

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Stantec with an address at 111 E. Victoria Street, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Brittany Heaton at phone number (805) 568-3035 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Derek Rapp at phone number (805) 770-0205 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY: Brittany Heaton, Public Works Transportation, 123 E. Anapamu St., Santa Barbara, CA 93101, bheaton@cosbpw.net

To CONTRACTOR: Derek Rapp, Stantec, 111 E. Victoria Street, Santa Barbara, CA 93101, derek.rapp@stantec.com

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on March 7, 2017 and end performance upon completion, but no later than June 30, 2020 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind

down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.

2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

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

21. **SEVERABILITY**

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. **AUTHORITY**

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

31. **SURVIVAL**

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

32. **PRECEDENCE**

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

33. **SUBCONTRACTORS**

CONTRACTOR is authorized to subcontract with Earth Systems as identified in Exhibit A-1 Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights. CONTRACTOR shall ensure subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

34. **IMMATERIAL CHANGES**

CONTRACTOR and COUNTY agree that immaterial changes to this Agreement such as time frame and mutually agreeable work program changes which will not result in a change to the total contract amount or to the scope of the Statement of Work may be authorized by the Public Works Director, or designee in writing, and will not constitute an amendment to the Agreement.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Stantec

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

COUNTY OF SANTA BARBARA:

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Public Works

By: _____
Department Head

CONTRACTOR:

Stantec

By: _____
Authorized Representative

Name: _____

Title: _____

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy

APPROVED AS TO FORM:

Risk Management

By: _____
Risk Management

EXHIBIT A

**STATEMENT OF WORK
Project No. 862331**

The following documents are incorporated by reference and shall constitute the Statement of Work for this contract.

Exhibit A-1, CONTRACTOR'S Proposal of January 24, 2017.

Derek Rapp shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 365 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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January 24, 2017
File: 2064019587.202

County of Santa Barbara
Public Works Department
Attn: Walter Rubalcava
620 West Foster Road
Santa Maria, CA 93455

Subject: **U.S. Highway 101/Clark Avenue PS&E - Engineering Services Proposal**

Dear Mr. Rubalcava:

As requested, Stantec is pleased to submit this proposal for engineering services in support of the Plans, Specifications, and Estimates (PS&E's) for the U.S. Highway 101/Clark Avenue interchange improvements. Our involvement in the development of the PSR-PDS, PR and Fact Sheet documents with Caltrans has given us a detailed understanding of the project requirements. In addition to our fundamental understanding of the project details, we have the tools readily available to begin working immediately on the PS&E package. Further, with the County's support, we have developed a strong team relationship with the Caltrans project team, which we will utilize during the project approval process.

UNDERSTANDING OF PROJECT REQUIREMENTS

The need for improvements at the U.S. Highway 101 (U.S. 101)/Clark Avenue interchange was identified in 1995, and incorporated into the Orcutt Community Plan (OCP). As discussed in the PSR document, the Orcutt Transportation Improvement Program (OTIP) developed a project to realign and signalize both the northbound and southbound ramps of this interchange. Immediate OCP growth includes Key Sites 1, 2, and 3. Each of these projects triggers the need for interchange improvements. Through the development of the PSR, the conceptual design was analyzed with the primary goals of addressing project-specific impacts, regional growing travel demand and congestion, and recurrence of roadside collisions. Through this effort, a series of alternatives were presented and discussed in detail with both County and Caltrans staff. The recommended alternative generally consists of re-alignment and signalization of the Northbound Ramps, described in the PSR document as "Build Alternative 1." Based on our current understanding of the project and recent discussions with Caltrans, we have developed a Scope of Work for the preparation of PS&E's for this alternative, presented below. The following elements will be incorporated into the design documents pursuant to Caltrans' Central Region Practices and Procedures Manual for Oversight Projects:



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Reference: U.S. Highway 101/Clark Avenue PS&E Engineering Services Proposal

- Widening of the NB on-ramp
- Realignment and widening of the NB off-ramp.
- Signalization of NB Ramp intersection.
- Minor widening of Clark Avenue and the SB off-ramp intersection
- Drainage analysis and basin/system modifications (Areas A2, A3, E and F)
- Restriping of the interchange and approaches
- Modification of north side bridge railing to make bike safe
- Widening of Clark Avenue to the north, east of NB ramps

In order to adequately address the above project elements, we estimate a total of 31 plan sheets as follows:

- Title Sheet (1 sheet)
- Key Map (1 sheet)
- Project Control (1 sheet)
- General Notes (1 sheet)
- Typical Cross Sections (2 sheets)
- Layout (2 sheets)
- Road Profiles (4 sheets)
- Drainage Plan (2 sheets)
- Traffic Signal Plan (2 sheets)
- Pavement Delineation and Sign Plans (2 sheets)
- Erosion Control (1 sheet)
- Transportation Management Plans (incl. Temp. Traffic Control) (12 sheets)

All plans will be prepared in accordance with the Caltrans Plan Preparation Manual and Caltrans Standards, where applicable. The above list is based on our estimation at this time. Additional sheets will be added as necessary, and are included within the scope presented in this proposal.

Project Specifications will be prepared in accordance with the 2015 Caltrans Standard Specifications, and cost estimates will be provided with each submittal. We understand that there are federal funds being obtained for this work, and we will include requirements associated with this federal funding in our contract documents per Chapter 12 LAPM.



