show Agenda Date .....	N/A
	and Agenda Item Number .....	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph) .....	Added paragraphs 33 and C and F in Exhibit B

F1.	Fund Number .....	various
F2.	Department Number .....	054
F3.	Line Item Account Number .....	8400
F4.	Project Number (if applicable) .....	various
F5.	Program Number (if applicable) .....	3005
F6.	Org Unit Number (if applicable) .....	
F7.	Payment Terms .....	Net 30

V1.	Auditor-Controller Vendor Number .....	295499
V2.	Payee/Contractor Name .....	Fugro USA Land
V3.	Mailing Address .....	P.O. Box 301083
V4.	City State (two-letter) Zip (include +4 if known) .....	Dallas, TX 95303-1083
V5.	Telephone Number .....	(805) 650-7000
V6.	Vendor Contact Person .....	Gregory Denlinger
V7.	Workers Comp Insurance Expiration Date .....	7-1-17
V8.	Liability Insurance Expiration Date .....	7-1-17
V9.	Professional License Number .....	
V10.	Verified by (print name of county staff) .....	clopez

V11 Company Type (Check one):      Individual      Sole Proprietorship      Partnership      Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 4/21/17      Authorized Signature: 

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the **Santa Barbara County Flood Control & Water Conservation District**, a political subdivision of the State of California (hereafter COUNTY) and **Fugro USA Land**, with an address at 4820 McGrath Street, STE 100, Ventura, CA 93003 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

**WHEREAS**, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

### **1. DESIGNATED REPRESENTATIVE**

Jonathan Frye at phone number (805) 568-3440 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Gregory Denlinger at phone number (805) 650-7000 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **2. NOTICES**

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:	Mr. Thomas D. Fayram, Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101
To CONTRACTOR:	Mr. Gregory Denlinger, Fugro USA Land, 4820 McGrath Street, STE 100, Ventura, CA 93003

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

CONTRACTOR shall commence performance on **May 16, 2017** and end performance upon completion, but no later than **December 31, 2019** unless otherwise directed by COUNTY or unless earlier terminated.

### **5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to (Co of SB Std Terms Ver 1-01-2014)

the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### **6. INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

#### **7. STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

#### **8. DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### **9. TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### **10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed

by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

#### **13. COUNTY PROPERTY AND INFORMATION**

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the

California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

#### **17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

#### **18. NON-ASSIGNMENT**

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

#### **19. TERMINATION**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice

period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

## 21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

## 22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

## 23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

**25. ENTIRE AGREEMENT AND AMENDMENT**

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

**26. SUCCESSORS AND ASSIGNS**

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity (ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

**31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**32. PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

**33. REGISTRATION**

COUNTY hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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Agreement for Services of Independent Contractor between the Santa Barbara County Flood Control & Water Conservation District and Fugro USA Land.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by COUNTY.

ATTEST:

Mona Miyasato  
County Executive Officer  
Ex Officio Clerk of the Board of  
Directors of the Santa Barbara  
County Flood Control & Water  
Conservation District

SANTA BARBARA COUNTY FLOOD  
CONTROL & WATER CONSERVATION  
DISTRICT

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Joan Hartmann, Chair, Board of  
Director

Date: \_\_\_\_\_

RECOMMENDED FOR APPROVAL:

Santa Barbara County Flood Control  
& Water Conservation District

CONTRACTOR: USA Land  
FUGRO CONSULTANTS, INC.

By: [Signature]  
Scott D. McGolpin  
Public Works Director

By: [Signature]  
Authorized Representative

Name: WILLIAM RAY WOOD  
Title: EXECUTIVE VICE PRESIDENT

APPROVED AS TO FORM:

Michael C. Ghizzoni  
County Counsel

APPROVED AS TO ACCOUNTING FORM:  
Theodore A. Fallati, CPA  
Auditor-Controller

By: [Signature]  
Deputy County Counsel

By: [Signature]  
Deputy

APPROVED AS TO FORM:

Ray Aromatorio ARM, AIC  
Risk Manager

By: [Signature]  
Risk Management

## EXHIBIT A

### STATEMENT OF WORK

CONTRACTOR agrees to provide COUNTY engineering services as listed below and CONTRACTOR agrees that work will only commence at the issuance of a written Notice to Proceed by the Public Works Director or Director's designee.

