



County of Santa Barbara
Purchasing Agent
260 N San Antonio Rd,
Santa Barbara, CA 93110

COPY
Order CN4461

Order date

4/12/2023

Delivery address

Santa Barbara County
PW FLOOD CONTROL
130 E VICTORIA ST STE 200
SANTA BARBARA, CA
93101

805-568-3440

Vendor

304637
CANNON ASSOCIATES

1050 SOUTHWOOD DR
SAN LUIS OBISPO
CA
93401
STEPHEN TOMASELTI

Bill To

Santa Barbara County
130 E VICTORIA ST STE 200 SANTA BARBARA, CA 93101
805-568-3440

Refer Inquiries to Buyer

Max Simon-Gersuk
msimon@countyofsb.org

Terms of payment

30 days

Item/Comments	Description	Preferred delivery date	Quantity	Unit	Price	Amount
000468-PROJECT DEVELOPMENT/MANAGEMENT	Construction Management & Inspection for the Village Square Offsite Storm Drain Improvement Project. As per attached proposal dated 11/2/22. Total dollar amount equates to the proposal fixed price of \$127,406 plus 10% contingency. Release of Contingency may be authorized by County of Santa Barbara Flood Control or designee.	2024-06-30	1.00		140,146.60	140,146.60

Order Total USD**140,146.60****SERVICE CONTRACT (CN)**

GENERAL: Contract for Construction Management and Inspection for the Village Square Offsite Storm Drain Improvement Project. As per the attached proposal dated November 2, 2022. The total dollar amount equates to the proposal fixed price of \$127,406 plus a 10% contingency. Release of Contingency may be authorized by County of Santa Barbara Flood Control or designee.

CONTRACT PERIOD: Start date, as directed. Termination date, as directed and NO LATER THAN June 30, 2024.

LIMITATIONS: Total expenditure for the period shall not exceed \$140,146.60. Any increase or decrease in this total amount may be authorized only upon written notice from the County Chief Procurement Officer.

STANDARD TERMS AND CONDITIONS FOR INDEPENDENT CONTRACTORS (ver. 2023 02 06) attached.

THIS CONTRACT IS NOT VALID FOR AMOUNTS IN EXCESS OF TWO HUNDRED THOUSAND DOLLARS (\$200,000)

NOTE TO CONTRACTOR: No payment will be due or payable unless this contract is properly executed and returned to the County Purchasing Office. Do not commence performance until you have executed this contract and returned it to the County of Santa Barbara Purchasing Division, 260 N San Antonio Rd, Santa Barbara, CA 93110.

DocuSigned by:

Accepted By: (X)

Patrick Riddell

FEAA31B8FC964C6...

Print Name/Title: Patrick Riddell Director, Construction Management Division Date: 4/17/2023 | 2:49 PM PDT

Applicable License # (Medical/Contractor/Etc.): _____

Phung Loman

COUNTY OF SANTA BARBARA

Max Simon-Gersuk

From: pwc100@dir.ca.gov
Sent: Wednesday, April 12, 2023 3:04 PM
To: Max Simon-Gersuk; Christian Garcia
Subject: Project Creation

Caution: This email originated from a source outside of the County of Santa Barbara. Do not click links or open attachments unless you verify the sender and know the content is safe.

Hello,

Thank you for using the PWC-100 online application.

This email confirms the submission of a new project titled "CN4461" that was created on 12 Apr 2023 and assigned **DIR Project ID 462268**.

Please share this **DIR Project ID** number with each contractor on the project. They will need this number to submit certified payroll records into DIR's Electronic Certified Payroll Reporting(eCPR) database.

Thank you for your submission

Sincerely,

Public Works Program
Division of Labor Standards Enforcement
Department of Industrial Relations
State of California

County of
Santa Barbara

**Proposal for
Construction Management and
Inspection Services for
Village Square Offsite Storm
Drain Improvement Project**

Cannon

Reliable Responsive Solutions

Hansel Corsa, PE, CFM
Santa Barbara County Flood Control & Water Conservation District
130 East Victoria Street, Suite 200
Santa Barbara, CA 93101

November 2, 2022

Subject: Construction Management & Inspection for the Village Square Offsite Storm Drain Improvement Project

Dear Mr. Corsa:

The Village Square Offsite Storm Drain Improvement project in Los Alamos consist of installing a regional storm drain system that is a part of a subdivision development in the area with the intent to capture surface runoff that will discharge into the San Antonio Creek.

The project sets forth the improvement of said drainage system consist of trenching and backfilling, installation of class III RCP storm drain pipes with various sizes, headwall, trash rack, storm drain manholes, concrete overflow weir, v-ditch, and outfall protection at the creek. Although the storm drain project is a result of a development project in Los Alamos, implementation of this project is complicated due to its impacts to the surrounding area during construction. It is vital for the County to select a consultant to provide the construction management, inspection, materials testing, and administrative services to help the County complete the project successfully.

This project will require a consultant with a wide range of project experience and expertise, including a heightened attention to the contractor's schedule; expertise in underground utilities; the steadfast ability to be the point of contact for the County and surrounding residents; and unwavering commitment toward public safety. This storm drain project will require a higher level of diligence and early coordination between the contractor, utility providers, adjacent property owners, and the County.

This project is tentatively scheduled to begin construction in January 2023 with the contract lasting 85 working days, or approximately four months. This means the construction will occur during the wet season, resulting in a heightened awareness of the impacts with this storm drain project. Having provided construction management assistance on multi-staged, high-profile, and high-traffic projects, Cannon has demonstrated our ability to be the eyes and ears of the County and to successfully collaborate with stakeholders through challenging and difficult project constraints.

As Cannon's Resident Engineer and Construction Manager, I will be the County's primary construction representative and, along with Cannon's construction management team, provide services to the County of Santa Barbara Flood Control & Water Conservation District as described in the Request for Proposal.

The following statement of qualifications demonstrates our experience and proposes a project team of key personnel we feel will best meet the County's needs. I am available to answer any questions through the contact methods provided below, or to further discuss this proposal. On behalf of the Cannon team, I appreciate this opportunity to serve the County of Santa Barbara and hope to speak with you and your staff in detail soon

Sincerely,


Ernie Ferrer, PE, QSD/P No. 78037
Senior Resident Engineer
☎ 805.544.7407 📠 805.657.7358
✉ ErnieF@CannonCorp.us


Pat Riddell, PE, CPII, QSD/P No. 72034
Director, Construction Management Division
☎ 805.544.7407 📠 805.657.7358
✉ PatR@CannonCorp.us

305 South Kalorama St., Suite A, Ventura, CA 93001

Qualification of Firm

Cannon Corporation- Providing Reliable Responsive Solutions since 1976

As a full-service engineering, construction management (CM) and inspection, and surveying firm, we take pride in our ability to offer clients a broad range of services. Our commitment to providing clients reliable responsive solutions, whether the project scope is expansive or more specialized, spans 46 years. During that time, we have worked with many cities, counties, and agencies throughout California, to maintain secure and dependable transportation, water resources, and wastewater infrastructure.

Our experience includes design and construction of hundreds of miles of pipelines; water wells; pump stations; recycled water systems; sewer/wastewater systems; treatment facilities. Additionally, we have worked with the County and several surrounding municipalities and other public agencies to complete public infrastructure projects involving work similar to the scope of services needed for this project.

Our team includes the following professionals:

- Caltrans Academy Resident Engineers, Construction Managers, Inspectors, and Administrators
- APWA Certified Public Infrastructure Inspectors
- Registered Civil, Structural, Mechanical, and Electrical Engineers
- Licensed Land Surveyors and Survey Technicians
- County-, State-, and Federal-Level Funding Administration Managers

Services for the Santa Barbara County will be provided primarily from our Ventura office. Our California office locations include the following:

Ventura

305 South Kalorama St.
Suite A
Ventura, CA 93001
☎ 805.544.7407

Los Angeles

11900 West Olympic Blvd.
Suite 530
Los Angeles, CA 90064
☎ 310.664.1166

San Luis Obispo

1050 Southwood Drive
San Luis Obispo,
CA 93401
☎ 805.544.7407

Irvine

16842 Von Karman Ave.
Suite 150S
Irvine, CA 92606
☎ 949.753.8111

Experience Counts

Our in-depth understanding of County procedures will be a valuable resource for providing construction management services. Our team offers expertise in each area of service that may be needed for the County's upcoming project:



