



BOARD OF SUPERVISORS
AGENDA LETTER

Agenda Number:

A-9



Clerk of the Board of Supervisors
105 E. Anapamu Street, Suite 407
Santa Barbara, CA 93101
(805) 568-2240

Department Name: Parks
Department No.: 052
For Agenda Of: February 9, 2010
Placement: Administrative
Estimated Tme:
Continued Item: No
If Yes, date from:
Vote Required: Majority

TO: Board of Supervisors

FROM: Department Daniel C. Hernandez, Director of Parks *DCH*
Director 568-2475

Contact Info: Erik Axelson, AICP, Deputy Director of Parks
568-5651

SUBJECT: Goleta Beach Sand Replenishment Project – Project No. 8598; Second District

County Counsel Concurrence

As to form: Yes

Auditor-Controller Concurrence

As to form: Yes

Other Concurrence: Risk Management

As to form: Yes

Recommended Actions:

- A. Approve the contract with Penfield & Smith a local consultant, for construction services management of the Goleta Beach Sand Replenishment Project in the amount of \$185,308.00.
- B. Approve the plans and specifications for the construction of Goleta Beach Sand Replenishment, Project No. 8598.
- C. Award AIS of Carpinteria (local vendor) the lowest responsible bidder, the construction contract in the amount of \$1,578,000.00 subject to the provisions of documents and certifications as set forth in the plans and specifications applicable to the project, as required under California law.
- D. Approve and authorize Chair to execute the construction contract upon return of the contractor's executed contract documents, and the review and approval of the County Counsel, Auditor-Controller and Risk Manager or their authorized representatives.

Summary Text:

This project involves the excavation and dredging of approximately 48,000 cubic yards of beach quality, recently deposited sand from the west beach area of Santa Barbara Harbor, transporting the sand to Goleta Beach and depositing it over a 1,700 foot long length of Goleta Beach to restore the beach to its

Goleta Beach and depositing it over a 1,700 foot long length of Goleta Beach to restore the beach to its pre-2005 storm condition. The project requires that the recently deposited sand be removed from the donor site using land and water based equipment, transported to the replenishment site, unloaded and evenly distributed to rough grade over the beach receiver site at Goleta Beach.

Background:

In August 2005, after the January 2005 winter storm, FEMA approved a disaster relief grant for the County to replenish Goleta Beach in the amount of \$1,605,000. Due to the need to execute the project before the FEMA extension for the 2005 disaster funding expires on March 31, 2010, it was necessary to advertise the project immediately, such that the Board could consider the project and award the contract with enough time to implement the sand replenishment prior to the expiration of the FEMA time extension for disaster recovery work.

All work will be performed in accordance with the Beach Erosion Authority for Clean Oceans and Nourishment (BEACON), South Central Coast Beach Enhancement Program (SCCBEP), and all permits associated therewith, including permits from the California Coastal Commission (CCC), Army Corps of Engineers (ACOE), State Lands Commission (SLC), US Fish and Wildlife (USFW) and the County.

BEACON (Beach Erosion Authority for Clean Oceans and Nourishment) acted as lead agency for purposes of CEQA analysis of the project. A Mitigated Negative Declaration was prepared and adopted by BEACON. On May 7, 2003, the County Planning Commission, acting as the responsible agency under Section 15096 considered the effects of the project, made the required CEQA findings under Section 15091, considered the Mitigated Negative Declaration and its April 17, 2003, addendum, and adopted a mitigation monitoring program which is set forth in the conditions of approval.

All permitting agencies considered the impacts of the project identified in this Mitigated Negative Declaration in approving the permits for the project. BEACON filed the Mitigated Negative Declaration with the State Clearinghouse, Filing Number 2001031129. A Notice of Determination was received by the State Clearinghouse on April 29, 2005.

On January 11 and January 18, 2010, the notice for advertising of bids was published in the Santa Barbara News Press. Two bids were submitted for the project. The process followed for the solicitation of bids complies with FEMA and Cal-EMA requirements for public bidding.

Bids were opened on Monday, January 25, 2010. At bid opening, the low bidder was AIS Construction of Carpinteria, a local contractor, with a \$1,578,000 bid. AIS Construction has previously performed extensive work with the Public Works and Transportation departments. The second bidder was Cushman Construction with a \$2,370,000 bid. Federal and state procurement policies for public bidding were followed. County Parks' recommends that the bid from AIS Construction be accepted and the contract awarded.

This project is within the approved Fiscal Year 2009 – 2014 Capital Improvement Program and is located on page B-81 under "Goleta Beach Park Long Term Protection Plan."

History:

In January of 2005, the Winter Storms caused \$15,000,000 of FEMA approved reimbursement to the County, with \$1,605,000 being awarded to replace the lost sand at Goleta Beach. The Board of Supervisors first sought approval from the California Coastal Commission for a Hazard Mitigation Project but was denied. The process took 3.8 years of time away from the beach sand replenishment project. After the County was denied any permitting opportunities from the CCC, County Parks worked with Public Works Department Disaster Recovery manager to complete the beach replenishment project. The project continued to be eligible for the sand replenishment and could go forward as approved by FEMA. To keep the project moving, Parks negotiated a purchase of 13,767 cubic yards of sand from Flood Control from their Goleta Slough annual maintenance project and to delivered the sand at the west side of Goleta Beach, using the surf to deliver the sand to the entire beach as part of the replenishment. Now, with FEMA approval, the final phases of the sand replenishment project will deliver an additional 48,000 cubic yards of sand at the west end of the beach as described in the contract.