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Reference: U.S. Highway 101/Clark Avenue PS&E Engineering Services Proposal

SCOPE OF WORK

Task 1: Supplemental Survey and Right of Way Mapping

Supplemental Mapping

- Existing topographic (aerial and supplemental) mapping is referenced to the California Coordinate System NAD83, Zone 5 (Epoch 2007.0) horizontal datum and to the NAVD88 vertical datum. We will review the survey control used for previous work to ensure that we match the datums for this survey.
- Perform field survey for supplemental mapping purposes. Specific items to be included in the survey are drainage pipe structures and inverts on the east side of the 101 freeway, street light and power pole locations, overside drains on the northbound and south bound ramps, and the shoulder and embankment slope in the northwest corner of the southbound off ramp.
- Download and compute survey data. Compile mapping in AutoCad to be included in the existing mapping drawing file. We will also review and update surveyor's notes and control point list so that they may be included in PS&E construction documents.

Right of Way Mapping

Stantec has previously performed boundary surveys for the properties in the northwest and southwest quadrants of the Clark/101 interchange. Based on our prior surveys around the interchange, we are aware of numerous conditions that will likely trigger the requirement to file a Record of Survey (RS) map as enumerated in the Professional Land Surveyors Act of the State of California. These include:

- Significant material discrepancies between this survey and record documents
- Material evidence or physical change not shown on a map
- Evidence of alternate positions from what is shown on record maps
- Establishment of lines, points or corners not shown on a record map

We have not included preparation of a RS map with this scope and fee, but evidence and land records will be carefully examined because they affect the title interests of other property owners and public rights-of-way. Should a RS map be conclusively deemed to be necessary, Stantec will prepare a separate scope of work for this effort.

Right of Way Survey

- Confirm extent and location of the existing right of way through District 5 maps and survey records. Research recorded maps and documents.
- Perform field survey to search for and recover monuments and other boundary evidence.
- Perform analysis of data and evidence and establish right of way lines of the 101 freeway and Clark Avenue. Right of way information will be included in topographic mapping drawing file.

Design with community in mind



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Reference: U.S. Highway 101/Clark Avenue PS&E Engineering Services Proposal

- Pursuant to PLS Act, set monuments in a sufficient number to enable retracement of the survey.

Task 2: 30% PS&E Package

Using the preliminary plans prepared for the PR document, Stantec will finalize the Geometric Approval Drawings per the Caltrans Plans Preparation Manual. All design will be verified against current Caltrans Standards by our internal QC Manager at this stage to maximize project efficiency and avoid any schedule delays. We will discuss the design details with the County during a design coordination meeting. This meeting will give the County the opportunity to provide comments and suggestions at an early stage in the design process, allowing Stantec to incorporate them into the 60% plan set.

The Fact Sheet for Design Exceptions will be completed and approved at this stage.

Task 3: 60% Plan, Specification, and Estimate Submittal

Once the County/Caltrans has completed their review of the 30% PS&E's, Stantec will review their comments and incorporate all comments into the 60% PS&E package. As questions arise, we will be sure to communicate these immediately with the County to avoid any schedule delays.

In addition to incorporation of the comments, further analysis and detailing will be added to the plans. This includes, but is not limited to:

- Drainage Report
- Construction Details
- Drainage Plans/Profiles
- Drainage Details
- Utility Plans
- Construction Staging/Traffic Handling Plans
- Sign and Delineation Plans
- Water Pollution Control Plans
- Traffic Signal Plans

Technical specifications, special provisions and Engineer's Estimate of Probable Cost will be prepared and submitted at this stage.

Task 4: 95% Plan, Specification, and Estimate Submittal

The 95% submittal is intended to be a complete design, with only minor drafting or detailing changes to be made. For purposes of this proposal, we assume that the County will be preparing the General Conditions for the project and including our Special Provisions in Caltrans 2015 format



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Reference: U.S. Highway 101/Clark Avenue PS&E Engineering Services Proposal

within the larger document. We will coordinate with the County during the preparation of the overall document to ensure consistency and accuracy. We recommend that the entire document be reviewed together during this stage, and have included this as part of our QA/QC process for this project.

Task 5: Final Plan, Specification, and Estimate Submittal

Upon receipt of comments from the County, Stantec will quickly incorporate any changes into the PS&E package to create the 100% submittal. At this time, Stantec will sign the plans and special provisions.

Task 6: Caltrans Coordination Meetings

Throughout the project, Stantec will be available for coordination with Caltrans. We assume that the County will remain the primary point of contact with Caltrans; however, we have allocated time in this proposal for the necessary technical support and coordination from Stantec. For purposes of this proposal, we have assumed 5 meetings to be attended by Derek Rapp and Buddy Hain, P.E. We have included one hour of preparation time for each meeting, as well as minor support from our Engineer-In-Training staff for exhibit preparation if necessary.

Task 7: Project Management and Quality Control

Throughout the project, Buddy Hain will provide project management and will be the County's primary point of contact. He will be responsible for all plan production, and coordination with utility providers and local agencies. Derek Rapp and Brianna Daniels will be the Quality Control Managers, and will be reviewing the design, plans, and specifications for conformance with the project development documents, Caltrans requirements and the standard of care.

SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:

1. Reimbursable expenses, such as photocopies, postage, shipping/delivery, mileage, prints, maps/documents.
2. Governmental and public agency fees, cost of bonds and taxes.
3. County/Caltrans Agreement preparation or execution.
4. Encroachment permit application and processing
5. Right of way appraisal maps and right of way engineering.
6. Storm Water Data Report
7. Hazardous substance identification and mapping.
8. Subsurface utility research, potholing, and mapping.
9. Construction surveying.
10. Record of Survey Map preparation.
11. Environmental permitting, applications, and reports.



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Reference: U.S. Highway 101/Clark Avenue PS&E Engineering Services Proposal

12. Value analysis per LAPM Chapter 12, Section 12.5. It is assumed that this will be incorporated into our design process, and no formal procedure is anticipated.
13. Coordination with environmental consultant.
14. Ramp Meter analysis and design.
15. Electrical engineering.
16. Landscaping and Irrigation Plans
17. Services by consultants other than Stantec.
18. Services beyond those described in the above scope of work.