Pavement Rehabilitation and Full Depth Reclamation



Water, Recycled Water, and Sewer Pipelines



Street, Median, and Traffic Improvements



Caltrans Lane Closure System



ADA Compliance



Digouts, Striping, Marking, and Curb Painting



Underground Utilities

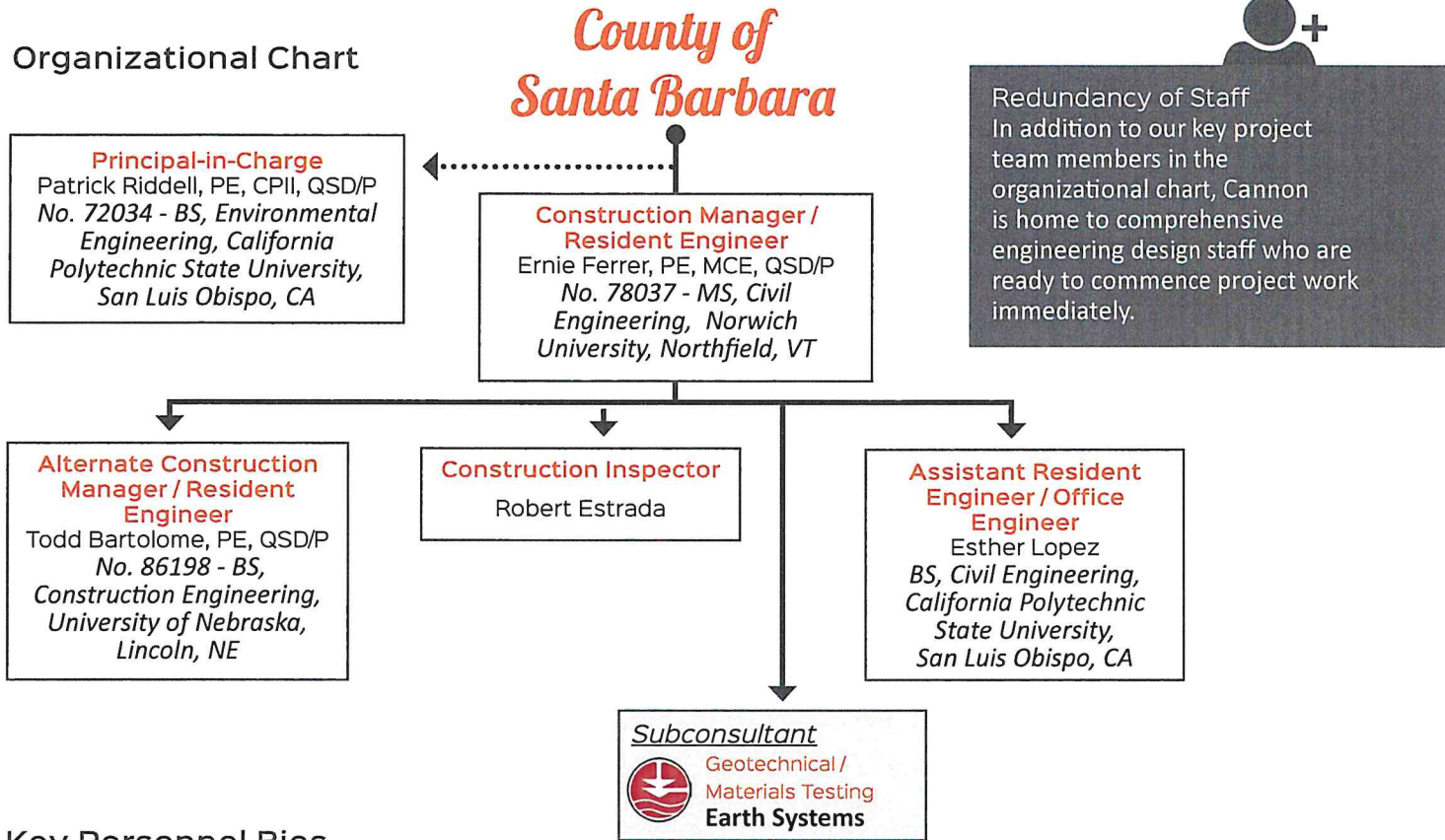


Regulatory Requirements and Permitting

Our demonstrated project experience involves components similar in nature to those required by the County for this project.

Qualifications of Staff

Organizational Chart



Key Personnel Bios



Construction Manager/ Resident Engineer Ernie Ferrer, PE, MCE, QSD/P

With more than 30 years of experience in construction management and civil and sanitary engineering, Mr. Ferrer offers expertise in project management services. He has provided design and construction services for various capital projects, including water resources, wastewater, facilities, stormwater, streets and transportation, parks and recreation, coastal, and public art. Mr. Ferrer works in close coordination with numerous local, state, and federal regulatory agencies throughout Central and Southern California to acquire construction permits for various projects.



Principal-in-Charge Pat Riddell, PE, CPII, QSD/P

Mr. Riddell is an experienced Resident Engineer and Construction Manager of public works projects with in-depth knowledge of the Caltrans Construction Manual, Local Assistance Procedures, and Standard Plans and Specifications, as well as project scheduling, cost-control methods, construction staging methods and strategies, and quality assurance systems. He brings an extensive background in civil engineering design with an emphasis in grading and drainage analysis, storm water hydraulics, utility design, preliminary site planning and permitting, road widenings, and street improvements.



Alt. Construction Manager/ Resident Engineer Todd Bartolome, PE, QSD/P

Todd Bartolome, PE, QSD/P has more than 35 years of experience as an Engineering Manager, Resident and Regional Engineer with large wastewater, bridge, roadway and airport project experience around the country and overseas. Specific project experience includes management of wastewater, major highway bridge and roadway projects for design, construction and maintenance as both a Public Agency representative and Private Consultant.

Resumes

Professional Registration

- Civil Engineer, California, No. C78037
- Certified Storm Water Pollution Prevention Plan (SWPPP) Developer (QSD)

Education

- Master in Civil Engineering, Norwich University, Vermont
- Bachelor of Science, Sanitary Engineering, University of Baguio, Baguio City, Philippines
- Bachelor of Science, Civil Engineering, Saint Louis University, Baguio City, Philippines

Software Skills

- Arc GIS
- Retain Pro
- Water Surface Pressure Gradient (WSPG)
- Hydraulic Engineering Center-River Analysis System (HEC-RAS)
- Microsoft Office Programs (Excel, Word, PowerPoint, SharePoint)
- Microsoft Project
- Bluebeam

Ernie Ferrer, PE, MCE, QSD/P Construction Manager / Resident Engineer

Mr. Ferrer brings more than 30 years of experience in construction management and civil and sanitary engineering. He has provided design and construction services for capital projects which include water resources, wastewater, streets and transportation, facilities, stormwater, parks and recreation, coastal, and public art. He offers expertise in project management services such as permit coordination; plans and specifications development; preliminary design review development; meeting coordination and management; change orders evaluation; pre-construction planning; constructability reviews; and construction document processing and administration management. He has coordinated with local, state, and federal regulatory agencies throughout Southern California to acquire construction permits.

Capital Design and Construction Division Manager, City of Ventura Public Works Department, Ventura, California:

Mr. Ferrer served as the Capital Design and Construction Engineer for the Engineering Division of Public Works for 15 years. He oversaw 19 staff members on Capital Improvement Projects (CIP) that had an approximate annual budget of \$85M. He managed the City's 6-year CIP plan, which was budgeted more than \$900M, and contributed to \$28M worth of City infrastructure improvements through organizing, coordinating, and monitoring the completion of multiple projects, including the following:

- **Sewerline Replacement, including the following:**
 - Ann St Area
 - Front St
 - Main St and Coronado St
 - Sewer Lift Station at State Park
 - Main St, Brent St to Lemon Grove Ave
 - Seaside Wastewater Force Main
- **Street Resurfacing, including the following:**
 - Johnson Dr., Bristol Rd. to Hwy. 101
 - Johnson Dr., Victoria Ave. to Bristol Rd.
 - Loma Vista, Mills to Main St.
 - Victoria Ave., Telegraph Rd. to Victoria Ave.
 - Telephone Rd., Kimball Rd. to Victoria Ave.
 - Ralston St., Telephone Rd. to Victoria Ave.
 - Main St., Mills Rd. to Telephone
- **Waterline Replacement, including the following:**
 - Pierpont Lanes
 - Harbo Blvd., San Pedro to Sanjon Rd.



Pat Riddell, PE, CPII QSD/P Principal-in-Charge

Professional Registration

- Registered Civil Engineer, California, No. 72034
- Certified Public Infrastructure Inspector, American Public Works Association
- Excavation Safety Training for Competent Persons (CPT), United Academy, ID: 1544359

Education

- Bachelor of Science, Environmental Engineering, California Polytechnic State University, San Luis Obispo, California]
- Caltrans Resident Engineer Academy

Professional Affiliations

- American Society of Civil Engineers
- American Public Works Association

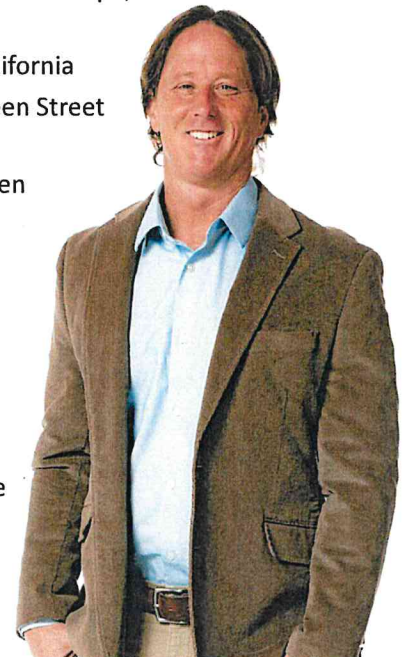
Mr. Riddell is an experienced Resident Engineer and Construction Manager of public works projects with in-depth knowledge of the Caltrans Construction Manual, Local Assistance Procedures, and Standard Plans and Specifications, as well as project scheduling, cost-control methods, construction staging methods and strategies, and quality assurance systems.