In July 2009, the California Coastal Commission denied the Goleta Beach Sand Replenishment project any permitting for any hazard mitigation projects. The County was granted a time extension to March 31, 2010 to complete this project. In order to complete the project prior to the March 31, 2010 date County Parks has (1) hired Penfield & Smith to manage the project which includes all environmental notices, testing and reviews, (2) developed a scope of work to match the approved grant, (3) worked with Flood Control to have 13,767 cubic-yards of beach compatible sand delivered to Goleta Beach as part of the scope of work (4) recommends award of the project to the lowest responsible bidder which is AIS Construction, a local vendor. All applicable requirements of the Public Contract Code were complied with. The bid process was conducted following all other County procurement procedures in that notices for bids were published according to the federal and state contract procedures and any and all information for bid was coordinated through Public Works contract administrators, Penfield & Smith, and County Parks; and on January 25, 2010, the sealed bids were opened and read aloud at 123 East Anapamu Street, city of Santa Barbara, with two bids being opened.

Fiscal and Facilities Impacts: Short term impacts to facilities from this action will impact operations on the west end parking lot and the beach at the west end of the park for approximately three weeks, due to sand replenishment and construction activities.

Budgeted: Yes

Fiscal Analysis:

<u>Funding Sources</u>	<u>Current FY Cost:</u>	<u>Annualized On-going Cost:</u>	<u>Total One-Time Project Cost</u>
Cal-EMA	401,250		\$401,250
FEMA	1,203,750		\$1,203,750
Parks CIP - Designation	<u>158,308</u>		<u>\$158,308</u>
Total	1,763,308		\$1,763,308

Narrative:

Because this is a FEMA Public Assistance funded project, the total cost for the replenishment will be claimed from FEMA. Full reimbursement from the federal and state agencies is expected. This project will be funded from the following existing approved sources; FEMA/ Cal-EMA 2005 Disaster Relief

Subject: Goleta Beach Sand Replenishment Project – Second District
Agenda Date: February 9th, 2010
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Fund \$1,605,000.00. Funding is on a reimbursement basis, 25% from Cal-EMA and 75% from FEMA and from Parks Designation Account \$158,308.

Staffing Impacts:

Legal Positions:
N/A

FTEs:
N/A

Special Instructions:

County Parks will provide the executed contract(s) to the Clerk of the Board for Chair signature. Clerk of the Board to provide a copy of the executed construction contract and consulting contract and the minute order(s) to County Parks; attn. Juan M. Beltranena.

Authored by: Juan M. Beltranena, 568-2470.

Attachments: Contract agreements

Contract Summary Form:

Contract Number : BC 10-103

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See *"online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.*

D1. Fiscal Year : FY 2009-10
D2. Budget Unit Number (*plus -Ship/-Bill codes in paren's*) :
D3. Requisition Number :
D4. Department Name : Parks
D5. Contact Person : Erik Axelson
D6. Phone : 805 568-5651

K1. Contract Type (*check one*): ☐ Personal Service ☒ Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : Project Management and Construction management for the
Goleta Beach Sand Replenishment Project
K3. Original Contract Amount : \$185,308.00
K4. Contract Begin Date : Upon BOS approval
K5. Original Contract End Date : 6/30/2010
K6. Amendment History (*leave blank if no prior amendments*):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
			\$	\$		\$		

K7. Department Project Number : D 42035

B1. Is this a Board Contract? (*Yes/No*) : Yes
B2. Number of Workers Displaced (*if any*) : N/A
B3. Number of Competitive Bids (*if any*) : N/A
B4. Lowest Bid Amount (*if bid*) : N/A
B5. If Board waived bids, show Agenda Date :
B6. ... and Agenda Item Number : N/A
B7. Boilerplate Contract Text Unaffected? (*Yes / or cite ¶¶*) : Yes

F1. Encumbrance Transaction Code : 1701
F2. Current Year Encumbrance Amount : \$
F3. Fund Number : 0001
F4. Department Number : 052
F5. Division Number (*if applicable*) : 8700
F6. Account Number : 8598
F7. Cost Center number (*if applicable*) : N/A
F8. Payment Terms : Net 30

V1. Vendor Numbers (*A=uditor; P=urchasing*) :
V2. Payee/Contractor Name : Penfield & Smith
V3. Mailing Address : 111 E. Victoria St.
V4. City State (*two-letter*) Zip (*include +4 if known*) : Santa Barbara, CA 93101
V5. Telephone Number : (805)568-5651
V6. Contractor's Federal Tax ID Number : 95-2088979
V7. Contact Person : Christopher Gabriel P. E.
V8. Workers Comp Insurance Expiration Date : 9/1/2010


V9. Liability Insurance Expiration Date[s] (*G=entl; P=rofl*) :

V10. Professional License Number.....: #C-42125

V11. Verified by (*name of County staff*).....: Juan M. Beltranena

V12. Company Type (*Check one*): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

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

Date : Authorized Signature 

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 Penfield & Smith having its principal place of business 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.