PROPOSED FEE AND METHOD OF PAYMENT

Our proposed services will be performed on a time and materials, not to exceed basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical and clerical support services provided by Stantec. "Materials" include all reimbursable expenses, such as photocopies, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees.

<i>Task 1: Supplemental Survey and Right of Way Mapping</i>	\$19,960
<i>Task 2: 30% PS&E Submittal</i>	\$13,160
<i>Task 3: 60% PS&E Submittal</i>	\$56,918
<i>Task 4: 95% PS&E Submittal</i>	\$29,340
<i>Task 5: Final PS&E Submittal</i>	\$24,304
<i>Task 6: Caltrans Coordination Meetings</i>	\$5,985
<i>Task 7: Project Management and Quality Control</i>	\$12,330
<i>Task 8: Geotechnical Report (proposal attached)</i>	\$11,000
<i>Reimbursables</i>	\$2,835
TOTAL	\$175,832

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services will be **\$175,832.00**, including reimbursable expenses. Our charges will not exceed the above fee estimate without your prior authorization. We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. During the performance of our services, the need for additional or expanded services may be determined. We will make every reasonable effort to keep you informed of our progress and costs incurred.

ADDITIONAL SERVICES

Services performed outside the scope of this agreement require written approval prior to performance of the work. Design changes by Owner/Client or designee after the start of design shall be considered additional services. Any work requested by Owner/Client that is outside the

Design with community in mind



January 24, 2017
Walter Rubalcava
Page 7 of 7

Reference: U.S. Highway 101/Clark Avenue PS&E Engineering Services Proposal

scope of this agreement will be identified by Stantec as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Stantec's Billing Rate Schedule currently in effect.

TIME OF PERFORMANCE

Based on our knowledge of the project, we have resources available immediately to begin the design effort. We understand that the County has funding sources that will expire if they are not authorized for construction by June 2017. Based on this information, we have targeted an initial submittal date of March 17, 2017 and the final submittal by May 19, 2017.

AUTHORIZATION

Should you require additional information or wish to discuss this proposal further, please give one of us a call. Upon your approval, we understand that this will be presented to the County Board of Supervisors on January 10, 2017 for final approval and issuance of a County contract.

Thank you for considering Stantec for this project.

Very truly yours,

STANTEC

A handwritten signature in blue ink, appearing to read 'Brianna M. Daniels'.

Brianna M. Daniels, P.E.
Principal
(805) 588-3170
Brianna.daniels@stantec.com

A handwritten signature in blue ink, appearing to read 'Derek B. Rapp'.

Derek B. Rapp, T.E.
Principal
(805) 770-0205
Derek.rapp@stantec.com



January 19, 2017

Mr. Buddy Hain, PE
Stantec
2646 Santa Maria Way Suite 107
Santa Maria, California 93455-1776

PROJECT: HIGHWAY 101 AND CLARK AVENUE INTERCHANGE UPGRADE
ORCUTT AREA OF SANTA BARBARA, CALIFORNIA

SUBJECT: Proposal for a Geotechnical Engineering Report

Dear Mr. Hain:

In accordance with your request, this proposal was prepared to estimate fees to provide a geotechnical engineering report for the planned Highway 101 and Clark Avenue Interchange Upgrade project in the Orcutt area of Santa Barbara County, California.

We understand the project will generally consist of the following: 1) the Highway 101 northbound off ramp will be realigned to the west to line up with the existing Highway 101 northbound on ramp; 2) the Highway 101 northbound off ramp will also be widened to add another lane; 3) the Highway 101 northbound on ramp will be widened to provide another lane; and 4) Clark Avenue will be widened to the east of Highway 101 to add a bike lane and two new eastbound left hand turn lanes onto the Highway 101 southbound on ramp.

In preparing this proposal, we have assumed the following: 1) that State of California Prevailing Wage Laws apply to this project; 2) that any Santa Barbara County and/or Caltrans encroachment permits and any associated fees will be provided by the client; 3) that any traffic control plans will be prepared by the client; however, we will supply the traffic control subcontractor 4) the borings through HMA pavement, aggregate base, and into the underlying soils can be backfilled with on-site soil materials; and 5) the bore holes through the pavement can be patched with cold AC. We recommend that the controlling authorities for the project review our assumptions to determine if they are acceptable, or if there are additional items that need to be covered by this proposal so an adjustment in fees can be made.

SCOPE OF SERVICES

Subsurface Investigation, Laboratory Analysis, and Report. To evaluate the shallow subsurface soil conditions, we plan to drill four borings to an approximate depth of 5 feet below the existing ground surface, as conditions allow, at the locations shown on the



attached plans. The borings will be drilled with a Mobile Drill Rig, Model B-53 equipped with a 6-inch diameter hollow stem auger and an automatic trip hammer for sampling. Soils will be classified in general accordance with the Unified Soil Classification System (ASTM D 2488-09a). Copies of the boring logs will be included in the geotechnical engineering report.

Bulk soil samples will be obtained for testing in the laboratory to determine physical properties such as grain-size analysis and R-value. The final determination of the number and types of tests to be performed will depend upon the subsurface conditions encountered.

