



August 4, 2016

County of Santa Barbara
General Services Department
105 East Anapamu, Room 108
Santa Barbara, CA 93101-2037

Attn: Mr. John Green

Reference: GSWC Job No. 16100068 Tanglewood System

Dear Applicant:

Enclosed are two copies of an agreement covering the installation of Main, Fire and Water services at North County Jail as delineated on our Construction plan Exhibit A attached hereto. The installation of our facilities will be made only after the sewers have been installed, the curb and gutters completed, streets are at a final grade, but prior to the actual paving of the street.

Water conservation devices are required in compliance with local/state building codes and/or ordinances. These may include, but are not limited to; Low volume flush toilets or toilets flush valves, low flow shower heads, low flow kitchen and lavatory faucets, and automatic controls on landscape irrigation systems - set for off peak operation.

The enclosed agreement reflects the low bid from Spiess Construction that was submitted in the amount of \$607,516 for labor and material to complete the water services as delineated and Golden State Water Company's estimated cost for taxes, labor, engineering, and administration in the amount of \$199,505. It is understood and affirmed in this letter and agreement attached to these contracts that Spiess Construction will act as your contractor and will coordinate this work with our Project Coordinator, Justin Brown and hold a Pre-Construction meeting at least 5 Working Days prior to beginning this installation, after receipt of GSWC Construction Issued Plans. Mr. Brown can be reached at (805) 349-7407 Ext. 110.

It is further agreed and understood that all of this work will be completed in a workmanlike and satisfactory manner, according to our specifications and inspection with full responsibility vested in you.

It is also agreed and understood that you are responsible for any additional cost incurred by your contractor necessary to complete installation of facilities covered by this contract. The contract amount will be adjusted upon completion in accordance with said contract.

We acknowledge receipt of your Deposit in the amount of \$17,500. This amount has been credited, leaving a balance of \$182,005 due this Company.

Please sign and date the original copy of this agreement and return to us along with your check in the amount of \$182,005 and the signed copy of this letter to the **letterhead address below - Attn: New Business**. Retain one copy of the agreement for your files.

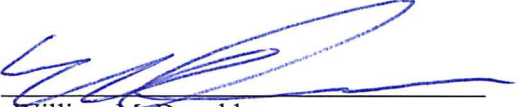
Note that the bid used for the enclosed agreements expire on 9/27/2016 and therefore the agreements will expire at the same time. Upon your request prior to the expiration date, this timeline may be extended by written consent of the Pipeline Contractor. A late response will require the project to be re-bid, the re-issuance of a revised agreement that may impact the costs reflected herein, and delay the project.

A non-response to this letter within 120 days of the letter date will constitute a default of this project. Any funds remaining from the design deposit will be returned and the project will be closed. If after the default time you wish to proceed, a new application for service and non-refundable review fee will be required.

Sincerely,
GOLDEN STATE WATER COMPANY

APPLICANT

BY



William McDonald
New Business Manager

Print Name

Signature

Date _____

Job No: 16100068
System: Tanglewood

GOLDEN STATE WATER COMPANY

AGREEMENT - (Non-Refundable)

Utility Golden State Water Company
630 E. Foothill Blvd.
San Dimas, CA 91773

District: Coastal

Applicant County of Santa Barbara
General Services Department
105 East Anapamu, Room 108
Santa Barbara, CA 93101-2037

This letter will serve as an agreement between Applicant and Golden State Water Company for the installation of water facilities at Northern Branch Jail Project, as shown on Exhibit A and described in Exhibit C, attached to and made a part of this Agreement.

The facilities described in Exhibit C shall be installed by the Applicant and conveyed to Golden State Water Company.

Commencement of construction shall be at a time mutually agreeable and suitable to the construction schedules of both parties and shall progress to completion, except for conditions causing delay beyond either parties control.

The total estimated cost of the installation is **\$807,021** as shown on Exhibit C. The Applicant shall advance the sum of **\$199,505** to Golden State Water Company and is responsible for full payment of **\$607,516** to Spiess Construction Company under the provisions of the contract with Santa Barbara County for the work described in Exhibit C upon execution of this Agreement which represents the estimated cost of the installation. This amount includes **\$17,500** which has been previously advanced.

It is mutually agreed that the advance payment to Golden State Water Company represents the estimated cost of construction, and upon completion of the construction, Golden State Water Company will render a statement to the Applicant of the actual construction costs. In the event said costs exceed the estimated cost, the Applicant agrees to pay Golden State Water Company the difference between actual construction costs and estimated costs. In the event said construction costs are less than the estimated costs, Golden State Water Company agrees to refund to the Applicant the difference between actual construction costs and estimated cost.

This Agreement is subject to any changes or modifications that may be presented by the Public Utilities Commission of the State of California.

APPLICANT

ACKNOWLEDGED BY: _____
Print Name & Title

Signature

Date _____

Cole, Heather D.

From: Cole, Heather D.
Sent: Friday, August 05, 2016 9:58 AM
To: 'Green, John L.'
Cc: Modglin, Tammy; North County Jail; Manolas, Celeste
Subject: RE: Santa Barbara County Northern Branch Jail Project - WO 16100068 North County Jail
Attachments: 16100068 - Revised Agreement - County of SB.pdf

Hello John,

Please kindly refer to final agreements which include suggested edits.

Thank you,

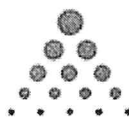
Heather

Heather Cole

Contract Administrator- New Business

Office: (714) 535-7711 x348

Fax: (714) 535-8616



Golden State
Water Company

A Subsidiary of American States Water Company

From: Green, John L. [mailto:jlgreen@countyofsb.org]
Sent: Thursday, August 04, 2016 11:14 AM
To: Cole, Heather D.
Cc: Modglin, Tammy; North County Jail; Manolas, Celeste
Subject: RE: Santa Barbara County Northern Branch Jail Project - WO 16100068 North County Jail

Hi Heather,

Thank you for your response. Please scan and send a copy of the revised agreement when available.

Thank you,

John Green

Senior Project Manager, Northern Branch Jail Project

County of Santa Barbara

General Services- Support Services

912 West Foster Road Santa Maria , CA 93455

tel. (805) 934-6229

Cell (805) 896-2236

fax (805) 934-6144

jlgreen@co.santa-barbara.ca.us