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

1. **DESIGNATED REPRESENTATIVE.** Erik Axelson at phone number (805) 681-5651 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Christopher Gabriel P. E. at phone number (805) 963-9532 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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Erik Axelson, Deputy Director
610 Mission Canyon Rd.
Santa Barbara, CA 93105

To CONTRACTOR: Christopher P. Gabriel P.E.
111 E. Victoria Street
Santa Barbara, CA 93101

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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 upon Board of Supervisors' approval and end performance upon completion, but no later than June 30, 2010 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** 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.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. 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.

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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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 effect any right or remedy which COUNTY may have in law or equity.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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.

18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Penfield & Smith.

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

COUNTY OF SANTA BARBARA

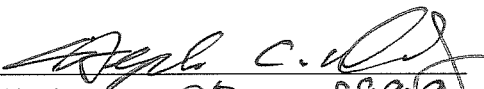
By: _____
Chair, Board of Supervisors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR


By: _____
Deputy

By: , V.P.
TaxID Number: 95-2088919

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
ROBERT W GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO,
RISK PROGRAM ADMINISTRATOR

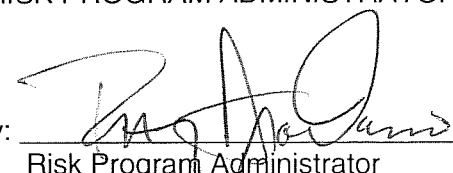
By: 
Risk Program Administrator

EXHIBIT A
STATEMENT OF WORK

See attached proposal from Penfield & Smith dated January 6, 2010: 2005 Storm Damage and Sand replenishment Project – Goleta Beach.

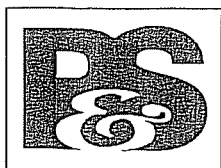
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Penfield & Smith

111 East Victoria Street
Santa Barbara, CA 93101

tel 805-963-9532
fax 805-966-9801

www.penfieldsmith.com

Santa Barbara
Camarillo
Santa Maria
Lancaster

Civil Engineering

Land Surveying

Land Use Planning

Construction
Management & Inspection

Traffic & Transportation
Engineering

Transportation Planning

Structural Engineering

Water Resources
Engineering

GIS

W.O. 19514.03

January 6, 2010

Mr. Erik Axelson
County of Santa Barbara
Parks Department
610 Mission Canyon Road
Santa Barbara CA 93105

**Subject: 2005 Storm Damage Sand Replenishment Project – Goleta Beach
Public Agency Notifications, Sampling, Testing, Bid Document
Preparation, Bid-Phase Assistance & Additional Construction
Management & Inspection Services**

Dear Mr. Axelson,

Thank you for the continued opportunity to serve the Parks Department on this important and urgent project to utilize a FEMA grant to replenish sand at Goleta Beach. This proposal covers work necessary but not addressed in two prior purchase orders, such as preparation of construction documents for pavement repair, professional services during bidding, construction inspection and administration in addition to that previously authorized, post-placement reporting, and continued project management and coordination over the next three months.

This proposal is intended to address tasks necessary for completion of the sand placement in March 2010. It is assumed that post-placement monitoring will be accomplished by others.

BEACH SAND REPLENISHMENT

While the urgent and multi-agency nature of this project makes it difficult to determine all necessary tasks with certainty, we believe the work summarized below will accomplish all professional services through the sand placement phase, except that some of the tasks will be performed by the Flood Control District and/or their consultants.

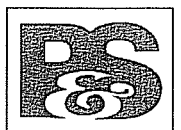
1. Project management, meetings, team coordination and coordination with various County departments and divisions, BEACON, and the City of Santa Barbara. As mentioned previously, this task has turned out to be significantly more involved than initially anticipated, and has involved special efforts by senior P&S staff to assist with sediment sampling and other tasks in order to meet project deadlines.
2. Additional sampling and chemical testing of sand from Goleta Beach by P&S, KLI and Fugro. The analyses were agreed upon in consultation with the Corps of Engineers.

3. Construction documents for repairs to the western-most section of the parking lot, assuming that they will be issued as a change order to an existing contract and not bid separately. Our assumptions for this task are described in greater detail below.
4. Bid-phase assistance to address questions from bidders and prepare a recommendation for award of contract to the Board of Supervisors.
5. Construction Management & Inspection (CM&I) for an additional 8 eight days of work. Eight days of work were contemplated in our original proposal. It is believed that both trucking and dredging operations will occur under one contract and simultaneously, and that the entire operation will last approximately 15 working days. Penfield & Smith anticipates assigning a full-time Senior Inspector and a part time Principal Construction Manager to the project during this time, and we have allocated a total of 17 working days to account for some preparation and close-out. No overtime inspection is anticipated.
6. Post-construction reporting, using data obtained by others (e.g. Coastal Frontiers and Chambers Group), except that a summary report of biologic monitoring will be provided based on information collected by Entrix Corp. as part of this scope of work.