On issuance of a Notice to Proceed, if applicable, CONTRACTOR shall:

#### GENERALIZED APPROACHES TO ON-CALL SERVICES

##### CONSTRUCTION MATERIALS TESTING (COMET) SERVICES

Fugro provides construction observation, special inspections, construction material testing and material source inspection services for infrastructure construction projects and emergency repair work. We will work closely with the County's staff and/or construction management team to provide oversight and testing to document conformance with the project plans and specifications and protect the interests of the County. Testing is commonly performed under County of Santa Barbara Construction Standards and Details, Greenbook, Caltrans Specifications, and as outlined in the County of Santa Barbara's Quality Assurance Plan (QAP). We are familiar with the requirements of those standards and guidelines.

On the basis of our experience providing construction inspections and testing services, we anticipate that our services for this on-call contract could consist of the following:

- Meeting attendance, review of submittals for construction materials (selected soil materials, concrete, etc.), providing input to RFI's, and project scheduling and management of Fugro field staff.
- Provide periodic materials testing services for soils, concrete, asphalt and masonry construction as directed by the County or their representative. Field personnel will be ICC, ACI, and/or Caltrans-certified for the respective tests to be performed.
- Provide source inspection, sampling and testing of aggregates, and selected construction materials. Field personnel for source inspection will be either ICC, Caltrans, or Plant Quality Personnel certified inspectors.
- Perform laboratory testing on construction materials to support grading inspections and for quality and conformance with project plans and specifications.
- Provide daily reports of construction observation, testing and special inspection. Also provide test results and memoranda for quality, and acceptance testing, as required by the project plans and specifications or as directed by County staff.

##### GEOTECHNICAL ENGINEERING SERVICES

Fugro has extensive experience providing geotechnical engineering design for flood control and water-related infrastructure. We approach each project uniquely and develop site characterization, analyses and reporting tasks based on the project's needs, owner input, type of project, our experience on similar projects, site constraints, and geologic conditions and hazards. Our services could involve providing preliminary or design-level geotechnical engineering, geologic services and input. Preliminary geotechnical and geologic studies are generally prepared from existing information and data; reconnaissance efforts and reports typically provide preliminary recommendations and considerations to guide project planning, siting, initial/conceptual design and cost estimating. Design-level geotechnical

engineering and geologic studies are performed to provide more detailed site characterization information, analyses and recommendations/input for use in preparing design plans, specifications and engineering cost estimates.

We anticipate that Fugro's geotechnical engineering services for design-level work would consist of the following work tasks:

- Provide project planning, coordination (including meeting attendance), site reconnaissance and data review;
- Perform geologic mapping (as needed), evaluate and characterize the geotechnical conditions at the project site using various exploration methods and techniques, with the most common method generally involving hollow-stem auger drilling, sampling and CPT soundings;
- Perform geotechnical laboratory testing on soil and rock samples recovered from the exploration program;
- Evaluate the general ground conditions, develop idealized soil profiles, determine engineering parameters and properties of the earth materials, conduct engineering analyses and geohazards evaluation;
- Prepare a geotechnical report with recommendations for site development, foundations, walls, channels, pipelines, basins, slopes, excavations and other geotechnical-related project elements; and
- Provide follow-up plan review, project consultation and support during construction as needed.