Mr. Riddell represents clients on-site, coordinates meetings and construction activities with project stakeholders, and helps confirm safe working conditions. His responsibilities include record keeping, reviewing contract documents, managing submittals and RFI logs, managing change orders, developing punchlists, reviewing and approving progress pay estimates. He also inspects construction work to confirm compliance with design documents and regulatory agency requirements such as Caltrans standards.

Select Project Experience Summary

Mr. Riddell has served as Project Engineer, Manager, QA/QC Engineer, or Construction Manager on the following projects:

- Shell Beach Road Streetscape Improvement Project, Pismo Beach, California
- 2020-2021 Pavement Rehabilitation Project, Goleta, California
- Construction Administration and Inspection Services for North Depot and Highway 166 Improvement Project, Santa Maria, California
- Construction Management Services for Main West Tank, Paso Robles, California
- Santa Lucia Road Pavement Rehabilitation, Atascadero, California
- Construction Management for Five Cities Drive Turn Signal Project, Pismo Beach, California
- Train Station Expansion Project, Grover Beach, California
- South Higuera and Octagon Barn Project, San Luis Obispo, California
- 4th Street Pavement Repair, Grover Beach, California
- Construction Management for 12th Street Green Street Improvements, Paso Robles, California
- Construction Management for 21st Street Green and Complete Street Improvements, Paso Robles, California
- Construction Management, Inspection, and Materials Testing Services for Price Canyon Road Slope Repair, Pismo Beach, California
- Construction Management for Theatre Drive Realignment, Paso Robles, California
- Construction Management for Five Cities Drive Turn Signal Project, Pismo Beach, California



Cannon provided

very high quality professional services on the [2015-1] project and is familiar with the work, which makes them ideally suited to continue providing construction management on this next phase.

Agenda Notes for Grover Beach City Council Meeting

Todd Bartolome, PE, QSP/D Alt. Construction Manager / Resident Engineer

Professional Registration

- Registered Civil Engineer, California, No. 86198

Education

- Bachelor of Science, Construction Engineering, University of Nebraska, Lincoln, Nebraska

Certifications

- California QSP/D Certification – 86198
- Traffic Control Supervisor (TCS) - American Traffic Safety Services Association (ATTSSA)
- Caltrans Resident Engineering Training
- EPA - NPDES Certification

Todd Bartolome, PE, QSP/D has more than 35 years of experience as an Engineering Manager, Resident and Regional Engineer with large wastewater, bridge, roadway and airport project experience around the country and overseas. Specific project experience includes management of wastewater, major highway bridge and roadway projects for design, construction and maintenance as both a Public Agency representative and Private Consultant. Todd also managed the design and development of project controls systems using various microcomputer systems, cost control systems, scheduling, estimating, inspection, materials testing, and field office engineering. His major project experience includes wastewater, highways, bridges, floodways, airports, and hydroelectric dams.

Carpinteria Avenue and Pedestrian Safety Improvements, Carpinteria, California:

Cannon was selected to provide Construction Management services for the pedestrian safety improvements project involving upgrades to the existing sidewalks to include ADA access, a new vehicle entrance, and a vehicle pull out for dropping-off children. Improvements included pedestrian accommodation for future skate park facility proposed for construction adjacent to City Hall. Cannon worked closely with the City's selected construction team, Shaw Construction, Inc. Mr. Bartolome served as Project Manager.

Select Project Experience Summary

Mr. Bartolome has served as Construction Manager, Engineering Manager, Resident or Regional Engineer on the following projects:

- Construction Management and Inspection for Magic Mountain Pipeline Phases 4, 5, and 6A Project, Santa Clarita Valley Water Agency (SCVWA), Santa Clarita, California
- Construction Management and Inspection Services for Phase 2B Recycled Water Tank Project, (SCVWA), Santa Clarita, California
- Pavement Preparation and Slurry, Goleta, California
- Modjeska Park Underground Stormwater Detention and Infiltration System, City of Anaheim, California
- Construction Management Services for Guadalupe Community Center and Leroy Park Community Center Renovation, Guadalupe, California
- Measure K-14 Street Repair and Rehabilitation Program, Grover Beach, California
- Construction and Inspection Services, Oak Park Boulevard Rehabilitation, Project – US Route 101 to Grand Avenue, Grover Beach, California
- Construction Management and Design for Airport Pipeline Infrastructure, DPW 17-19A, City of Paso Robles, California



Robert Estrada Construction Inspector

Training

- Flagger Training, California
- First Aid/CPR

Software Skills

- Microsoft Programs
- Procore
- E Builder
- Cityworks

Mr. Estrada brings more than 14 years of experience in the construction industry. He has worked as full-time inspector since 2019 with three municipalities. With a background in Public Works, he has a strong focus and commitment to site safety. From daily inspection and regular construction meetings, he is well-versed in the ins and outs of confirming work on transportation projects is completed according to plans and specifications. His staff supervisory and communication skills are best demonstrated by his ability to plan and coordinate work and resolve issues as needed.

Highway 1 Water Main Replacement Project, Oceano, California: Oceano Community Services District was awarded a grant through the proposition 1 round 1 Integrated Regional Water Management (IRWM) implementation to upgrade and replace various components of its water distribution system. Existing water distribution lines and service laterals had either exceeded their useful life expectancy, were undersized for current water demands and fire flows, or did not meet current potable water standards. The District selected Cannon to provide construction management and inspection services, including work within Caltrans ROW for both roadway and utility improvements. Mr. Estrada provided lead inspection for installation of the new 8-inch watermain.

Paso Robles Annual Pavement Striping, Paso Robles, California: The City of Paso Robles experienced an increase in population and traffic and needed to complete annual improvements. This project involved striping and markers refreshment and maintenance on Niblick Road, 13th Street, Creston Road, and Charolais road. Mr. Estrada provided construction management and inspection of the removal and replacement of pavement marking along arterial roads.

Select Project Experience Summary

Mr. Estrada has served as Construction Inspector on the following projects:

- Sewer Main Trunk Line Rehabilitation, Sunnyvale, California*
- Annual Pavement Rehabilitation, Sunnyvale, California*
- Righetti Ranch Development, San Luis Obispo, California*

*Prior to Cannon



Esther Lopez Assistant Resident Engineer / Office Engineer

Education

- Bachelor of Science, Civil Engineering, California Polytechnic University, San Luis Obispo, California

Ms. Lopez demonstrates effective teamwork, communication, and management. She prepares project reports and reviews and references drawings. She has conducted rebar inspection, concrete inspection, and compaction inspections. Ms. Lopez has experience analyzing and compiling pay applications and change orders, she has transferred RFIs and submittals to database platforms for project team and client accessibility.

Software Skills

- Bluebeam Revu
- Extreme
- Auto CAD
- Adobe Acrobat
- Microsoft Suite
- Impact

Select Project Experience Summary

Ms. Lopez has served as Office Engineer or Assistant Resident Engineer on the following projects:

- Shell Beach Road Streetscape Improvement Project, Pismo Beach, California
- Construction Management Services for Main West Tank, Paso Robles, California
- Construction Management and Inspection Services for Las Virgenes Municipal Water District (LVMWD) Calleguas-Las Virgenes Interconnection and ARHM Overlay, Calabasas, California
- S. River Rd Sewer Abandonment and Lift Station No.8 Force Main Extension, Paso Robles, California
- Construction Management Services for S. River Rd Sewer Abandonment and Lift Station No.8 Force Main Extension, Paso Robles, California



Subconsultant



Earth Systems Geotechnical / Materials Testing

Since 1969, Earth Systems has provided a full range of expert services in geotechnical engineering, engineering geology, geophysical surveys, environmental assessments, construction monitoring, and materials testing and inspection. Their staff of approximately 145 consists of registered geotechnical engineers, certified engineering geologists, soil technicians, special inspectors, and laboratory technicians, augmented by drilling, drafting, and support personnel.

Earth Systems' senior staff each have more than 20 years of geotechnical experience. *With over 50 years of experience in the County of Santa Barbara area, Earth Systems brings detailed knowledge of soil, groundwater, and geologic conditions to projects planned for this region.* Their local geotechnical engineering and geology professionals have established an excellent reputation for providing thorough, high quality geotechnical and geology services for hundreds of projects.

Their services include the following:

- | | | |
|--|---|--|
| <ul style="list-style-type: none"> • Design-level geotechnical engineering investigations • Geotechnical and geologic feasibility studies • Slope stability evaluations • Fault rupture hazard studies • Liquefaction and seismicity evaluation • Seismic refraction/rippability • Geotechnical criteria for shallow and deep foundations, including caissons, driven piles, micropiles | <ul style="list-style-type: none"> • Criteria for earth retention structures and embankments • Engineering analysis of settlement-reduction methods • Development of geotechnical criteria for pavement construction and rehabilitation, including new construction, overlays, recycled materials, permeable pavers, and stabilization of poor subgrade conditions | <ul style="list-style-type: none"> • Rock/pavement coring • Pavement deflection studies • Evaluation of acceptability of construction materials • Geotechnical consultation, observation and testing during construction • Infiltration testing for low-impact development (LID) improvements • Failure investigations of foundations, retaining walls, slopes, and pavement |
|--|---|--|

Past Performance References

Shell Beach Road Streetscape Improvement Project

Pismo Beach, California

The Shell Beach Road Streetscape was a major component of the City of Pismo Beach's overall Complete Street Plan. The project involved constructing a multi-use path placed along Caltrans right-of-way (ROW) boundary connecting the Shell Beach Elementary School to Dinosaur Caves Park. Other required elements included ADA-compliant sidewalks and curb ramps, intersection bulb-outs for pedestrian safety and traffic calming, landscaping, streetscape furnishings and amenities, lighting, walls and fences, fresh pavement surfaces, new striping and markings, and public art displays.