PARKING LOT REPAIR

The Parking Lot repair scope of work encompasses the preparation of plans and specifications package for the rehabilitation of the western-most portion of the parking lot – west of the improvements completed in 2005. This portion of the parking lot has sustained (and will sustain in the future) a high volume of truck trips due to beach sand replenishment projects. Penfield & Smith will prepare a topographic survey of the area to use as a basemap for the parking lot design and plan preparation, take cores and R-value tests of the pavement in the area to determine the existing structural section and subgrade material strength, perform a field assessment of the current condition of the pavement, use this information to formulate a plan for the rehabilitation of the parking lot, and prepare plans and specifications for the work to be performed as follows.

1. Conduct brief meeting to address site constraints, proposed usage and layout, anticipated future truck traffic, and other coordination issues.
2. Provide additional topographic survey to create a basemap that accurately illustrates existing facilities and provides sufficient topographic information to estimate earthwork quantities for proposed site work and identify potential drainage issues that should be addressed during design.
3. Perform a field evaluation of the current pavement condition to use in conjunction with the topographic mapping and structural section coring information to determine an appropriate rehabilitation design for the parking area. During the field evaluation we will also evaluate the current parking lot grading and drainage design to determine if it is properly functioning or if drainage improvements can be made.

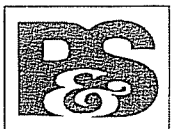


4. In coordination with Fugro West, Inc., perform coring on existing parking area to determine existing asphalt concrete and aggregate base structural section information, and R-value testing of the existing subgrade. For purposes of this proposal, it is assumed that four cores will be taken. If additional materials testing is necessary, it can be added to the scope on a time and materials basis.
5. Coordinate with County staff and utility companies to show locations of existing utilities on plans.
6. Prepare construction drawings for parking area rehabilitation work.
7. Prepare technical specifications for proposed civil improvements.
8. Prepare construction drawings for the pavement markings and geometric layout of the striping for the parking area.
9. Prepare cost estimate based upon the preliminary construction drawings.
10. Prepare a preliminary submittal package for review consisting of construction documents and cost estimate.
11. Attend up to two (2) coordination meetings with County staff to ensure coordination on proposed striping layout, usage requirements, and other coordination issues that may arise.
12. Incorporate County comments into the final construction drawings and specifications.
13. Update cost estimate based upon the final construction drawings.
14. Perform quality control, quality assurance, and project management tasks necessary to maintain project schedule, delivering quality documents on time and within budget.

SERVICES NOT INCLUDED

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

1. Public agency fees.
2. Hydrographic Surveying.
3. Post-placement monitoring to be performed by Chambers Group and/or Coastal Frontiers Corp.
4. Services beyond April 30, 2010.
5. Title company reports, services and fees.
6. Construction staking and other survey services not specifically outlined in the above scope of work.
7. Services by consultants other than P&S other than the testing provided by Fugro West, Inc. included in the scope of work above.
8. Bidding and construction phase services beyond those associated with the sand excavation/dredging/placement contract.
9. Lighting and landscaping design.



Mr. Erik Axelson
County of Santa Barbara
Parks Department
January 6, 2010
Page 4

CLIENT TO PROVIDE

Client or co-consultant at Client's direction shall provide the following items to Penfield & Smith:

- Anticipated number of truck trips and loading information for future heavy vehicle usage
- All applicable design constraints other than topographic and utility constraints (i.e. changes in operation, access, striping, etc.)
- Available existing utility information for the parking area

PROPOSED FEE AND METHOD OF PAYMENT

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

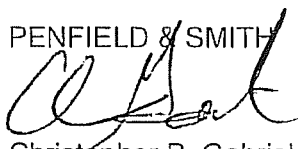
We estimate that our charges for the scope of work described above will amount to approximately exceed **One Hundred Eighty-Five Thousand Three Hundred and Eight Dollars (\$185,308)**. A detailed breakdown of the estimated fee calculation is shown on the attached spreadsheet. During the performance of our services, the need for additional or expanded services may arise. Our charges will not exceed the authorized amount without your prior authorization. We will make every reasonable effort to keep you informed of our progress and costs incurred.

AUTHORIZATION

Should you require additional information or wish to discuss this proposal further, contact me (cpg@penfieldsmith.com, 963-9538 ext. 112). If the proposal is agreeable, please issue the appropriate purchase order, professional services agreement or other suitable written instrument.

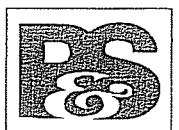
Scheduling of our resources is critical to the success of our projects; therefore, we ask that you respond within 15 days from receipt of this proposal. We appreciate your confidence in Penfield & Smith for this project.