#### **GEOTECHNICAL REVIEW SERVICES**

Fugro's approach to geotechnical engineering review services is based upon decades of review experience and an appreciation for the requirements for efficiency and productivity. Fugro's staff is very familiar with the review practices of many local cities. Additionally, Fugro has worked with the Cities of Ventura and Camarillo to develop geotechnical guidelines for the respective Cities. Geotechnical services provided by our highly-qualified professionals include:

- Review and evaluate geotechnical reports prepared by developer's consultants for land development projects for conformance with applicable codes, guidelines, general standards of practice and County regulations. Provide detailed review comments/suggestions to bring the report into compliance with those regulations, guidelines and acceptable geotechnical engineering practices as needed;
- Review grading plan reports and verify compliance with Conditions of Approval, verify compliance with the project geotechnical recommendations and that the plans are in compliance with applicable County and other governmental requirements;
- Review change orders for changes made during grading operation and render comments on acceptability;
- Meet with County staff as requested to provide input and feedback regarding consultant comments, questions and/or required corrections;
- Review "As-Built" geotechnical and geological reports for adequacy and completeness;
- Provide field observation during grading or construction operation if requested by the County and provide recommendations;
- Review technical section of various EIR and Specific Plans for adequacy as requested by the County;

- Field observation of field testing procedures at the County's request;
- Field observation during grading operation if requested by the County and provide recommendations, as appropriate;
- Recommendations for preparing and revising guidelines for the preparation of geotechnical reports in accordance with changing codes and practices;
- 24-hour service in emergency situations;
- Evaluate geotechnical hazards on public and private property; and
- Maintain logs of documents received, returned and completed.

Our key objectives in providing these services will be to maintain quality of review, cost control and timely response. Meeting these objectives will be the direct result of Fugro's management approach, which assures knowledgeable and objective analysis in the review process, together with communication/coordination with applicants and the County staff.

### **ESTIMATED FEES**

We will prepare specific proposals and fee estimates for task order services as requested. We expect that fees for our task order services will be generated on a time and expenses basis in accordance with our current fee schedule in effect at the time of task order authorization. We will not exceed the estimated fee without written authorization from the County.

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## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 300,000.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Notices to Proceed will be issued to CONTRACTOR for specific projects as needed throughout the contract period. The individual Notices to Proceed will be based upon an agreed upon scope of work and cost for individual projects.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Water Agency, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.



**SOUTHERN CALIFORNIA PROJECTS  
PROFESSIONAL AND TECHNICAL FEES**

**1.0 Analysis, Consultation, and Report Preparation.** Fees for Fugro professional services, including project administration, are based on the time of professional, technical, and other support personnel directly applied to the project. Personnel participating in judicial proceedings, whether it be expert or witness testimony, delivery of depositions, consultation to legal counsel, or preparation for such, will be billed at \$400 per hour. Rates for overtime (other than as described below), weekend work, and emergency response will be quoted on request.

<u>PROFESSIONAL STAFF</u>	<u>HOURLY RATE</u>
Staff Professional.....	\$ 125
Senior Staff Professional .....	\$ 135
Project Professional .....	\$ 145
Senior Project Professional.....	\$ 155
Senior Professional.....	\$ 170
Associate.....	\$ 185
Principal .....	\$ 215
Senior Principal.....	\$ 240

<u>TECHNICAL AND OFFICE STAFF</u>	
Field Technician/Inspector - Non-Prevailing Wage, Straight Time.....	\$ 95
Field Technician/Inspector - Prevailing Wage, Straight Time .....	\$ 105
Construction Inspector.....	\$ 110
Construction Services Manager.....	\$ 150
Engineering Assistant .....	\$ 110
Office Assistant .....	\$ 70
Word Processor/Clerical .....	\$ 75
Laboratory Technician .....	\$ 75
Technical Assistant/Illustrator .....	\$ 80
Illustrator II .....	\$ 85
CADD Operator.....	\$ 95
GIS Technician .....	\$ 95
HSE Manager.....	\$ 160

- Overtime Rates for Technical and Office Staff:*
- a. Saturday or over 8 hours/day during weekdays ..... 1.5 x straight time
  - b. Saturdays over 8 hours or Sundays/holidays ..... 2.0 x straight time
  - c. Swing or graveyard shift premium ..... 1.3 x straight time