The City selected Cannon to provide construction management, inspection, materials testing, and administrative services. Distinct challenges included a significant portion of the work (approximately 64%) occurred below the surface, in the replacement of underground utilities (water and storm drain) and the undergrounding of existing overhead utility lines (PG&E, AT&T, and Charter). Our team worked closely with field representatives from local utility providers to facilitate successful Rule 20A undergrounding work. Due to horizontal directional drilling crossing Caltrans ROW, Cannon facilitated encroachment permit requirements and road settlement monitoring conformance.



Contract Amount: \$971,099
Project Dates (CM): Jul. 2018 - Sept. 2021

Project Reference

Eric Eldridge, Senior Engineer
City of Pismo Beach
760 Mattie Rd., Pismo Beach, CA 93449
☎ 805.773.4657
✉ eeldridge@pismo-beach.org

Construction Management Services for Main West Tank

Paso Robles, California

The City of Paso Robles (City) improved its water system by replacing the existing 21st Street Reservoir—an unconventionally-shaped earthen reservoir lined with both gunite sprayed concrete and high-density polyethylene. The reservoir was constructed in 1925 and had reached the end of its useful service life.

The City replaced this reservoir with a new 4.0 million gallon (MG) partially buried, pre-stressed concrete tank and renamed the facility to Main West Tank—more accurately portraying its function as the main facility providing storage for the City's Main West pressure zone (one of the City's two main pressure zones). The new structure met American Water Works Association (AWWA) Standard D110.

The new Main West Tank maintains the existing hydraulic grade line for the Main West pressure. The construction work consisted of demolition; construction of the new tank, including appurtenances such as ladders, hatches, railing, an air vent, safety equipment, and various SCADA and electrical equipment; installation of piping, including an 18-inch welded steel pressurized potable pipe, 18- and 12-inch stainless steel inlet manifold piping, multiple replacements of the existing distribution system with larger diameter ductile iron pipe.



Contract Amount: \$582,344
Project Dates (CM): Nov. 2018 - Jan. 2021

Project Reference

Ditas Esperanza, PE Capital Projects Engineer
City of Paso Robles
1000 Spring Street, Paso Robles, CA 93446
☎ 805.227.7276
✉ DEsperanza@prcity.com

North Depot Street Improvement Project

Santa Maria, California

This project involved realigning the intersection of North Depot Street, West Fessler Street, and North Railroad Street to improve safety. Traffic signals were also modified at Depot Street and Main Street (SR 166) to provide protected left turns onto Main Street.

The purpose of the project was to improve vehicular and pedestrian safety at a previously problematic intersection. The City of Santa Maria had secured Federal SR Safety Improvement Program (HSIP) funding through the Caltrans Department of Local Assistance.

Specific project tasks included new sidewalk, curb and gutter, curb ramps, bulbouts, and medians/pedestrian islands; HMA paving and slurry seal; new striping and signage; critical traffic control as stop control on the intersection was altered; three new field-fitted DIs; and modified striping and signage configuration.

Cannon lead bi-weekly progress meetings; facilitated coordination with the contractor and Caltrans; kept complete and organized construction files as required for Federal Aid projects; performed daily site observation/inspection and daily reports; reviewed and responded to RFIs; and provided exhibits for design changes as needed based on field conditions and the City's requested changes or additions.

Cannon also reviewed traffic control plans and regularly monitored traffic control; coordinated material testing for compaction and CIDH pile foundations; provided field verification for ADA compliance; managed contract change orders; and prepared as-built record drawings.



Contract Amount: \$85,623
Project Dates (CM): June 2017 - January 2018

Project Reference

Eric Riddiough, PE (Formerly Senior Civil Engineer for City of Santa Maria)

City of Morro Bay

595 Harbor Street

Morro Bay, CA 93442

☎ 805.772.6200

✉ eriddiough@morrobayca.gov



Project Understanding and Approach

The County of Santa Barbara Flood Control and Water Conservation District (District) is in coordination with the county planner and developer of the Legacy Estates for the improvement of the Village Square Tract offsite storm drain system located in the County of Los Alamos. This storm drain system will collect surface runoff from the surrounding region and eventually discharge into San Antonio Creek.

The project consists of the construction of approximately 2,745 linear feet of 48" diameter RCP, 358 linear feet of 60" diameter RCP, and 700 linear feet of 72" diameter RCP. Additional work includes the installation of 15 storm drain manholes, bollards, concrete overflow weir structure, headwall, trash rack, outfall protection, crushed rock lined v-ditch, and an aggregate base ranch (access) road. All storm drain pipes equal to or greater than 48" in diameter will be owned by the District.

Through issuance of the subject RFQ/RFP, the County of Santa Barbara is seeking the services of a qualified construction management team to provide construction management, inspection, and materials testing.

Based on our evaluation of the County's RFQ/RFP, we have identified key elements on the following pages and in our scope of work that we believe will be critical to the success of the project. Our overall goal is to apply this knowledge and experience to deliver the project on-time, within budget, and of high quality.

Communication Strategy: Communication is essential in successfully resolving (or eliminating) problems encountered during construction. Understanding our role in relation to the roles of the County and the developer's project engineer is a top priority on this project. We will work closely with project stakeholders from beginning to end, including County staff, design team, construction team, utility providers, the local community and residents, and patrons traveling to and from surrounding communities. The resident engineer must attune to impacts of each portion of the project on stakeholders and communicate effectively (verbally and in writing) in the event adjustments are necessary.

Traffic Handling & Construction Staging: As discussed, communication of the traffic handling and staging plans will be imperative to inform stakeholders of what's ahead. We will work closely with the Contractor to fully understand their weekly and monthly work activities plan. Disruption to the flow of traffic must be minimized to avoid public discontent and complaints. We have recent experience with similar projects and we understand the importance of public safety requirements and the need to have well thought out traffic handling plans as work progresses from one stage to the next.

Coordination: Early and constant coordination between all stakeholders will be critical to the success of this project. Our experience informs us that a coordinated and smooth start is imperative to making the remainder of the project go well. Multiple steps must be addressed prior to trench excavation, such as back fill and compaction testing, concrete testing, trench shoring, and trench paving. We will confirm these steps are incorporated into the contractor's schedules such that they are continuously aware of their work and meeting deadlines.

Scope of Work and Project Deliverables

We offer the County of Santa Barbara expertise in construction management, inspection, and engineering; schedule review; communication and documentation; management of submittals; and more.

Knowledge and experience in the construction of storm drains, access roadway construction, and overall construction work are critical prerequisites for the construction management team responsible for overseeing the safe and

effective construction of the project. In addition to being intimately familiar with the project plans and specifications, the construction management team must have a thorough understanding and background using Caltrans standard specifications, Standard Plans for Public Works Construction, County, State and Federal regulations.

Task 1.1 Document Control

We will establish a working relationship with County staff to implement procedures for the efficient processing and management of project documents. This includes preparation; project submittals; project schedules; and correspondence. All project files will be handed over to the County at the end of the project.

Task 1.2 On-Site Construction Management and Inspection

We will have a dedicated Resident Engineer in charge of construction management operations. Our team will also include a Construction Inspector who will be on-site to monitor the daily construction operations and provide coordination, a special inspector to assist with necessary special inspections for the project, and an office engineer to facilitate the flow of information between team members. We will make sure that construction will comply to the plans and specifications.

During observation and monitoring of the quality of the construction work, we will provide the following:

- Maintain daily on-site project reports for inspections, observations and construction activities. Reports will contain a record of weather, work on-site, number of workers, work accomplished, problems encountered, solutions agreed upon, and other similar relevant data as the County may require.
- Maintain photo and video record of construction progress.
- Monitor construction activities to see that elements of project are furnished, installed, and constructed, per contract documents.
- Prepare required notices of non-conformance when materials, construction installation process, or quality of work does not meet the requirements of the contract. Notices will be issued to the contractor stating the nature of the deviation and requiring the contractor to perform corrective action. Non-compliance issues will be documented with photographs and in writing.
- File appropriate reports.
- Provide special inspection and/or testing, including overseeing special testing related to storm drain pipelines and appurtenances, if needed. Conduct daily inspections and other special inspections required for project.
- Monitor contractor's work and recommend special testing as needed.

Task 1.3 Coordination

We will coordinate with the contractor, county staff, county inspectors, materials technicians, and other entities in a timely manner and avoid unnecessary delays to the project.

Task 1.4 Submittals

We will provide timely submittal review and acceptance including review of material and equipment submittals for compliance with contract documents. We will maintain the submittal log and records.

Task 1.5 Photo Documentation

Document pre-site condition including work area and conform limits, during construction conditions and issues, and post construction site conditions with photos. We will also establish and implement procedures for review and processing of project documentation. We will organize project documents for ease of retrieval using project binders and storing them electronically, as well.