The field and laboratory data will be reviewed by a California Registered Geotechnical Engineer and evaluated with respect to development of geotechnical criteria for site development. The following items will be addressed:

- Soil and groundwater conditions encountered
- Preparation of improvement areas prior to site grading
- Grading and backfill criteria
- Slope stability conditions
- Existing pavement sections
- Total and differential settlement
- Site drainage around improvements

The geotechnical engineering and engineering report and recommendations will be intended to comply with the considerations of the 2016 Edition of the California Building Code (CBC) and common soils engineering practice. It is our intent that the report will be used exclusively by the client to form the geotechnical basis of the design of the project and in the preparation of plans and specifications. Application beyond this intent is strictly at the user's risk. If future architects/engineers wish to use this report, such use will be allowed to the extent the report is applicable, only if the user agrees to be bound by the same contractual conditions of the original client or contractual conditions that may be applicable at the time of the report use.

Soil Corrosivity Evaluation. In addition to the above scope of work, we can test and evaluate soil samples for corrosivity to concrete, ferrous metals and copper for determination (by others) of appropriate corrosion protection measures. The CBC requires that corrosivity be addressed at some point during the project for structures and improvements that are under their jurisdiction. The testing and evaluation will be subcontracted to Cerco Analytical of Concord, California. This testing and evaluation is listed as a separate item, as the decision to perform this work at this time is left to the client.

Based on the scope of work outlined previously, we propose to provide our services on a Fixed Fee basis. Fees to be charged will be as follows:



FEES

Geotechnical Engineering Report	\$ 11,000.00
Soil Corrosivity Evaluation (optional)	\$ 800.00
Retainer, required to initiate work (Balance due upon receipt of invoice)	\$ 3,000.00

CONDITIONS

Please note that the above fee quotations are fees that do not include charges for meetings, plan reviews, infiltration tests, percolation tests, design of drainage disposal systems, evaluation of the site for drainage disposal suitability, consultation, report revisions to address changes in design or other such services. Fees for additional services will be charged at the Fee Schedule in effect at the time of the request for services. The fee quotations assume that the client will be responsible for access of truck-mounted drilling equipment and that the Mobile Model B-53 drill rig can perform the work. If this is not the case, an adjustment in fees to utilize other methods will be needed. Based upon our current workload, we anticipate that the supervising engineer for the project will be the undersigned

Should unforeseeable subsurface conditions require a different approach or additional work, this fee quotation may need to be revised. We would notify the client of any major changes in the proposed scope of work prior to initiating such a change. Prior to field operations, Underground Service Alert (USA) will be contacted to locate utilities that fall within their jurisdiction. However, responsibility for accurate location of underground utilities lies with the client and Earth Systems Pacific shall not be held responsible for damage resulting from the client's failure to provide such information. The borings will be backfilled with soil materials and pavement will be patch with cold asphalt. Repair of damaged surface or subsurface improvements, landscaping, riparian growth, etc. will not be the responsibility of this firm.

Analysis of the soil for chemical properties (other than the geotechnical corrosivity evaluation if elected to perform) including hydrocarbons, lead, radon, etc.; mold potential; estimates of material shrinkage; construction issues within the domain of the contractor, and any other services not specifically noted in the preceding paragraphs are beyond the scope of the proposed investigation.

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.



DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	6/18/2016	6/30/2017

*Professional Corporation License Number assigned by DIR March 27, 2015

If the client finds the scope of work, terms, and estimated fees satisfactory, the return of the attached Work Order indicating the legal entity that will be our client, signed and dated by the party responsible for payment, will constitute authorization for work to begin. Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the attached SB 854 DIR and eCPR Compliance Information Request form and return to our office at your earliest convenience. This agreement can be terminated by either party upon notification in writing. Earth Systems Pacific's responsibility for the project will end upon completion of the services described herein or termination of the agreement, unless authorization to perform additional work and agreement for payment thereof is provided by the client.

Thank you for your consideration of our firm for this project. If you have any questions or require additional information, please contact the undersigned at your convenience.