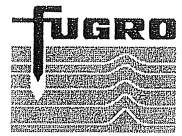
<u>HARDWARE/SOFTWARE INTERPRETIVE PROGRAMS</u>	
SMT/Fledermaus.....	\$ 25/hr
GIS/ACAD .....	\$ 25/hr
Finite Element/Finite Difference Packages .....	\$ 25/hr

<u>OTHER DIRECT CHARGES</u>	
Field vehicle with sampling & logging equipment .....	\$ 200/day
Basic staff vehicle .....	\$ 100/day

Fee Schedule is subject to periodic revision, typically at the first of the year.

**LABORATORY AND SPECIALTY TESTING AND EQUIPMENT** ..... See Separate Schedules

- 2.0 Reimbursable Expenses.** Expenses, other than salary costs, that are directly attributable to the performance of our professional services are billed either under separate fee schedules or as follows:
- 2.1 Transportation in personal vehicles at Internal Revenue Service rates.
  - 2.2 Authorized travel expenses at cost plus 10 percent.



- 2.3 Direct project expenses, other than travel, including, but not limited to, sample shipment, subcontractors, and outside reproduction, cost plus 10 percent.
- 2.4 Time of external personnel retained for the project is charged at an assigned billing rate comparable to others in our company of corresponding expertise and experience.
- 3.0 **Other Services.** Projects may require other services, such as: field exploration, field or laboratory testing, or specialized computer services, which are not covered by this schedule. Fee schedules for other services can be provided upon request.
- 4.0 The above hourly rates apply for California, U.S.A. based projects.

**SOUTHERN CALIFORNIA PROJECTS  
LABORATORY AND MATERIALS TESTING**

**CLASSIFICATION TESTS**

Moisture Content (ASTM D2216) .....	\$ 25
Moisture and Density (ASTM D2937).....	\$ 40
- add for shelly tube with above tests .....	\$ 25
Reaction with HCl (ASTM D2488).....	\$ 10
Irregular Shape Density (USACE).....	\$ 55
Plastic and Liquid Limits, wet prep, 3 point LL (ASTM D4318) .....	\$ 170
Specific Gravity (ASTM D854).....	\$ 120
Organic Content (ASTM D2974) .....	\$ 100
Sand Equivalent (ASTM D2419) .....	\$ 95
Sieve Analysis, up to 8 sieves (ASTM D422) .....	\$ 120
- add for each additional sieve in stack.....	10
- add for coarse fraction (>#4 sieve) .....	\$ 60
Percent Passing #200 Sieve (ASTM D1140).....	\$ 80
Hydrometer and Sieve (ASTM D422).....	\$ 165
Processing Clay Shales (USACE).....	\$ 75

Tests listed above include classification (ASTM D2488 or D2487)

**VOLUME CHANGE TESTS**

Incremental Consolidation (ASTM D2435)	
- up to 8 load increments.....	\$ 300
- additional load increment .....	\$ 30
Constant Rate of Strain Consolidation	
- to 16 ksf max (ASTM D4186).....	\$ 425
- with intermediate rebound and reload .....	\$ 500
Expansion Index (ASTM D4829/UBC 29-1).....	\$ 235
Swell and Collapse Tests	
- wet after load, 4 point (ASTM D4546-A).....	\$ 600
- wet after load, 1 point (ASTM D4546-B).....	\$ 160
- load after wet, 1 point (ASTM D4546-C).....	\$ 200

**STATIC STRENGTH TESTS**

Hand Penetrometer.....	\$ 15
Torvane.....	\$ 25
Miniature Vane (ASTM D4648) .....	\$ 50
Miniature Vane with Residual .....	\$ 55
Unconfined Compression	
- Soil (ASTM D2166) .....	\$ 110
- Rock, excludes strain (ASTM D7012-C).....	\$ 140
- Rock, with axial strain (ASTM D7012-D).....	\$ 210
- add for radial strain.....	\$ 125
Triaxial Compression	