Very truly yours,

PENFIELD & SMITH


Christopher P. Gabriel, P.E.
RCE 42125
Principal Engineer/Construction Manager

Enclosures



(WITH PREVAILING WAGES)

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

[illegible]



3760 Kilroy Airport Way, Suite 600
Long Beach,
CA 90806
(562) 426 9551
Fax: (562) 424 7489

December 4, 2009

Penfield & Smith
111 East Victoria Street
Santa Barbara, CA 93101

Attn: Mr. Christopher Gabriel, Principal Engineer/Construction Manager

Subj: Proposal for Services Related to Goleta Beach Nourishment Project 2.0

Dear Mr. Gabriel:

Moffatt & Nichol (M&N) is pleased to present this proposal to provide the next phase of consulting services for a beach fill project at Goleta Beach County Park and dredging of the Santa Barbara Harbor, as part of the South Central Coast Beach Enhancement Program (SCCBEP). The services include preparation of a Project Notification Report (PNR), incorporation of agency comments into the PNR, support preparation of engineering plans and specifications, preparation of a post discharge shoreline monitoring report, and participation in teleconferences as required.

The PNR is to comply with the SCCBEP regulatory agency permit requirements. M&N has prepared such documents on similar projects, including the previous Goleta Beach SCCBEP project.

Although not responsible for the production of final plans and specifications, under this proposal Moffatt & Nichol would contribute engineering plans and technical specifications to Penfield & Smith for inclusion in the contractor bid documents.

Following construction completion, a post discharge shoreline monitoring report, as required by regulatory agency permits, would be compiled and submitted to the agencies. For other post-discharge reporting, it is assumed that: a) Penfield & Smith would complete the detailed project record (with detailed construction/dredging records, quantities, methods, etc.) to be submitted two months following completion of construction, and b) the biologists would complete the biological monitoring report, to be submitted at two months after completion of construction and after one year of monitoring.

The following paragraphs present our scope of work, fee, and schedule for these services.



SCOPE OF WORK – PHASE II

Task 1 – Prepare Draft and Final Project Notification Reports – M&N would prepare a Draft Project Notification Report (PNR) in compliance with regulatory permits under the BEACON SCCBEP. Included in the PNR would be a summary of all agency permitting requirements, source material information, material removal, transportation and placement, public notification process, pre-, during, and post-project monitoring and a completed source sand minimum criteria acceptability checklist. The Draft PNR would be distributed to the permitting agencies in order to obtain a Notice to Proceed. The agencies include the State Lands Commission, California Coastal Commission, U.S. Army Corps of Engineers, and State Water Board. Their comments would be incorporated into the Final PNR and serve as the basis for their consideration of formal written approvals prior to nourishment activities.

Task 2 – Prepare Engineering Plan Sheet and Technical Specifications for the Beach Fill - Moffatt & Nichol would contribute the plan sheet to the plan set and the technical specifications to the bid package for beach fill component of the project. Electronic files of the data will be submitted to P&S to “drop in” to the plan set and the specifications document.

Task 3 – Prepare Post Discharge Shoreline Report – M&N would prepare the post-discharge shoreline monitoring report as required by the regulatory agency permits. This report, submitted at two months after completion of construction and after one year of monitoring, would include analyses of sand movement, sediment budget, shoreline conditions, beach width / profile changes, nourishment sand fate, and conclusions of the level of success of the nourishment project, to the extent possible.

Task 4 – Attendance at Meetings and Project Management - This task involves participation in weekly teleconference calls over the project design and construction period (assumed to be 10 telecons for two staff persons) at Penfield & Smith's request, as well as financial and schedule management and coordination efforts associated with all project efforts.

ESTIMATED FEE

The Phase II work can be completed for a fee of \$46,400, shown by task in the following matrix, to be billed monthly on a time and materials basis. It is proposed that the approximately \$6,500 budget remaining from Phase I, tasks 1 and 5 be rolled over to offset Phase II fees as shown in the table below.



ESTIMATED PROPOSAL FEE AND HOURS

TASK	FEE	HOURS
1. Prepare Draft and Final Project Notification Reports	\$14,900	104
2. Prepare Beach Fill Plans and Specifications	\$12,700	86
3. Prepare Post-Discharge Shoreline Report	\$11,400	68
4. Attendance at Meetings / Project Management	\$6,900	44
Reimbursable Expenses (postage, copying)	\$500	-
<i>Subtotal</i>	\$46,400	302
<i>Rollover of budget remaining from Phase I, Task 1 (Conceptual Dredge Plan)</i>	<i>(\$3,700)</i>	<i>(23)</i>
<i>Rollover of budget remaining from Phase I, Task 5 (Project Plan)</i>	<i>(\$2,800)</i>	<i>(17)</i>
Total	\$39,900	262

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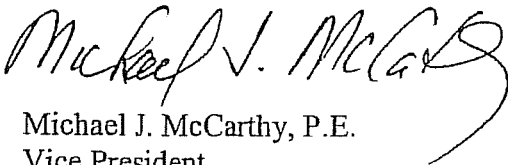
SCHEDULE

The project can be completed to meet the schedule required for construction to be complete by March 15, 2010.

Thank you for the opportunity to assist Penfield & Smith with this project. Please contact me Kim Garvey, or Tonia McMahon at (562) 426-9551 with any questions or comments.