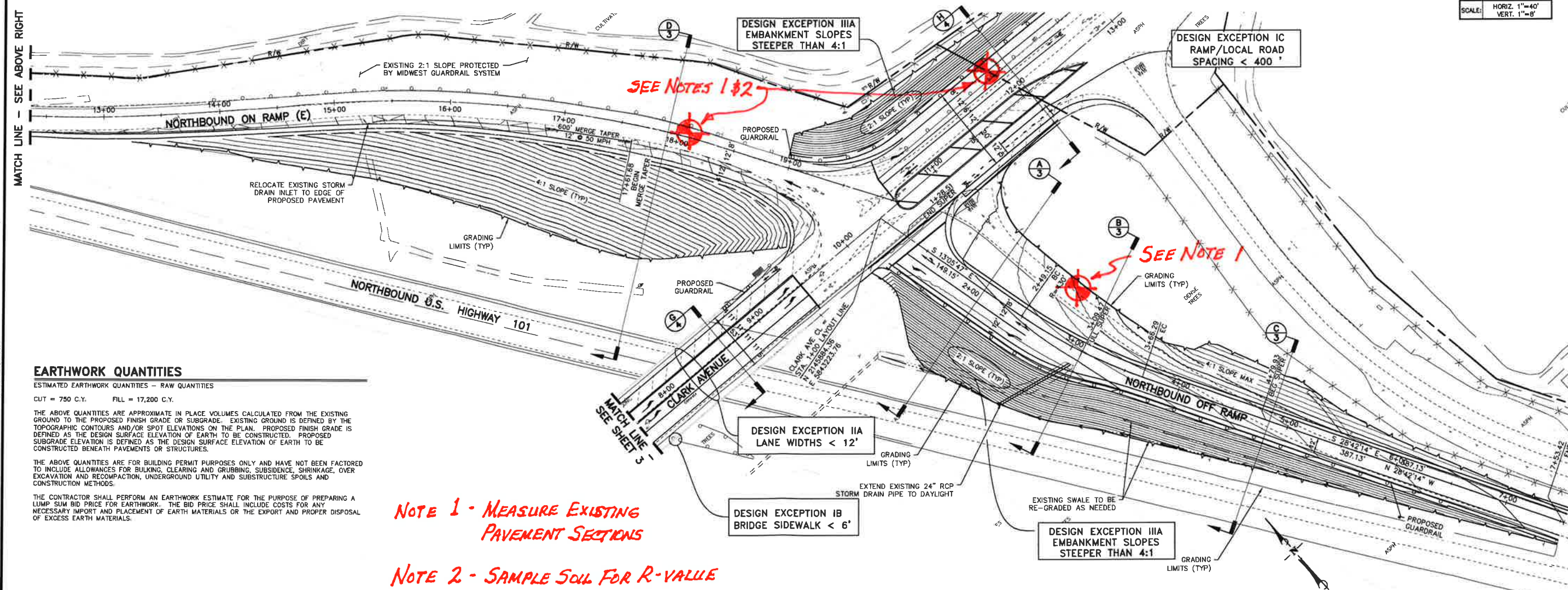
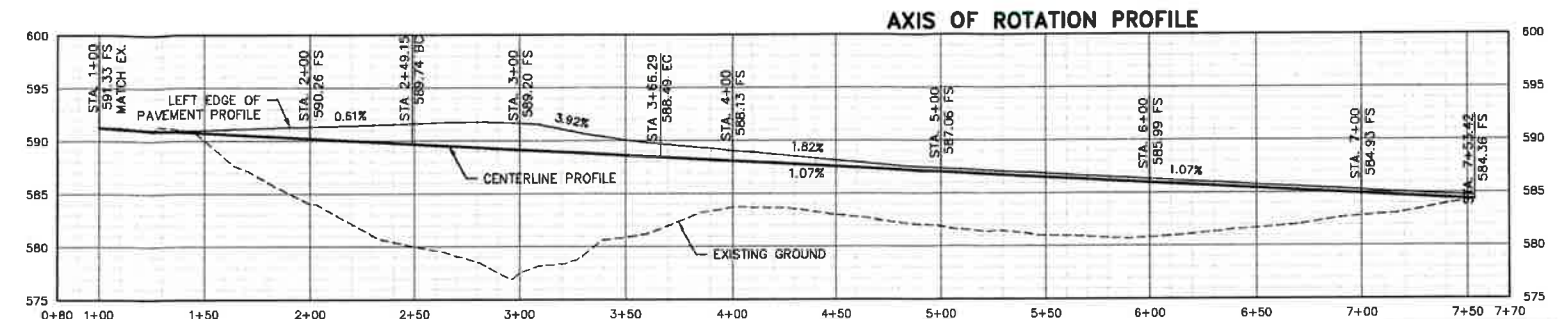
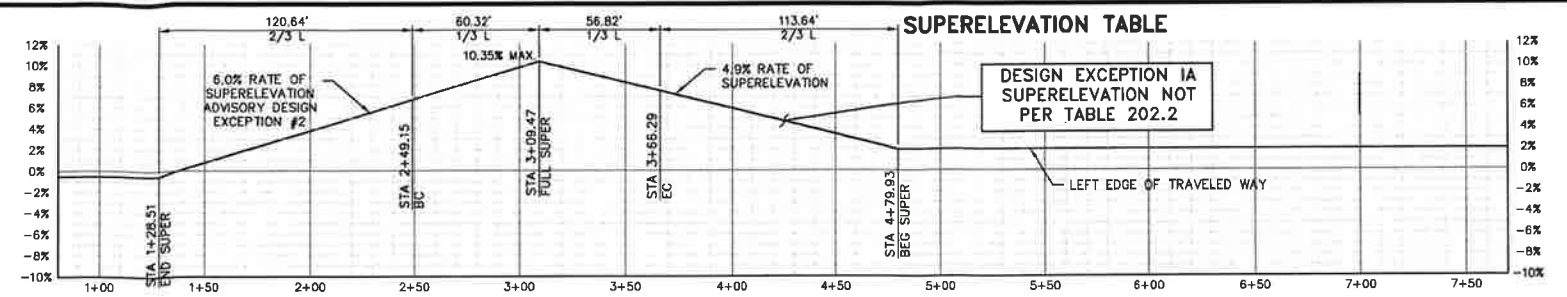
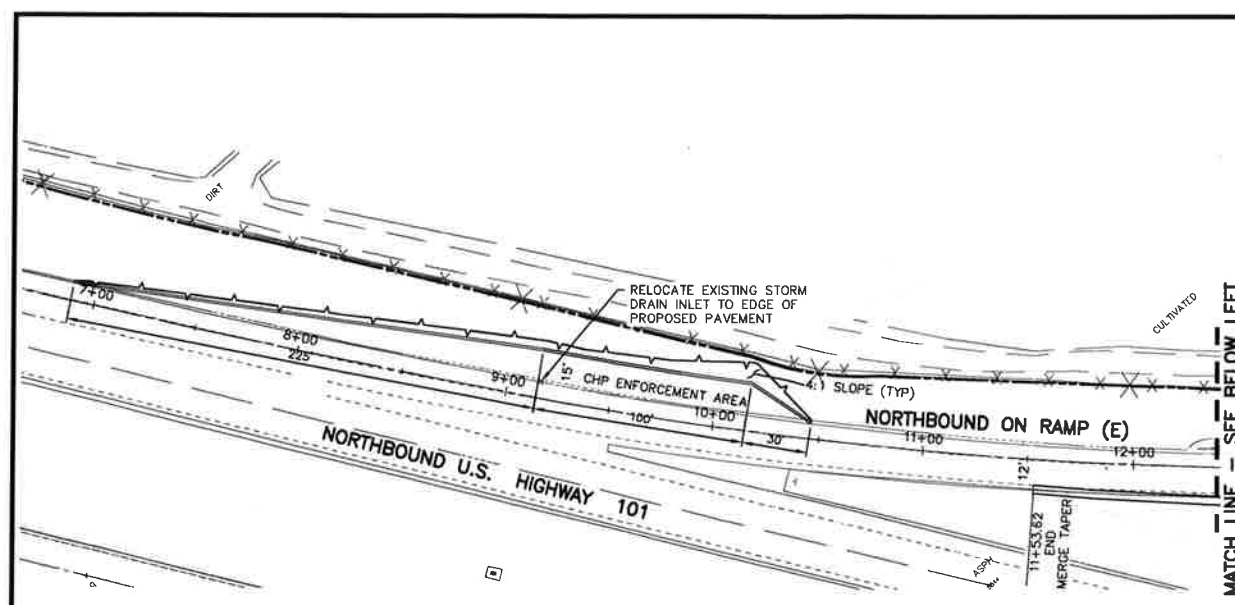
Sincerely,