Task 1.6 Tracking Changes

We will track any changes to the plans as they occur and later implemented in record drawings at the completion of the project.

Task 1.7 Punch List

We will compile detailed “punch lists” and inspect them for completion; perform final walk-through with the SBCFCD Project Manager and/or its representative, other County personnel as needed, and the contractor. We will oversee the complete performance of punch list items and final clean-up before the contractor moves off-site.

Project Schedule

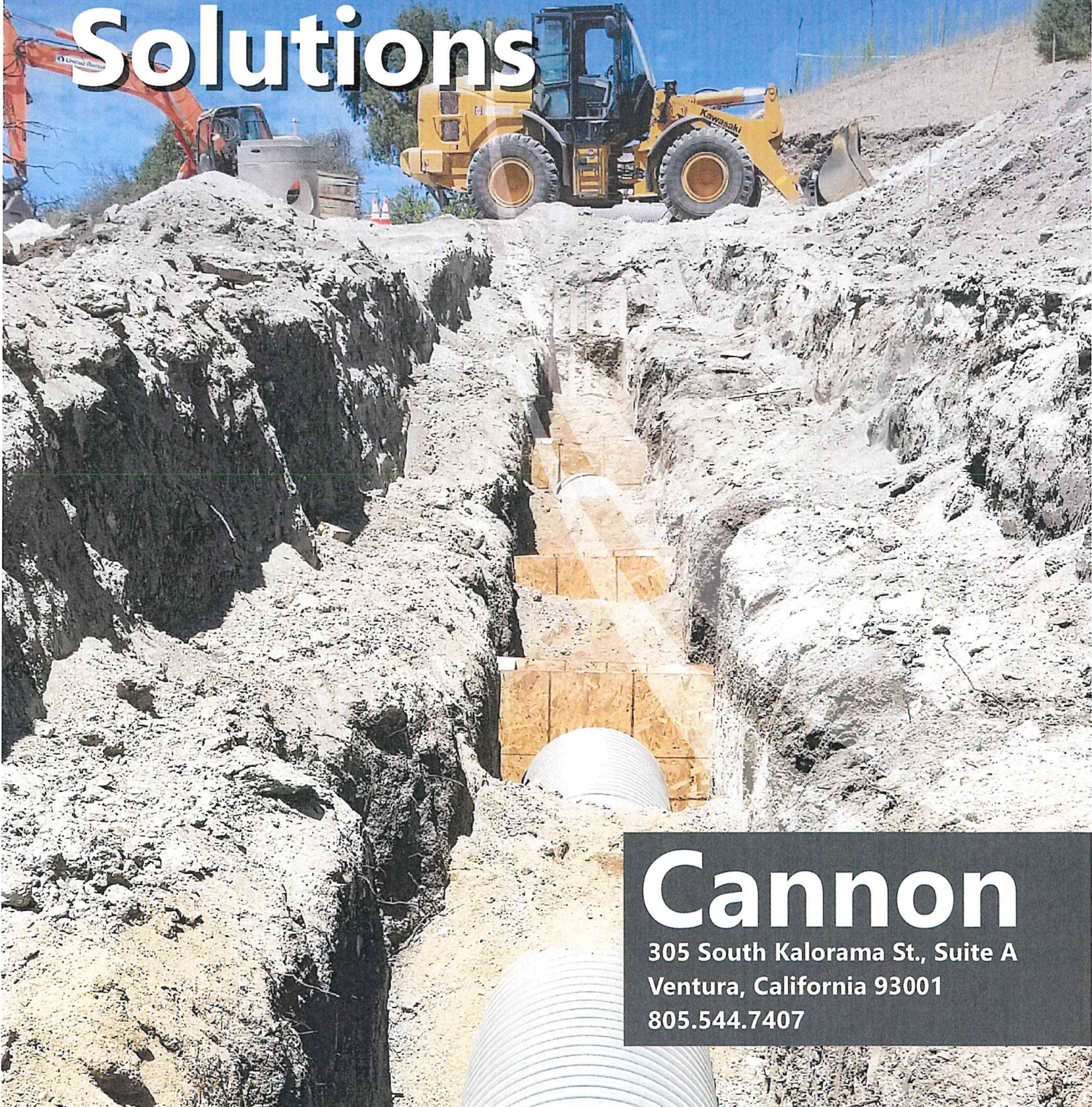
Village Square Offsite Storm Drain Improvement Project															
ID	Task Mode	Task Name	Duration	Start	Finish	January		February		March		April		May	
						B	M	E	B	M	E	B	M	E	B
1		PRE-CONSTRUCTION PHASE	1 day	Tue 1/3/23	Tue 1/3/23										
2		Notice to Proceed	1 day	Tue 1/3/23	Tue 1/3/23										
3		CONSTRUCTION PHASE	85 days	Wed 1/4/23	Tue 5/2/23										
4		Pre-Construction Meeting	1 day	Wed 1/4/23	Wed 1/4/23										
5		Submittals	71 days	Thu 1/5/23	Thu 4/13/23										
6		RFI Response	70 days	Thu 1/5/23	Wed 4/12/23										
7		Weekly Progress Meetings	76 days	Mon 1/16/23	Mon 5/1/23										
8		Install BMP's	5 days	Mon 1/9/23	Fri 1/13/23										
9		Install Traffic Control Devices	82 days	Mon 1/9/23	Tue 5/2/23										
10		RCP Stormdrain & MH	70 days	Tue 1/10/23	Mon 4/17/23										
11		Concrete works	30 days	Mon 3/13/23	Fri 4/21/23										
12		Access Road	12 days	Mon 4/17/23	Tue 5/2/23										
13		PROJECT CLOSEOUT PHASE	10 days	Wed 5/3/23	Tue 5/16/23										
14		Prepare and Submit Project Final Closeout Documents	10 days	Wed 5/3/23	Tue 5/16/23										

In the event meetings cannot be held in person for some reason or another, the team can meet via Zoom or other online format. Cannon will coordinate this meeting and will maintain the scheduled meeting to consistently inform the team of the project progress.

Compliance with Local, State, and Federal Requirements

Cannon has an extensive experience in completing projects within Caltrans’ right-of-way, we have developed an excellent working relationship with Caltrans in the Central and Southern California area. Our construction management team, engineers, and surveyors offer recent and relevant knowledge of Caltrans requirements, including standard plans and specifications, contract compliance as detailed in the Local Assistance Procedures Manual (LAPM), oversight procedures, and the Caltrans Records Management system. Our team is also experienced in the right-of-way encroachment permit process.

Reliable Responsive Solutions



Cannon

305 South Kalorama St., Suite A
Ventura, California 93001
805.544.7407



COST PROPOSAL

Fees are based on the rates, per the enclosed fee schedule. It is our understanding that this project qualifies for California Prevailing Wages.

County of Santa Barbara Flood Control and Water Conservation District
 Construction Management and Inspection Services
 Village Square Offsite Storm Drain Improvement Project,
 City of Los Alamos

Staffing Plan and Labor Estimate

Phase	Role	Name	Rate	2023					Total Est. Hours	Estimated Cost
				Mar	Apr	May	Jun	July		
Task 1 - Pre-Construction									25	\$ 4,541
	Principal-in-Charge	Patrick Riddell, PE	\$205	1					1	205
	Sr. Resident Engineer	Ernie Ferrer, PE	\$196	16					16	3,136
	Construction Inspector III (PW)	Robert Estrada	\$150	8					8	1,200
	Office Engineer / Asst RE	Esther Lopez	\$140						-	-
Task 2 - Construction									737	\$ 118,716
	Principal-in-Charge	Patrick Riddell, PE	\$205							-
	Sr. Resident Engineer	Ernie Ferrer, PE	\$196	46	40	44	44	6	180	35,280
	Construction Inspector III (PW)	Robert Estrada	\$150	138	120	132	132	18	540	81,000
	Office Engineer / Asst RE	Esther Lopez	\$140	4	4	4	4	1	17	2,436
Task 3 - Post-Construction									17	\$ 2,749
	Principal-in-Charge	Patrick Riddell, PE	\$205					1	1	205
	Sr. Resident Engineer	Ernie Ferrer, PE	\$196					4	4	784
	Construction Inspector III (PW)	Robert Estrada	\$150					8	8	1,200
	Office Engineer / Asst RE	Esther Lopez	\$140					4	4	560
Total Estimated Cannon Hours				213	164	180.4	180.4	41.6	821	\$ 126,006
Direct Expenses										
	Sub Consultant Company Name	Basis							Estimated Cost	
	Material Testing Firm	Provided by others							\$ -	
	Misc Directs	Reproduction & Supplies.							\$ 1,400	
Total Estimated Direct Expenses									\$ 1,400	
Total Estimated Cost of Construction Management and Inspection Services									\$ 127,406	

NOTES:

- Cost estimate assumes a contract duration of 90 working days.
- Cost estimate includes work during regular business hours (overtime and weekends are excluded).
- Hourly rates are valid through October 31, 2023 and subject to change thereafter.
- Material Testing to be provided by others