Sincerely,

MOFFATT & NICHOL


Michael J. McCarthy, P.E.
Vice President

**FUGRO WEST, INC.**

December 16, 2009
Project No. 2009.534

211 E. Victoria Street, Suite D
Santa Barbara, California 93101
Tel: (805) 963-4450
Fax: (805) 564-1327

Penfield & Smith Engineers
111 East Victoria Street
Santa Barbara, California 93101

Attention: Mr. Chris Gabriel

Subject: Proposal for Sampling and Testing Services
Parking Lot Rehabilitation
Goleta Beach Beach Nourishment Project
Santa Barbara County, California

Dear Mr. Gabriel:

Fugro is pleased to submit this proposal to provide sampling and testing services on the existing Goleta Beach Parking Lot. We understand that the existing parking lot may need to be rehabilitated as a result of truck traffic associated with the Goleta Beach Beach Nourishment Project. We understand that Penfield and Smith Engineers will perform basic design services for parking lot rehabilitation and we understand that data on the existing pavement structural section is needed to develop plans for the rehabilitation. To provide data on the existing pavement section, Fugro will core the existing parking lot pavement at up to four locations, measure the pavement and base thickness, and collect samples of the existing subgrade soils for R-value testing.

Work Scope. We will subcontract with a coring firm to core the pavement in up to four locations within the existing parking lot. Prior to the coring work, we will coordinate core locations with Penfield and Smith Engineers, mark the core locations in the field, and contact Underground Service Alert to identify/mark existing utilities adjacent to the work.

Fugro will measure the thickness of the existing pavement and base sections at the core locations and collect samples from each core for R-value testing. Samples of the subgrade will be obtained using hand tools and will be field classified in accordance with the Unified Soil Classification System (ASTM D 2487). Core holes will be backfilled with soil and capped with cold patch. We note that some settlement of the core holes should be anticipated.

Following completion of the R-value testing we will prepare a report with the following key elements:

- Thickness of pavement and base section
- R-value test results on the subgrade materials
- A brief letter report containing the above with design criteria for a replacement pavement section based on a Traffic Index provided by Penfield and Smith Engineers



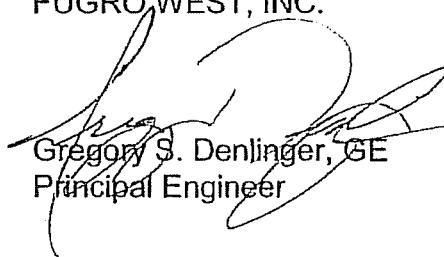
Schedule. We understand the constraints on the project schedule and we are prepared to begin the services as described after we receive written authorization to proceed from Penfield & Smith. Our report can be issued about two weeks after completion of field coring.

Fee Estimate. We propose to conduct the proposed scope of services on a time-and-expense basis in accordance with our January 2009 Fee Schedule. Fees are based on estimates of the staff hours and subcontracted services required to complete the scope of services. Our estimated fee for the proposed services is summarized below:

	Fee Basis	Unit Costs	Quantity	Estimated Fee
Project Initiation and USA Notification	hourly	\$120	3	\$360
Core Samples	per core	\$120	4	\$480
Fugro Personnel	hourly	\$120	4	\$480
R-values	per sample	\$310	2	\$620
Reporting	lump sum	\$810	1	\$810
Total Estimated Fee				\$2,750

We appreciate the opportunity continue our association with Penfield & Smith Engineers on the Goleta Beach Beach Nourishment Project in Santa Barbara County, California. If you have any questions or need additional information, please contact our office.

Sincerely,
FUGRO WEST, INC.



Gregory S. Denlinger, GE
Principal Engineer

Copies Submitted: 2 – Addressee

Attachment January 2009 Fee Schedule



**SOUTHERN CALIFORNIA 2009 FEE SCHEDULE
FOR CONSULTING SERVICES**

PROFESSIONAL STAFF	HOURLY RATE
Staff I Professional	\$ 110
Staff II Professional	120
Project Professional I	140
Project Professional II	150
Senior Professional	165
Associate	185
Principal	215
Principal Consultant	240

TECHNICAL AND OFFICE STAFF

Field Technician/Inspector - Non-Prevailing Wage, Straight Time	95
Field Technician/Inspector - Prevailing Wage, Straight Time	105
Construction Inspector	110
Construction Services Manager	125
Engineering Assistant	110

Office Assistant	60
Word Processor/Clerical	75
Laboratory Technician	75
Technical Assistant/Illustrator	80
Illustrator II	85
CADD Operator	95
GIS Technician	95
HSE Manager	155

Overtime Rates for Technical and Office Staff:

- a. Saturday or over 8 hours/day during weekdays 1.3 x straight time
- b. Sundays/holidays 1.5 x straight time
- c. Swing or graveyard shift premium 1.3 x straight time

Fees for expert witness preparation, testimony, court appearances,
or depositions will be billed at the rate of \$325 per hour.