Earth Systems Pacific

Doug Dunham, GE 2586
Vice President

Attachments: Attachment B Exhibits 1 (Sheet 1 of 4) and 2 (Sheet 2 of 4)
Work Order and Terms
SB 854 DIR and eCPR Compliance Information Request

Doc. No.: 1701-020.PRP/In



EARTHWORK QUANTITIES
 ESTIMATED EARTHWORK QUANTITIES - RAW QUANTITIES
 CUT = 750 C.Y. FILL = 17,200 C.Y.

THE ABOVE QUANTITIES ARE APPROXIMATE IN PLACE VOLUMES CALCULATED FROM THE EXISTING GROUND TO THE PROPOSED FINISH GRADE OR SUBGRADE. EXISTING GROUND IS DEFINED BY THE TOPOGRAPHIC CONTOURS AND/OR SPOT ELEVATIONS ON THE PLAN. PROPOSED FINISH GRADE IS DEFINED AS THE DESIGN SURFACE ELEVATION OF EARTH TO BE CONSTRUCTED. PROPOSED SUBGRADE ELEVATION IS DEFINED AS THE DESIGN SURFACE ELEVATION OF EARTH TO BE CONSTRUCTED BENEATH PAVEMENTS OR STRUCTURES.

THE ABOVE QUANTITIES ARE FOR BUILDING PERMIT PURPOSES ONLY AND HAVE NOT BEEN FACTORED TO INCLUDE ALLOWANCES FOR BULKING, CLEARING AND GRUBBING, SUBSIDENCE, SHRINKAGE, OVER EXCAVATION AND RECOMPACTION, UNDERGROUND UTILITY AND SUBSTRUCTURE SPOILS AND CONSTRUCTION METHODS.

THE CONTRACTOR SHALL PERFORM AN EARTHWORK ESTIMATE FOR THE PURPOSE OF PREPARING A LUMP SUM BID PRICE FOR EARTHWORK. THE BID PRICE SHALL INCLUDE COSTS FOR ANY NECESSARY IMPORT AND PLACEMENT OF EARTH MATERIALS OR THE EXPORT AND PROPER DISPOSAL OF EXCESS EARTH MATERIALS.

NOTE 1 - MEASURE EXISTING PAVEMENT SECTIONS

NOTE 2 - SAMPLE SOIL FOR R-VALUE

FOR REDUCED PLANS
 ORIGINAL SCALE IN INCHES

NO.	DATE	REVISIONS	APPD.

Stantec
 111 East Victoria Street,
 Santa Barbara, CA 93101
 Phone: (805) 963-9532

DESIGN: JDU/DBR CHECKED: _____
 BRIANNA DANIELS DATE: _____
 PROJECT ENGINEER
 R.C.E. 66820



CALTRANS
 REVIEWED BY: _____
 SIGNATURE _____ DATE _____

SCALE: 1"=40'