- Unconsolidated Undrained (ASTM D2850) .....	\$ 145
- add for back pressure saturation .....	\$ 90
- *Consolidated Undrained with pore pressure measurements, per point (ASTM D4767) .....	\$ 440
- *Consolidated Drained, per point (USACE).....	\$ 650
Direct Shear, 3 points, (ASTM D3080).....	\$ 435
- add for residual strength, per point.....	\$ 50
Point Load Index (ASTM D5731).....	\$ 60
*Multiply single point rate by 2 for up to 3 stages of consolidated, drained or undrained staged triaxial tests	

**HYDRAULIC CONDUCTIVITY TESTS**

Constant Head, 2-3" Dia. (ASTM D2434).....	\$ 290
Constant Head, 6" Dia. Includes remolding (ASTM D2434).....	\$ 375
Flexible Wall (ASTM D5084) .....	\$ 290
- add for additional effective stress .....	\$ 100

**CLAY PROPERTIES & CHEMISTRY TESTS**

Double Hydrometer (ASTM D4221) .....	\$ 290
Pinhole Dispersion (ASTM D4647) .....	\$ 270
Crumb Test (ASTM 6572).....	\$ 45
X-Ray Diffraction.....	\$ 300
Soil Chemistry For Corrosion	
(pH, chloride, sulfate, resistivity) .....	\$ 250
pH (soil or water) .....	\$ 30

**EARTHWORK TESTS**

Standard Proctor, 4 points (ASTM D698)	
- 4-inch mold.....	\$ 210
- 6-inch mold.....	\$ 245
Modified Proctor, 4 points (ASTM D1557)	
- 4-inch mold.....	\$ 240
- 6-inch mold.....	\$ 275
California Impact Compaction (Cal 216) .....	\$ 250
Moisture - Density Check Point	
- 4-inch mold.....	\$ 80
- 6-inch mold.....	\$ 105
- add for rock correction for above .....	\$ 90
Cement/ Lime Treatment	
- Moisture/Density Relation (ASTM D558) .....	\$ 280
- Wet & Dry Cycles, 2 spec., (ASTM D559).....	\$ 510
- Strength, w/ molding, (ASTM D1633) .....	\$ 95
- Est. pH for Stabilization, (ASTM D6276).....	\$ 210



**FUGRO USA LAND, INC.  
2017 FEE SCHEDULE**

Index Density and Unit Weight (ASTM D4253)	
Maximum .....	\$ 315
Minimum .....	\$ 135
R-Value (ASTM D2844/Cal 301) .....	\$ 310
Treated Soil .....	\$ 325
Aggregate Base.....	\$ 335
Base with Admixture.....	\$ 350
CBR, per point (ASTM D1883).....	\$ 340
Proctor Compaction with above CBR.....	\$ 210
Surcharge for Admixture.....	\$ 50
Sample Preparation for Soil with PI>20.....	\$ 55

**AGGREGATE TESTS**

Sieve Analysis (ASTM C136/Cal202)	
- Coarse Aggregate .....	\$ 70
- add for samples > 5000g .....	\$ 30
- Fine Aggregate .....	\$ 120
Sand Equivalent (ASTM D2419/Cal 217).....	\$ 95
Cleanness Value (ASTM C142/Cal 227).....	\$ 150
Durability Index (ASTM C3744/Cal 229)	
- Coarse Fraction.....	\$ 140
- Fine Fraction .....	\$ 140
Specific Gravity & Absorption	
- Coarse Aggregate (ASTM C127/Cal206) .....	\$ 80
- Fine Aggregate (ASTM C128/Cal 207) .....	\$ 125
% Crushed Particles, per fraction	
(ASTM D5821/Cal 205) .....	\$ 100
Flat & Elongated Particles (ASTM D4791).....	\$ 180
Uncompacted Void Content of Fine Aggregate (AASHTO T304).....	\$ 200
Moisture Content (ASTM C566) .....	\$ 60
Sulfate Soundness, per fraction	
(ASTM C88/Cal 214) .....	\$ 125
L.A. Abrasion 500 rev. (ASTM C131/Cal 211) .....	\$ 215
Percent Passing #200 Sieve (ASTM C117) .....	\$ 85
Unit Weight and Voids (ASTM C29/Cal 212) .....	\$ 95
Organic Impurities (ASTM C40) .....	\$ 50