2022/2023 Fee Schedule
 Bill Rate Ranges
 Subject to change

Assistant Resident Engineer	\$ 140 - \$ 169
Associate Engineer	\$ 157 - \$ 200
Associate Land Surveyor	\$ 185 - \$ 208
Associate Landscape Architect	\$ 158 - \$ 177
Automation Specialist	\$ 147 - \$ 165
Automation Technician	\$ 113 - \$ 127
CAD Tech	\$ 101 - \$ 113
CAD Manager	\$ 120 - \$ 134
Construction Inspector I - III	\$ 111 - \$ 154
Design Engineer	\$ 130 - \$ 158
Director/ Department Manager	\$ 187 - \$ 264
Engineer Tech	\$ 108 - \$ 121
Engineering Assistant I - II	\$ 92 - \$ 116
Grant Funding Manager I - II	\$ 141 - \$ 177
I&E Services Coordinator	\$ 103 - \$ 116
Information Systems Admin/Manager	\$ 120 - \$ 134
Land Surveyor	\$ 174 - \$ 196
Landscape Architect	\$ 118 - \$ 132
Landscape Designer I - II	\$ 103 - \$ 127
Lead Automation Specialist	\$ 162 - \$ 182
Lead Automation Technician	\$ 127 - \$ 143
Lead Designer	\$ 130 - \$ 149
Office Engineer / Document Control I-III	\$ 107 - \$ 140
Plan Check Engineer I - II	\$ 123 - \$ 165
Planner I - III	\$ 113 - \$ 143
Planning Assistant	\$ 92 - \$ 116
Principal Automation Specialist	\$ 176 - \$ 198
Principal Designer	\$ 120 - \$ 163
Principal Engineer	\$ 185 - \$ 244

Project Designer	\$ 114 - \$ 143
Project Engineer	\$ 141 - \$ 173
Resident Engineer	\$ 179 - \$ 201
Sr. Associate Architect	\$ 195 - \$ 219
Sr. Associate Engineer	\$ 173 - \$ 219
Sr. Automation Specialist	\$ 172 - \$ 193
Sr. Automation Technician	\$ 137 - \$ 154
Sr. CAD Tech	\$ 109 - \$ 122
Sr. Consultant / Principal-in-Charge	\$ 249 - \$ 297
Sr. Land Surveyor	\$ 203 - \$ 228
Sr. Landscape Architect	\$ 172 - \$ 193
Sr. Plan Check Engineer	\$ 169 - \$ 189
Sr. Principal Designer	\$ 130 - \$ 184
Sr. Principal Engineer	\$ 196 - \$ 266
Sr. Project Designer	\$ 114 - \$ 156
Sr. Project Engineer	\$ 147 - \$ 187
Sr. Resident Engineer	\$ 192 - \$ 216
Survey Assistant	\$ 103 - \$ 116
Survey Technician I - V	\$ 120 - \$ 183
Technical Writer I - IV	\$ 92 - \$ 116

Survey Crew Rates - Regular

One-Man Field	\$ 195
Two-Man Field	\$ 270
Three-Man Field	\$ 355
Two-Man - HDS	\$ 310

Survey Crew Rates - Prevailing Wage

One-Man Field	\$ 230
Two-Man Field	\$ 330
Three-Man Field	\$ 470

Electrical - Prevailing Wage

Electrician	\$ 185
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Building and Construction Inspector - Prevailing Wage

BCI Construction Inspector	\$ 150
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Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.

Other Direct Charges

Black Line Plots	\$2.00 per page	Color Plots	\$5.00 per page
Outside Reproduction	Cost + 15%	Travel and Related Subsistence	Cost + 15%
Automation & Electrical Materials	Cost + 25% (+tax)	Standard Mileage Rate	IRS Rate per mile
Subconsultant Fees	Cost + 10%	Airplane Mileage Rate	GSA Rate per mile
Technology Fee	\$30/Day		

All expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours, a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates; on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours.

The stated rates are subject to change, typically on an annual basis.



ACCEPTANCE OF PROPOSAL

Proposal Date: November 2, 2022

Client: Santa Barbara County Flood Control & Water Conservation District
Hansel Corsa, PE, CFM
130 East Victoria Street, Suite 200

Project: Village Square Offsite Storm Drain Improvement Project

Scope of Work: Construction Management and Inspection

T&M Not to Exceed: \$127,406

Appendix A details the terms for work. Cannon bills monthly for work in progress and payment is due within 10 calendar days of invoice date. Overdue amounts will be surcharged at 18 percent per annum or 1.5 percent monthly. Materials are charged at cost plus 25% (+ tax). Reimbursables are not included in fixed fee; see enclosed "Reimbursable Expense Schedule" for rates. **The fees are based upon current California Prevailing Wages; please provide us with the DIR Project ID.** OR The fees are not based upon current California Prevailing Wages. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.

Please indicate your acceptance of this proposal by signing below.

In witness whereof, the parties hereto have caused this agreement consisting of proposal letter, Appendix A and any other necessary and applicable documents to be executed of the date and year first above written. In Appendix A, Cannon Corporation hereinafter referred to as Cannon. The Client, as noted below, hereinafter referred to as Client.

Client: Santa Barbara County Cannon

x Matthew Griffin, PE Pat Riddell, PE
Engineering Manager Director of Construction Management

Date: _____ Date: _____



APPENDIX A: TERMS FOR CANNON SERVICES

Section 1: The Agreement

- 1.1 The agreement between the above noted parties consists of the following terms, the attached proposal and any exhibits or attachments noted in the proposal. Together these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

Section 2: Standard of Care

- 2.1 Data, interpretations, and recommendations by Cannon will be based solely on information provided to Cannon. Cannon is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.2 Services performed by Cannon under this agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of this profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.
- 2.3 The Client agrees that Cannon may use and publish the Client's name and a general description of Cannon's services with respect to the project in describing Cannon's experience and qualifications to other Clients and prospective Clients. The Client also agrees that any patentable or copyrightable concepts developed by Cannon as a consequence of service hereunder are the sole and exclusive property of Cannon.
- 2.4 The Client recognizes that it is neither practical nor customary for Cannon to include all construction details in plans and specifications, creating a need for interpretation by Cannon or an individual who is under Cannon's supervision. The Client also recognizes that construction review permits Cannon to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons construction review is generally considered an essential element of a complete design professional service. Accordingly, if the Client directs Cannon not to provide construction monitoring, Cannon shall be held harmless for any and all acts, errors or omissions, except for those consequences which it reasonably could be concluded that Cannon's review services would not have prevented or mitigated.
- 2.5 Client acknowledges that Cannon is not responsible for the performance of work by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers of Client.

Section 3: Billing and Payment

- 3.1 Client will pay Cannon on a monthly basis to be billed by Cannon. Prior to the start of the project, a retainer as specified in the proposal, is required. Invoices for the balance will be submitted to Client by Cannon and will be due and payable within 10 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify Cannon in writing within fourteen (14) days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.
- 3.2 Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month or 18% per year of any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Cannon per Cannon's current fee schedule. In the event Client fails to pay Cannon within sixty (60) days after invoices are rendered, Client agrees that Cannon will have the right to consider the failure to pay Cannon's invoice as a breach of this agreement.
- 3.3 Client agrees that if Client requests services not specified herein, Client agrees to timely pay for all such services as extra work. Cannon will notify the Client prior to performance of services which are not specified in this agreement.
- 3.4 Client agrees that payment to Cannon is in no way contingent on the results of work by Cannon or on the outcome of any litigation.
- 3.5 Preparation for and/or travel time to client requested meetings will be charged at the hourly rate.
- 3.6 Billing rates are subject to change, typically on an annual basis.



Section 4: Additional Services

- 4.1 Additional services include making revisions in drawings, specifications or other documents when such revisions are:
Inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget;
Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- 4.2 Additional services includes providing services required because of significant changes in the project including, but not limited to, size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction.
- 4.3 Where unexpected developments increase the scope of work as defined herein and/or prove the assumptions of this proposal invalid, Cannon will make a reasonable effort to contact the Client to discuss the effects and adjustment of cost.

Section 5: Site Access and Site Conditions

- 5.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for Cannon to perform the work set forth in this agreement. Client will notify any and all possessors of the project site that Client has granted Cannon free access to the site. Cannon will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the proposal.

Section 6: Ownership of Documents

- 6.1 All reports, maps, plans, field data, field notes, estimates and other documents, whether in hard copy or machine-readable form, which are prepared by Cannon as instruments of professional service, shall remain the property of Cannon. The Client may retain copies, including copies stored on magnetic tape or disk, for information and for reference in connection with the occupancy and use of the project.
- 6.2 Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, Cannon reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of Cannon in their preparation. Cannon also reserves the right to retain hard copy originals of all project documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.
- 6.3 The Client recognizes that changes or modifications to Cannon's instruments of professional service introduced by anyone other than Cannon may result in adverse consequences which Cannon can neither predict nor control. Therefore, and in consideration of Cannon's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Cannon from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the machine readable information and data provided by Cannon under this Agreement. The foregoing indemnification applies, without limitation, to any use of the project documents on other projects, for additions to this project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by Cannon.
- 6.4 Client agrees that all reports and other work furnished to Client or his agents, which is not paid for, will be returned upon demand and will not be used by Client or others for any purpose whatsoever.