PRELIMINARY

U.S. 101/CLARK AVENUE
 NORTHBOUND ON RAMP AND OFF RAMP
 PLAN AND PROFILE

ATTACHMENT B
 EXHIBIT 1

STANTEC PROJECT NO.
 2064019587

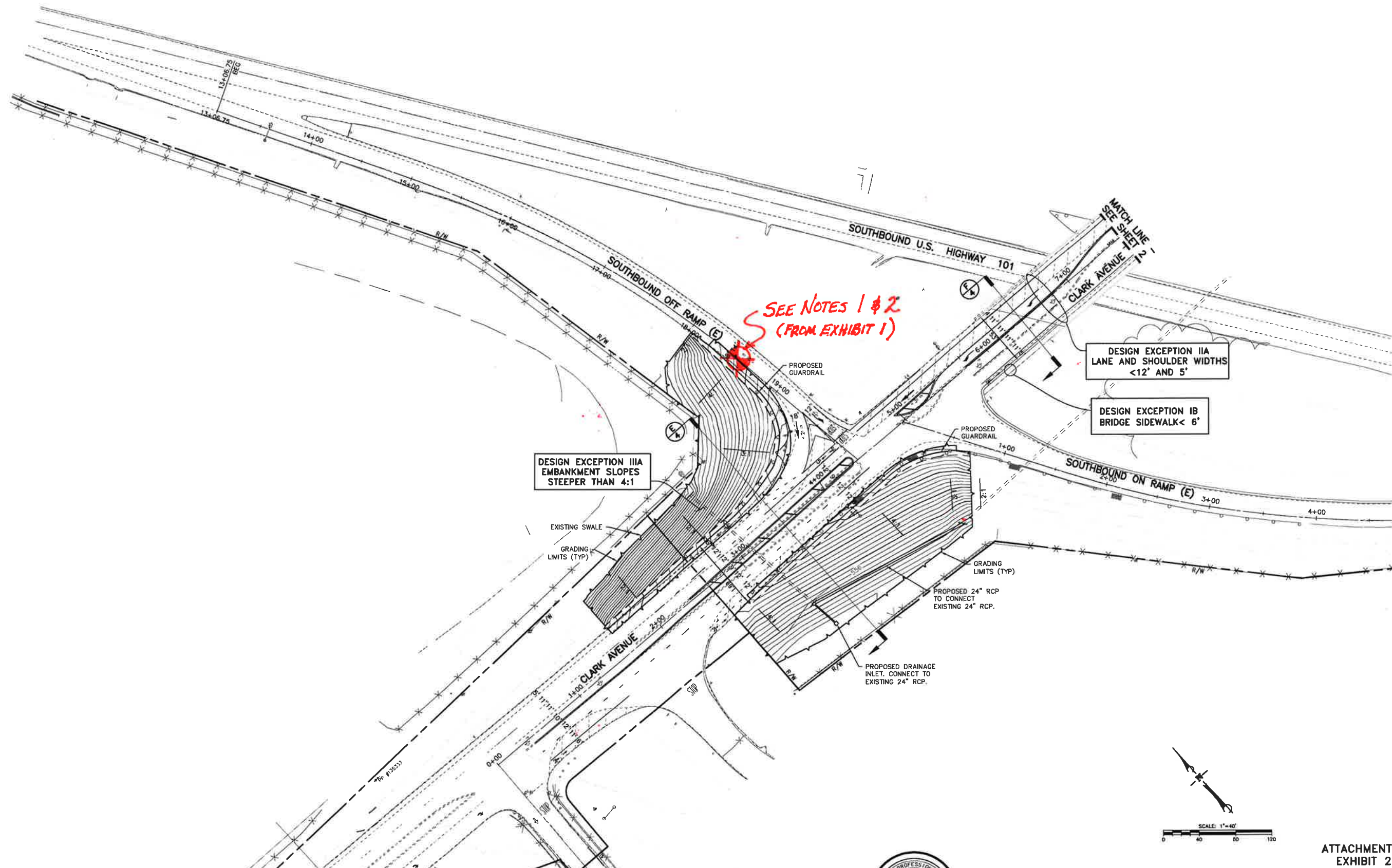
SHEET
 1 OF 4

PLAN DATE
 SEPT. 16, 2016

36-ENG SAVE DATE: 9/29/2016 11:18:15 AM PLOT BY: Rapp, Derek PLOT DATE: 9/29/2016 2:57:44 PM PLOT SCALE: 1:2.58

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36-ENC SAVE DATE: 9/29/2016 11:18:15 AM PLOT BY: Ropp, Derek PLOT DATE: 9/29/2016 2:58:26 PM PLOT SCALE: 1:2.58



SEE NOTES 1 & 2
(FROM EXHIBIT 1)

DESIGN EXCEPTION IIIA
EMBANKMENT SLOPES
STEEPER THAN 4:1

DESIGN EXCEPTION IIA
LANE AND SHOULDER WIDTHS
< 12' AND 5'

DESIGN EXCEPTION IB
BRIDGE SIDEWALK < 6'



FOR REDUCED PLANS
ORIGINAL SCALE IN INCHES

NO.	DATE	REVISIONS	APPD.

Stantec
111 East Victoria Street,
Santa Barbara, CA 93101
Phone: (805) 963-9532

DESIGN: DBR CHECKED: _____
PROJECT ENGINEER: BRIANNA DANIELS DATE: _____
R.C.E. 06820



CALTRANS
REVIEWED BY: _____
SIGNATURE: _____ DATE: _____

PRELIMINARY

U.S. 101 / CLARK AVENUE
SOUTHBOUND ON AND OFF RAMP
PLAN AND PROFILE

ORCUTT, COUNTY OF SANTA BARBARA

ATTACHMENT B
EXHIBIT 2

STANTEC PROJECT NO. 2064019587
SHEET 2 OF 4
PLAN DATE SEPT. 16, 2016

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WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

Date: January 19, 2017 **Doc. Number:** 1701-020.PRP

Name of Project: HIGHWAY 101 AND CLARK AVENUE INTERCHANGE UPGRADE

Initiated by: Mr. Doug Dunham

Client Name: Mr. Buddy Hain, PE, Stantec

Client Address: 2646 Santa Maria Way, Suite 107, Santa Maria, California 93455-1776

Location of Project: Highway 101 and Clark Avenue in the Orcutt Area of Santa Barbara County, California

Scope of Services: Geotechnical Engineering Report

Fees to be Charged: \$ 11,000.00 Per Proposal dated January 19, 2017*

\$ 800.00 Soil Corrosivity Evaluation (optional, see box)



-----**CLIENT TO INITIAL IF THE SOIL CORROSIVITY EVALUATION IS AUTHORIZED**

I HAVE READ AND AGREE TO ALL TERMS OF THIS DOCUMENT, INCLUDING THE ATTACHED TERMS FOR SERVICES (2/2015).

AGREED TO AND ACCEPTED:

Earth Systems Pacific

DIR Public Works Registration No. 1000003643

Doug Dunham

Doug Dunham, GE 2586
Executive Vice President

January 19, 2017

Date

PLEASE RETURN A SIGNED COPY TO EARTH SYSTEMS PACIFIC

Stantec

Client (Party responsible for payment)

by Authorized Representative (please print)

Signature and Title

Date

Telephone Number

Email Address

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

Name: _____

Address: _____

* Rates are subject to change due to changes in Prevailing Wage Law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the Client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's Wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to Prevailing Wage is determined not to be subject to Prevailing Wage, no refund of fees will be given.