**ASPHALT CONCRETE TESTS**

Stabilometer Value (ASTM D1560/Cal 366) .....	\$ 160
Lab Compacted Unit Weight	
- each briquette (Cal 304/Cal 308).....	\$ 110
- surcharge for rubberized AC.....	\$ 20
Unit Weight of AC Cores (Cal 308).....	\$ 65
Theoretical Max. S.G. (Cal 309) .....	\$ 150
Extraction and Sieve (ASTM D2172/D5444).....	\$ 315
Asphalt Content by Ignition (Cal 382).....	\$ 150
Calibration Curve for Ignition Test .....	\$ 300
Slurry Wet Track Abrasion (ASTM D3910) .....	\$ 70

**CONCRETE, MASONRY, AND STEEL TESTS**

Concrete Compression	
- Each 6x12 or 4x8 Cylinder (ASTM C39) .....	\$ 30
- Add for Elastic Modulus (ASTM C469).....	\$ 185
- Hold or Additional Test.....	\$ 30
- Light Weight Concrete (CTM 548) .....	\$ 40
Cylinder Molds with Lids .....	\$ 8
Compression of Core (ASTM C42) .....	\$ 90
Shrinkage of Mortar and Concrete 3 Bars	

(ASTM C157).....	\$ 440
Unit Weight of Concrete Cylinders	
- Air-Dried .....	\$ 30
- Oven-Dried .....	\$ 40
Shotcrete Panel, Lab Coring & Compression	
- 3 cores (ASTM C42) .....	\$ 375
Grout and Mortar Compression (ASTM C39)	
- Grout.....	\$ 45
- Mortar .....	\$ 35
Composite Prism Compression (ASTM E447)	
- 8x8 .....	Quote
- 8x12 .....	Quote
- 8x16 .....	Quote
CMU Block Compression (ASTM C140) .....	Quote
CMU Absorption & Moisture (ASTM C140).....	\$ 95
Concrete Moisture Emission Test Kit, each .....	\$ 60
Rebar - Tensile and Bend (ASTM A-370) .....	Quote

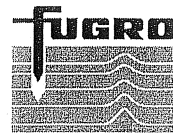
**MISCELLANEOUS LABORATORY TESTS AND CHARGES**

Sample Remold Surcharge .....	\$ 50
Special Processing.....	Hourly Rates
Extrude Tube Sample and Visually Classify.....	\$ 70
Sample Tube Cutting, each cut .....	\$ 25
Sample Preparation - Non-Routine .....	\$ 100
Steel Drum - 55 Gallon with Lid .....	\$ 80
Gas Powered Generator.....	\$ 80
Shelby Tube with Caps.....	\$ 45
Addition of Soil Admixtures and Curing .....	\$ 95
Capping of Strength Test.....	\$ 40
Weight of Roofing Materials (ASTM D2829) .....	\$ 50
Density of Sprayed Fireproofing Materials .....	\$ 60
Static Friction Test	
- Per Surface Location (ASTM C1028) .....	\$ 375
Coring Equip/Bit Charge, per half day .....	\$ 85
Bit Charge - Difficult Materials, per half day .....	\$ 100
Specimen End Prep	
- Less than 4" Diameter, per cut.....	\$ 12
- 4" to 8" Diameter, per cut .....	\$ 18
Special Capping of Specimen .....	\$ 40
Patch or Grout Core Hole .....	\$ 35
Photograph of Sample .....	\$ 40
Additional Copies of Photographs .....	Cost + 15%
Local Site Pick up of Bulk or AC Sample	
- within 30-mile radius, per sample .....	\$ 60

**NOTES:**

- 1) Fugro Consultants, Inc.'s laboratories are accredited or validated by AASHTO (R-18), Caltrans, USACE, DSA/(LEA).
- 2) The following are included at NO CHARGE:
  - a) Visual classification, natural water content and density with all triaxial, direct shear, volume change, and hydraulic conductivity tests.
  - b) Sample photographs for triaxial, hydraulic conductivity, and PLI tests.
- 3) Rates for other tests and test variations, including mix designs, can be furnished on request.