Section 7: Client Responsibilities

- 7.1 The Client shall provide full information including a program setting forth the Client's design objectives, constraints, and construction budget criteria.
- 7.2 The Client shall furnish a legal description, a certified land survey, and the services of a soil, structural, mechanical, electrical or other engineer or consultant services, and laboratory tests, inspections, or reports as required by law or as requested by Cannon to perform the functions and services required of this agreement. The information shall be furnished at the Client's expense and Cannon shall be entitled to rely upon the accuracy and completeness thereof.
- 7.3 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the project, including auditing services the Client may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by the Client. The information above shall be furnished at the Client's expense, and Cannon shall be entitled to rely upon the accuracy and completeness thereof.



- 7.4 If the Client observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents, prompt written notice shall be given by the Client to Cannon.
- 7.5 The Client shall furnish information and shall review Cannon's work and provide decisions as expeditiously as necessary for the orderly progress of the project and of Cannon's services.

Section 8: Insurance

- 8.1 Cannon represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that Cannon has such coverage under public liability and property damage insurance policies which Cannon deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Cannon agrees to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by Cannon, its agents, staff, and consultants employed by it. Cannon shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. Cannon shall not be responsible for any loss, damage, or liability arising from any acts by Client, its agents, staff, and other consultants employed by Client.

Section 9: Termination

- 9.1 This agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Cannon will be paid for services performed prior to the date of termination plus reasonable termination expenses including the cost of completing analyses, records and reports necessary to document job status at the time of termination.
- 9.2 Failure of the Client to make payments to Cannon when due in accordance with this agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due to Cannon for services and expenses, Cannon may, upon seven (7) days written notice to the Client, suspend performance of services under this agreement. Unless payment in full is received by Cannon within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Cannon shall have no liability to the Client for delay, damage, loss of agency approvals, loss of financing, interest expenses, etc. caused to(?)the Client because of such suspension of service.

Section 10: Disputes Resolution

- 10.1 All claims, disputes, and other matters in controversy between Cannon and Client arising out of or related to this agreement will be submitted to "alternative dispute resolution" (adr) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If and to the extent Client and Cannon have agreed on methods for resolving such disputes, then such methods will be set forth in the "alternative dispute resolution agreement" which, if attached, is incorporated and made a part of this agreement.
- 10.2 If a dispute at law related to the services provided under this agreement and that dispute requires litigation instead of adr as provided upon, then:
 - (1) The claim will be brought and tried in judicial jurisdiction of the court of the county where Cannon's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - (2) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

Section 11: Assigns

- 11.1 Cannon shall not assign this agreement in whole or in part nor shall it subcontract any portion of the work to be performed hereunder; except that Cannon may use the services of persons or(?) entities not in our employ when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, specialized consultants and testing laboratories. Cannon's use of others for additional services shall not be unreasonably restricted by the Client provided Cannon notifies the Client in advance.

Section 12: Governing Law and Survival

- 12.1 The law of the State of California will govern the validity of these terms, their interpretation and performance.
- 12.2 If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for any cause.



Section 13: Limitation of Liability

13.1 To the fullest extent permitted by law, the total liability, in the aggregate, of Cannon and Cannon's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Cannon's services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Cannon or Cannon's officers, directors, employees, agents and independent professional associates and consultants, or any of them, shall not exceed the total compensation received by Cannon under this agreement, or the total amount of \$50,000.00, whichever is greater.

Section 14: Hiring Cannon's Employees

- 14.1 From time to time, Clients who have come to know and work with our employees in the course of a project wish to hire them to work as the Client's own in-house employees. We pride ourselves on recruiting, hiring, and training the very best employees possible, and in assigning to projects our employees who best meet our Clients' individual needs. Our goal is to have our Clients view Cannon and its individual employees as indispensable.
- 14.2 Client agrees to pay Cannon a finder's fees equal to 12 months of the employee's current salary or wage for each of our employees whom the client(?) choose to hire, either directly or indirectly. Client acknowledges and agrees that the finder's fee is both fair and reasonable, and is equivalent to a recruiting or "headhunter's fee" that Client would expect to pay to a third party for locating and recruiting an employee of the caliber of the hired Cannon employee.
- 14.3 This Section 14 shall be limited to those of Cannon's employees with whom Client works or is introduced by Cannon during the course of this engagement, and shall be applicable to such employees both during his/her employment with Cannon and for a period of six (6) months thereafter. This Section 14 shall survive the cancellation or expiration of this Agreement.

Section 15: Prevailing Wage

- 15.1 Cannon acknowledges the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the extent required by the California Labor Code, Cannon shall fully comply with and require its subconsultants to fully comply with such Prevailing Wage Laws.
- 15.2 Pursuant to Labor Code Sections 1725.5 and 1771.1, Cannon and all its subconsultants performing work subject to prevailing wage must be registered with the Department of Industrial Relations and submit their certified payroll records directly to the DIR. In order to do so, the awarding body needs to complete the PWC-100 (Public Works Project Registration) within five days of awarding the contract; and provide Cannon with the DIR Project ID prior to the start of Cannon's work.



STANDARD TERMS & CONDITIONS FOR INDEPENDENT CONTRACTORS

THESE TERMS & CONDITIONS ("Terms and Conditions") are entered into by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY") and [INSERT LEGAL NAME of CONTRACTOR], a [California] [ENTITY TYPE] whose address is [INSERT CONTRACTOR ADDRESS FOR NOTICE PURPOSES] ("CONTRACTOR" and, together with COUNTY, collectively, the "Parties" and each individually a "Party"), effective as of the date of CONTRACTOR's signature on or other acceptance of the Purchase Order (defined below). **CONTRACTOR's signature on or other acceptance of the COUNTY Purchase Order issued by COUNTY's Procurement Services Division to which these Terms and Conditions are attached ("Purchase Order") means CONTRACTOR has read, accepted, and agreed to these Terms and Conditions.** These Terms and Conditions, together with the Purchase Order, including all attachments and exhibits hereto and thereto, collectively, shall be referred to in these Terms and Conditions as the "Contract" or the "Contract Documents," and each such document comprising the Contract shall individually be referred to as a "Contract Document". For the avoidance of doubt, the Contract and the Contract Documents include the Description of Services (defined below) and the Indemnification and Insurance Requirements (defined below).

1. **SCOPE OF SERVICES / COMPENSATION.** CONTRACTOR agrees to provide to COUNTY the services ("Services") and deliverables ("Deliverables"), and COUNTY agrees to pay CONTRACTOR, as set forth in the Description of Services attached to the Purchase Order and incorporated herein by reference ("Description of Services"). This Contract shall be administered by the COUNTY's Procurement Services Division, and payment hereunder shall be subject to satisfactory performance of the Services and delivery of the Deliverables in accordance with the terms and conditions of the Contract as determined by the Director of COUNTY's General Services Department, or such Director's designee ("Designee"). CONTRACTOR will be entitled to reimbursement for only those expenses specifically identified in the Description of Services.

2. **STATUS AS INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of the Services under this Contract as an independent contractor, and not as COUNTY's employee. CONTRACTOR understands and acknowledges that CONTRACTOR will 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 warrants that CONTRACTOR is authorized by law to perform all work contemplated in this Contract, and CONTRACTOR agrees to submit, upon request, verification of licensure or registration, or other applicable evidence of such official authorization.

3. **BILLING & PAYMENT.** CONTRACTOR shall submit invoice(s) for the Services to the COUNTY at the COUNTY's address set forth on the Purchase Order, in accordance with the invoicing procedures set forth in the Purchase Order or the Description of Services. Unless otherwise specified in the Contract, COUNTY will pay CONTRACTOR within thirty (30) days from COUNTY's receipt of invoice.

4. **TAXES.** COUNTY will 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 taxes paid, plus all interest and penalties assessed in connection therewith. Such taxes include, but are not limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance. Notwithstanding the foregoing, if CONTRACTOR is using a non-California address or a California P.O. Box address for conducting its business with COUNTY, CONTRACTOR shall be subject to required nonresident withholding for Services that CONTRACTOR provides in California for COUNTY, unless CONTRACTOR is a government entity or CONTRACTOR provides COUNTY with a California withholding form that shows CONTRACTOR is exempt from withholding.

5. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and CONTRACTOR shall not acquire any employment or interest, direct or indirect, which would conflict in any manner or degree with the performance of Services required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, CONTRACTOR will not employ any person or subcontractor having any such conflict of interest. CONTRACTOR shall promptly disclose to COUNTY, in writing, any potential conflict of interest.

6. **OWNERSHIP AND INTELLECTUAL PROPERTY.**

- A. CONTRACTOR and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to all documents, data, know-how, methodologies, software and other materials, including computer programs, reports and specifications, provided by or used by CONTRACTOR in connection with performing the Services to the extent developed or acquired by CONTRACTOR prior to the commencement or independently of this Contract (collectively, the "Pre-Existing Materials"), including all intellectual property rights therein.
- B. Except as provided in Subsection A of this Section 6, above, COUNTY shall own all Deliverables provided to COUNTY in connection with the Services. CONTRACTOR hereby grants to COUNTY a fully-paid, perpetual license to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use, in whole or in part, all Pre-Existing Materials incorporated into any of the Services or Deliverables, and all other reports, data, documents and other materials comprising, and necessary for COUNTY's continued use of, the Services and Deliverables, whether or not performance under this Contract is completed or terminated prior to completion ("License"). CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights provided by this Section 6.B. In addition to and without limiting the provisions of the Indemnification and Insurance Requirements (defined below), CONTRACTOR warrants that none of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract shall 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 all claims that any of the Deliverables, Services, or any other items provided by or on behalf of CONTRACTOR under this Contract 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.
- C. This Section 6 shall survive the expiration or termination of this Contract.