TERMS FOR SERVICES

1. INVESTIGATION, MONITORING & INSPECTION If the services include monitoring or inspection of soil, construction and/or materials, Client shall authorize and pay for Consultant to provide sufficient observation and professional inspection to permit Consultant to form opinions according to accepted statistical sampling methods as to whether the work has been performed in accordance with recommendations. Such opinions, while statistically valid, do not guaranty uniformity of conditions or materials. Similarly, soils and geology investigations do not guaranty uniformity of subsurface conditions. Client hereby represents and warrants that it has provided and shall provide to Consultant all information and sufficient advance notice necessary in order for Consultant to perform the appropriate level of services. No statement or action of Consultant can relieve Client's contractors of their obligation to perform their work properly. Consultant has no authority to stop the work of others.

2. SITE ACCESS & UTILITIES Client has sole responsibility for securing site access and locating utilities.

3. BILLING AND PAYMENT Client will pay Consultant the proposal amount or, if none is stated, according to the fee schedule attached to the proposal. Payment is due on presentation of invoices, and is delinquent if Consultant has not received payment within thirty (30) days from date of an invoice. Client will pay an additional charge of 1 1/2 (1.5) percent per month (or the maximum percentage allowed by law, whichever is lower) on any delinquent amount, excepting any portion of the invoiced amount that is disputed in good faith. Each payment will first be applied to accrued interest, costs and fees and then to the principal unpaid amount. All time spent and expenses incurred (including any in-house or outside attorney's fees) in connection with collection of any delinquent amount will be paid by the Client to Consultant per Consultant's current fee schedule. Services to be performed by Consultant hereunder which are not set forth in this proposal and/or Work order are additional services. Any additional services provided by Consultant shall be subject to the terms of this contract and charged per Consultant's current fee schedule.

4. OWNERSHIP OF DOCUMENTS Consultant owns all documents it creates and grants Client limited license to use the documents for the purposes stated in the documents. Consultant reserves the right to withhold delivery of documents to Client until payment in full of current invoices has been received.

5. TERMINATION This agreement may be terminated by either party effective 7 days from the date of written notice, or if the client suspends the work for three (3) months. In the event of termination, Consultant will be paid for services performed prior to the date of termination plus reasonable termination expenses. If Consultant has not received payment for any invoice within 30 days from the date of the invoice, or in the event of anticipatory breach by Client, Consultant may suspend performance of its services immediately and may terminate this contract.

6. RISK ALLOCATION In order for Client to obtain the benefit of a fee which includes a lesser allowance for compensating Consultant for its litigation risk, Client agrees to indemnify, hold harmless and defend Consultant, its agents, employees, or officers, from and against any and all loss, claim, expenses, including attorney's fees, injury, damages, liability or costs arising out of non-design services (i.e., services other than as defined by Civil Code Section 2784) performed by Consultant on this project, except where such loss injury, damage, liability, cost, expenses or claims are the result of the sole negligence or willful misconduct of Consultant. Regarding any loss due to the negligence or willful misconduct of Consultant, or any loss due to design defects, Client agrees to limit the total aggregate liability of Consultant, its agents, employees, and officers to Client, and to all construction contractors and subcontractors on the entire project, to the greater of \$25,000.00 or total fees charged by Consultant. Client further agrees to require of the contractor and his subcontractors an identical limitation of Consultant's liability for damage suffered by the contractor or the subcontractor arising from any alleged breach or negligence of Consultant. You should consult with an attorney experienced in construction contracts and litigation regarding this provision.

7. HAZARDOUS MATERIALS Consultant is responsible only for hazardous materials brought by Consultant onto the site. Client retains ownership and responsibility in all respects for other hazardous materials and associated damage.

8. ASSIGNS AND THIRD PARTIES Neither the client nor Consultant may delegate, assign or transfer his duties or rights in this Agreement without the written consent of the other party. This Agreement is intended only to benefit of the parties hereto. No person who is not a signatory to this agreement shall have any rights hereunder to rely on this contract or on any of Consultant's services or reports without the express written authorization of Consultant.

9. GOVERNING LAW, SURVIVAL AND FORUM SELECTION The contract shall be governed by laws of the Federal Government. If any of the provisions contained in this agreement are held invalid, the enforceability of the remaining provisions will not be impaired. Limitations of liability, indemnities, representations and warranties by Client will survive termination of this agreement. The signatories represent and warrant that they are authorized by the entities on whose behalf they sign to enter into this contract and that their principals have filed fictitious business name statements, if required. All disputes between Consultant and client related to this agreement will be submitted to the court of the county where Consultant's principal place of business is located and client waives the right to remove the action to any other county or judicial jurisdiction.



SB 854 DIR and eCPR Compliance Information Request

Thank you for this opportunity to be of service on your public works project. To allow us to comply with the DIR and eCPR requirements in a timely manner, please complete and return this form to Earth Systems.

Client's Project Name (Required)	Highway 101 and Clark Avenue Interchange Upgrade
DIR Project ID (Required)	
Project No. (Optional)	
Contract ID (Optional)	
Awarding Body ID (Optional)	

For your convenience, below is Earth Systems' DIR registration information.

Earth Systems' Legal Name	Earth Systems Pacific
DIR Registration No.	1000003643
County	San Luis Obispo
Earth Systems' Trade Name	Earth Systems Pacific

For internal use by Earth Systems.

Earth Systems' Project No.	
Earth Systems' Start Date	

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid up to a base contract amount, including cost reimbursements, not to exceed \$175,832, and if authorized by COUNTY in accordance with Section B herein up to an additional \$17,583 including reimbursements, for a total contract amount up to and not to exceed \$193,415.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement. The total amount of this contingency fund is up to but may not exceed \$17,583.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- D. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance Coverage
shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

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

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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