OTHER DIRECT CHARGES

Subcontracted Services	Cost Plus 15%
Outside Reproduction	Cost Plus 15%
Outside Laboratory	Cost Plus 15%
Out-of-Pocket Expenses	Cost Plus 15%
Travel and Subsistence	Cost Plus 15%
Field Vehicle and Basic Sampling Equipment	125/day
Specialized Software Applications	30/hr
Finite Element/Finite Difference Packages	25/hr
Report reproduction and data reporting costs per staff hourly rates	
Fee Schedule is subject to revision periodically	

LABORATORY AND SPECIALTY TESTING AND EQUIPMENT See Separate Schedules

FUGRO WEST, INC.
2009 FEE SCHEDULE
LABORATORY AND MATERIALS TESTING

CLASSIFICATION TESTS

Moisture Content and Visual Classification (ASTM D2216 / D2488)	\$ 25
Total and Dry Densities (With Moisture Content ASTM D2937)	\$ 35
Add for Shelby Tube with above Tests.....	\$ 20
Plastic and Liquid (Atterberg) Limits (ASTM D4318)	\$ 155
Specific Gravity (AASHTO T100)	\$ 95
Organic Content (ASTM D2974)	\$ 95
Sand Equivalent (ASTM D2419)	\$ 95
Sieve Analysis (ASTM D422)	\$ 105
Less Than 200 grams of Fine-Grained Soil	
Sieve Analysis (ASTM C136, Cal 202)	
Coarse Fraction	\$ 60
Fine Fraction with Wash	\$ 110
Percent Passing #200 Sieve (ASTM D1140) ..	\$ 70
Particle Size Analysis -	
Sieve & Hydrometer (ASTM D422)	\$ 175
Quick Hydrometer Analysis	\$ 90

VOLUME CHANGE TESTS

Incremental Consolidation (ASTM D2435).....	\$ 375
Additional Load Increment or Time Rate	\$ 60
Quick Cons., max 8 Loads (16 ksf max)	\$ 260
Constant Rate of Strain Consolidation,	
- To 16 ksf max (ASTM D4186)	\$ 425
- With Intermediate Rebound and Reload... ..	\$ 500
Expansion Index (ASTM D4828; UBC 29-1) ..	\$ 235
Percent Swell (ASTM D2435)	\$ 115
Swell Pressure and	
Percent Swell (ASTM D4546)	\$ 260

STATIC STRENGTH TESTS

Hand Penetrometer	\$ 15
Torvane	\$ 25
Miniature Vane (ASTM D4648)	\$ 50
Miniature Vane, with Residual	\$ 55
Core Compression Test (Excl Stress-Strain) ..	\$ 80
Unconfined Compression, Soil (ASTM D2166) ..	\$ 100
Unconfined, Rock (ASTM D2938)	\$ 130
Triaxial Unconsolidated Undrained	\$ 140
(ASTM D2850)	
Triaxial Consolidated Drained	
Single-Stage	\$ 650
Multi-Stage	\$ Quote
Triaxial Consolidated Undrained (w/Pore Pressure)	
Single-Stage (ASTM D4767)	\$ 440
Multi-Stage	\$ Quote
Direct Shear, CD, 3 points (ASTM D3080)	\$ 435
Consolidated Undrained, 3 points	\$ 345
Add for Residual Strength, per point	\$ 50

Note:

Our laboratories are accredited by AASHTO, Caltrans, and the US Army Corps of Engineers

**HYDRAULIC CONDUCTIVITY
AND OTHER TESTS**

Soil Chemistry for Corrosion (pH, chloride, sulfate, resistivity)	\$ 250
pH (soil)	Quote
pH (water)	\$ 30
Permeability - CH up to 4" Diameter	\$ 325
Permeability - CH 6" Diameter	\$ 425
Permeability - Flexible Wall (ASTM D5084) ..	\$ 360

EARTHWORK TESTS

Standard Proctor, 4 point (ASTM D698)	
- 4-inch mold	\$ 200
- 6-inch mold	\$ 240
Modified Proctor, 4 point (ASTM D1557)	
- 4-inch mold	\$ 235
- 6-inch mold	\$ 275
California Impact Compaction (Cal 216)	\$ 250
Moisture - Density Check Point	
- 4-inch mold	\$ 75
- 6-inch mold	\$ 100
Rock Correction for above	\$ 90
Soil Cement - Moisture/Dens. (ASTM D558) ..	\$ 275
Index Density and Unit Weight (ASTM D4253)	
Maximum	\$ 315
Minimum	\$ 135
R-Value (ASTM D2844: Cal 301)	\$ 310
Treated Soil	\$ 325
Aggregate Base	\$ 335
Base with Admixture	\$ 350
CBR (One Point) (ASTM D1883)	\$ 340
Proctor Compaction w/above CBR	Extra
Surcharge for Addition of Admixture	\$ 50