7. **COUNTY PROPERTY.** COUNTY's property, documents, data, and information (collectively, "COUNTY Property") provided for CONTRACTOR's use or otherwise made available to CONTRACTOR or to which CONTRACTOR or any of CONTRACTOR's employees, affiliates, or subcontractors has access in connection with the Services, shall remain COUNTY's property, and CONTRACTOR shall return and destroy all copies of any and all COUNTY Property at the direction of COUNTY. CONTRACTOR may use COUNTY Property only to the extent necessary to provide the Services. CONTRACTOR shall not disseminate or disclose any COUNTY Property, without COUNTY's prior written consent in each instance. All non-public, confidential or proprietary information of COUNTY (collectively, "Confidential Information") disclosed, or made available to, or otherwise accessed by or on behalf of CONTRACTOR, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of the Services and this CONTRACT is confidential, and shall not be disclosed or copied by CONTRACTOR without the prior written consent of COUNTY in each instance. Confidential Information does not include information that is in the public domain or rightfully obtained by CONTRACTOR on a non-confidential basis from a third party. CONTRACTOR may use Confidential Information only to the extent necessary to provide the Services. This Section 7 shall survive the expiration or termination of this Contract.

8. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR must keep such business records pursuant to this Contract as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession, and will maintain those records for at least four (4) years following the termination of this Contract. All accounting records must be kept in accordance with generally accepted accounting practices. COUNTY will 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 Contract 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 Contract (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.

9. **INSURANCE AND INDEMNIFICATION.** CONTRACTOR agrees to and shall at all times during the term of the Contract fully comply with the Indemnification and Insurance Requirements attached to the Purchase Order and incorporated herein by reference ("Indemnification and Insurance Requirements"). The indemnification provisions set forth in the Indemnification and Insurance Requirements shall survive the expiration or termination of the Contract.

10. **NONDISCRIMINATION.** The County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated into the Contract by this reference with the same force and effect as if the ordinance were specifically set out herein, and CONTRACTOR agrees to comply with such ordinance.

11. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Contract, and that COUNTY has the right to negotiate with and enter into contracts with others providing the same or similar services as those CONTRACTOR provides.

12. **NON-ASSIGNMENT; PERMITTED SUBCONTRACTOR(S).** CONTRACTOR shall not assign, delegate, subcontract, or otherwise transfer, by operation of law or otherwise, this Contract or any of CONTRACTOR's rights or obligations under this Contract without COUNTY's prior written consent in each instance, and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for immediate termination of this Contract by COUNTY. CONTRACTOR shall not enter into agreements with or otherwise engage any person or entity, including all subcontractors and affiliates of CONTRACTOR, other than CONTRACTOR's employees, to provide any Services to Customer without the prior written consent of COUNTY in each instance (each such approved subcontractor or other third party, a "Permitted Subcontractor"). COUNTY's consent with respect to a Permitted Subcontractor shall not relieve CONTRACTOR of any of its obligations under the CONTRACT, and CONTRACTOR shall remain fully responsible for the performance of each such Permitted Subcontractor and its employees and for their compliance with all of the terms and conditions of this Contract as if they were CONTRACTOR's own employees. CONTRACTOR shall ensure that all persons, whether employees, agents, subcontractors, or anyone acting for or on behalf of CONTRACTOR, are properly licensed, certified and accredited as required by applicable law and are suitably skilled, experienced and qualified to perform the Services. CONTRACTOR shall require each Permitted Subcontractor to be bound in writing by the confidentiality and intellectual property assignment and license provisions of these Terms and Conditions. Nothing contained in this Contract shall create any contractual relationship between COUNTY and any subcontractor or supplier of CONTRACTOR.

13. **TERMINATION.**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time, whether for COUNTY's convenience, for non-appropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Contract in whole or in part upon thirty (30) days' written notice. During such thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease the performance of 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 Non-appropriation of Funds.** Notwithstanding any other provision of this Contract, 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 Contract, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Contract in whole or in part, with or without a prior notice period. Subsequent to termination of this Contract under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term of the Contract.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Contract or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Contract in whole or in part immediately upon written notice to CONTRACTOR. Upon receipt of such termination or suspension notice, CONTRACTOR shall immediately discontinue all Services (unless such notice directs otherwise) and notify COUNTY as to the status of its CONTRACTOR's performance of CONTRACTOR's obligations under this Contract. The date of termination shall be the date such notice is received by CONTRACTOR, unless such notice directs otherwise.

- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in the Description of Services, CONTRACTOR may, at CONTRACTOR's option terminate this Contract 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 COUNTY Property and all Deliverables, 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 Contract, COUNTY shall pay CONTRACTOR for satisfactory Services performed prior to the date of such termination in a prorated amount of the compensation due hereunder, less payments, if any, previously made by COUNTY to CONTRACTOR. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Contract, nor for profit on unperformed portions of Services. 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.

14. **NOTICE.** *From CONTRACTOR:* CONTRACTOR must send or deliver any required notice to the Designee at the addresses specified for COUNTY set forth in the Purchase Order. *From COUNTY:* Designee must send or deliver any required notice to CONTRACTOR at the address set forth in the first paragraph of these Terms and Conditions, above. Notices mailed by US Postal Service first-class, receipt of which is unacknowledged, shall be deemed effective three days from date of mailing. Other notices shall be deemed effective upon delivery by hand, proof of delivery by nationally recognized overnight carrier, or written acknowledgement of receipt, whichever is earlier.

15. **ENTIRE AGREEMENT AND AMENDMENT.** This Contract contains the entire understanding and agreement of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, 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 Contract may be altered, amended or modified only by an instrument in writing (duly executed by Designee and/or COUNTY's Chief Procurement Officer or designee) and by no other means. Each Party waives their future right to claim, contest or assert that this Contract was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. This Contract expressly conditions CONTRACTOR's acceptance on CONTRACTOR's agreement to these Terms and Conditions. These Terms and Conditions shall control and prevail over any terms and conditions contained in any other documentation, and expressly exclude all of CONTRACTOR's general terms and conditions, if any, and any other document issued by CONTRACTOR in connection with the Contract unless such document is duly executed by COUNTY.

16. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at its sole cost and expense, comply with all applicable County, State, and Federal statutes, ordinances, and regulations in effect during the Term of this Contract. 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. Before the date on which the Services are to start, CONTRACTOR shall obtain and, at all times during the term of this Contract, maintain, all necessary licenses, permits, and consents applicable to the provision of the Services. CONTRACTOR shall comply with all rules, regulations and policies of COUNTY, including security procedures concerning systems and data and remote access thereto, building security procedures, including, but not limited to, the restriction of access by CONTRACTOR to certain areas of COUNTY premises or systems for security reasons, and general health and safety practices and procedures.

17. **CALIFORNIA LAW.** This Contract is governed by the laws of the State of California. Any litigation regarding this Contract or its contents must 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.

18. **ORDER OF PRECEDENCE.** Any ambiguity, conflict, or inconsistency between the documents comprising this Contract shall be resolved according to the following order of precedence: (1) the Indemnification and Insurance Requirements; (2) these Terms and Conditions; (3) the Purchase Order; (4) the Description of Services, (4) any other Contract Documents comprising the Contract (a) as attachments to the Purchase Order, or (b) duly executed by both of the Parties after CONTRACTOR's acceptance of the Purchase Order.

19. **DEBARMENT AND SUSPENSION.** CONTRACTOR certifies to COUNTY that none of CONTRACTOR and CONTRACTOR's employees and principals are debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR shall not contract with any subcontractor that is so debarred or suspended.

20. **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 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 or statements regarding COUNTY or its projects, without the prior written consent of COUNTY in each instance.

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

24. **NO WAIVER.** 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 Contract to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. **SUCCESSORS AND ASSIGNS.** These Terms and Conditions shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns in accordance with these Terms and Conditions.

26. **EXECUTION IN COUNTERPARTS; AUTHORITY.** The Contract and these Terms and Conditions may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. Each of the Parties represents and warrants that such Party's respective signatories to the Contract have the power and authority to enter into this Contract in the capacities set forth in the Purchase Order, and such Party has fully complied with all formal requirements necessary for such Party to enter into this Contract and for this Contract to be legally binding on such Party. CONTRACTOR hereby certifies and warrants that entering into this Contract shall not cause CONTRACTOR to breach the terms or conditions of any other contract or agreement to which CONTRACTOR is a party or which is otherwise binding on CONTRACTOR.

EXHIBIT C

Indemnification and Insurance Requirements (For Service Contracts Not Requiring Professional Liability Insurance)

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, its 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 \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. ***(Not required if CONTRACTOR provides written verification that it has no employees)***

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, CG 20 26, CG 20 33, or CG 20 38; 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. **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.