**FUGRO USA LAND, INC.  
2017 FEE SCHEDULE**

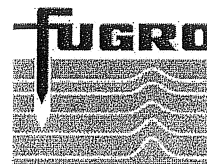
- 4) Rush assignments are subject to a 25% surcharge. Weekend or Holiday test assignments are subject to a 50% surcharge.
- 5) Testing for contaminated samples (EPA Level C & D) will be invoiced at 1.5 times listed rates.
- 6) Shipping or other outside costs at cost +15%.
- 7) Reusable thin-walled tube shipping boxes (ASTM D4220) can be provided at no cost (except for shipping charges) for samples shipped to Fugro's laboratory for testing.
- 8) Please contact the laboratory prior to shipping international soils to make proper arrangements and obtain our foreign soil permit.
- 9) A surcharge of \$1 per linear foot of test boring depth will be added to cover the cost of standard engineering field supplies including sample tubes and caps, stakes, etc.

**FIELD INSTRUMENTATION/EQUIPMENT**

Mini RAE (PID/LEL/CO <sub>2</sub> ) Detector .....	\$ 150/day
Dynamic or Stainless Steel Penetrometer .....	\$ 50/day
Brass or Stainless Steel Sample Sleeves .....	\$ 8/each
Use of 10 Modified Cal. Sleeves .....	\$ 30/box
Keyed-Alike Locks .....	\$ 25/each
55-gallon Drum .....	\$ 80/each
Field Filter .....	\$ 25/unit
Stainless Steel Hand-Auger Sampler .....	\$ 50/day
Teflon Tape - 4" roll .....	\$ 75/roll
Liquinox .....	\$ 23/bottle
Tyvek .....	\$ 15/each
Nitrile Gloves .....	\$ 20/box
Respirator Cartridges .....	\$ 10/set
Inclinometer Probe and Readout Device .....	\$ 185/day

Rotary Hammer .....	\$ 40/day
CPN Corp. Hydroprobe .....	\$ 75/day
Double-Ring Infiltrometer .....	\$ 75/day
Downhole Soil Samplers .....	\$ 75/day
(2½-inch California liner, SPT)	
Kernlevel .....	\$ 20/day
24-Channel Seismograph .....	\$ 1500/wk
InstanTel Mini Mate Pro4 Vibration Monitor .....	\$ 150/day
InstanTel Mini Mate Pro 6 Vibration Monitor .....	\$ 200/day
Larsen/Davis LXT Sound Monitor .....	\$ 120/day
Nuclear Gauge .....	\$ 50/day
Manometer .....	\$ 55/day
Asphalt/Concrete Patch .....	Cost +15%
Baroid Drilling Fluid Test Kit .....	\$ 30/day
Conductivity Probe (in situ) .....	\$ 55/day
Fisher TW-6 Metal Detector .....	\$ 50/day
Gas Powered 120v Generator .....	\$ 80/day
Peristaltic Pump .....	\$ 50/day
Positive Displacement Pump .....	\$ 25/day
Temperature-pH-Conductivity Meter .....	\$ 25/day
Pressure Transducer .....	\$ 75/day
Water Level Indicator .....	\$ 20/day
Water Sampling Pump .....	\$ 200/day
(Bladder Pump or Electric Submersible)	
Well Bailer - Standard .....	\$ 25/day
Well Bailer - Disposable .....	\$ 15/each
2-inch Diameter Water Meter .....	\$ 20/day
4-inch Diameter Water Meter .....	\$ 40/day
Well Cap 2" .....	\$ 22/each
Digital Camera .....	\$ 25/day
Field Computer .....	\$ 30/day
Subcontracted Specialty Equipment .....	Cost + 15%

FUGRO CONSULTANTS, INC.  
2017 FEE SCHEDULE  
LABORATORY AND MATERIALS TESTING



**FIELD INSTRUMENTATION/EQUIPMENT**

Mini RAE (PID/LEL/CO <sub>s</sub> ) Detector .....	\$ 150/day	Instantel Mini Mate Pro 6 Vibration Monitor	\$ 200/day
Dynamic or Stainless Steel Penetrometer..	\$ 50/day	Larsen/Davis LXT Sound Monitor .....	\$ 120/day
Brass or Stainless Steel Sample Sleeves ..	\$ 8/each	Nuclear Gauge .....	\$ 50/day
Use of 10 Modified Cal. Sleeves .....	\$ 30/box	Manometer .....	\$ 55/day
Keyed-Alike Locks.....	\$ 25/each	Asphalt/Concrete Patch .....	Cost +15%
55-gallon Drum.....	\$ 80/each	Baroid Drilling Fluid Test Kit.....	\$ 30/day
Field Filter .....	\$ 25/unit	Conductivity Probe (in situ) .....	\$ 55/day
Stainless Steel Hand-Augur Sampler.....	\$ 50/day	Fisher TW-6 Metal Detector .....	\$ 50/day
Teflon Tape - 4" roll.....	\$ 75/roll	Gas Powered 120v Generator.....	\$ 80/day
Liquinox.....	\$ 23/bottle	Peristaltic Pump .....	\$ 50/day
Tyvek .....	\$ 15/each	Positive Displacement Pump .....	\$ 25/day
Nitrile Gloves.....	\$ 20/box	Temperature-pH-Conductivity Meter .....	\$ 25/day
Respirator Cartridges .....	\$ 10/set	Pressure Transducer.....	\$ 75/day
Inclinometer Probe and Readout Device....	\$ 185/day	Water Level Indicator .....	\$ 20/day
Rotary Hammer.....	\$ 40/day	Water Sampling Pump .....	\$ 200/day
CPN Corp. Hydroprobe .....	\$ 75/day	(Bladder Pump or Electric Submersible)	
Double-Ring Infiltrometer .....	\$ 75/day	Well Bailer - Standard .....	\$ 25/day
Downhole Soil Samplers .....	\$ 75/day	Well Bailer - Disposable .....	\$ 15/each
(2½-inch California liner, SPT)		2-inch Diameter Water Meter .....	\$ 20/day
Kernlevel .....	\$ 20/day	4-inch Diameter Water Meter .....	\$ 40/day
24-Channel Seismograph .....	\$ 1500/wk	Well Cap 2" .....	\$ 22/each
Instantel Mini Mate Pro4 Vibration Monitor	\$ 150/day	Digital Camera .....	\$ 25/day
		Field Computer.....	\$ 30/day
		Subcontracted Specialty Equipment .....	Cost + 15%

EXHIBIT C

Indemnification and Insurance Requirements  
(For Professional Contracts)

Replace with previously reviewed and accepted Indemnification provisions in Fugro's 2-year agreement with the County of Santa Barbara dated March 22, 2017. See insert at end of Exhibit C

INDEMNIFICATION

~~CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.~~

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions) Insurance** appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

**B. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

**INDEMNIFICATION**

Replacement/Insert for  
Indemnification provisions

**A. Indemnification pertaining to other than Professional Services:**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, arising out of or related to the CONTRACTOR'S work or activities for the COUNTY and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by COUNTY on account of any such claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation does not apply to the COUNTY'S sole negligence or willful misconduct.

**B. Indemnification pertaining to Professional Services:**

CONTRACTOR agrees to defend, indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

#### INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, his agents, representatives, employees or subcontractors.

##### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.