AGGREGATE TESTS

Percent passing #200 Sieve for Aggregate (ASTM C117)	\$ 85
Unit Weight and Voids in Aggregate (ASTM C29, Cal 212)	\$ 95
Organic Impurities of Concrete Aggregates (ASTM C40)	\$ 55
Sieve Analysis of Coarse Aggregate (ASTM C136, Cal 202)	\$ 60
Additional Test Increment of 10 kg	\$ 30
Sieve Analysis of Fine Aggregate (ASTM C136, Cal 202)	\$ 110
Specific Gravity & Absorption - Coarse (ASTM C127, Cal 206)	\$ 80
Specific Gravity & Absorption - Fine (ASTM C128, Cal 207)	\$ 125
Cleaness Value (ASTM C142, Cal 227)	\$ 140
Durability Index - Coarse or Fine (ASTM C3744, Cal 229)	\$ 140
Sand Equivalent of Graded Aggregate (ASTM D2419, Cal 217)	\$ 95
Percentage of Crushed Particles (ASTM D5821, Cal 205)	\$ 100
Moisture Content of Aggregate (ASTM C566) ..	\$ 60

FUGRO WEST, INC.
2009 FEE SCHEDULE
LABORATORY AND MATERIALS TESTING (continued)

AGGREGATE TESTS (cont'd)

Sulfate Soundness - per sieve fraction (ASTM C88, Cal 214)	\$ 125
L.A. Abrasion - at 500 revolutions (ASTM C131, Cal 211)	\$ 225

ASPHALT CONCRETE TESTS

Stabilometer Value (ASTM D1560, Cal 366)	\$ 160
Lab Compacted Unit Weight - Paraffin Coated Each Briquette (ASTM D1188, Cal 308A)	\$ 110
Surcharge for Rubberized AC for Above	\$ 20
Unit Weight of Asphalt Cores or Slabs	\$ 85
Theoretical Maximum Specific Gravity and Density of Asphalt Mixtures (ASTM D2041)	\$ 150
Extraction and Sieve Analysis of Asphalt Mixtures (ASTM D2172 & D5444)	\$ 315
Asphalt Content by Ignition (ASTM D6307, CT382)	\$ 150
Calibration Curve for Ignition Test	\$ 300

CONCRETE, MASONRY, AND STEEL TESTS

Concrete Compression	
Each 6 x 12 or 4x8 Cylinder (ASTM C39)	\$ 30
Hold or Additional Test	\$ 30
Light Weight Concrete (CTM 548)	\$ 40
Cylinder Molds with Lids	\$ 8
Compression of Cored Concrete or Masonry Specimen Including End Preparation (ASTM C42)	\$ 90
Soil-Cement Compression (ASTM D1633)	\$ 40
Shrinkage of Mortar and Concrete 3 Bars; Site Delivery & Pick Up Extra (ASTM C157)	\$ 440
Unit Weight of Concrete Cylinders - Air Dry	\$ 30
Unit Weight of Concrete Cylinders - Oven Dry	\$ 40
Shotcrete Panel - Lab Coring & Compression - 3 cores (ASTM C42)	\$ 375
Grout Prism Compression - each (ASTM C39)	\$ 45
Mortar Cylinder Compression - each (ASTM C39)	\$ 35
Composite Prism Compression (ASTM E447)	
- 8x8	Quote
- 8x12	Quote
- 8x16	Quote
CMU/Concrete Block Compression (ASTM C140)	Quote
Site Pick up - Concrete Specimens - each	\$ 13
Site Pick up - Masonry Specimens - each	\$ 13
Site Pick up - Shotcrete Panel - each	\$ 60
Site Pick up - Composite Prism - each	\$ 25
Absorption & Moisture of CMU/Concrete Blocks	\$ 95
Concrete Moisture Emission Test Kit - each [Technician Time Extra]	\$ 60
Rebar - Tensile and Bend (ASTM A-370)	Quote

**MISCELLANEOUS LABORATORY TESTS
AND CHARGES**

Sample Remold Surcharge	\$ 85
Special Processing	Hourly Rates
Extrude Tube Sample and Visual Classification	\$ 70
Sample Tube Cutting, each cut	\$ 25
Sample Preparation - Non-Routine	\$ 100
Steel Drum - 55 Gallon with Lid	\$ 80
Gas Powered Generator	\$ 80
Shelby Tube with Caps	\$ 45
Addition of Soil Admixtures and Curing	\$ 95
Capping of Strength Test	\$ 40
Weight Analysis of Roofing Materials (ASTM D2829)	\$ 50
Density of Sprayed on Fireproofing Materials	\$ 60
Asphalt Slurry Seal	
Wet Track Abrasion (ASTM D3910)	\$ 70
Static Friction Test	
- Per Surface Location (ASTM C1028)	\$ 375
FerroScan Rebar Locator - per half day	\$ 120
Coring Equip/Bit Charge - per half day	\$ 85
Bit Charge - Difficult Materials - per half day	\$ 100
Specimen End Prep	
- Less than 4" Diameter - per cut	\$ 12
- 4" to 8" Diameter - per cut	\$ 18
Special Capping of Specimen	\$ 40
Patch or Grout Core Hole	\$ 35
Photograph of Sample	\$ 50
Additional Copies of Photographs	Cost + 15%
Local Site Pick up of Bulk or AC Sample - within 30-mile radius, per sample	\$ 60

NOTES:

- 1) Rates for other tests and test variations can be furnished on request.
- 2) Rates for Asphalt Concrete, Lime/Cement Admixture, and Portland Cement Concrete mix designs and testing can be furnished upon request.
- 3) The following are included at NO CHARGE: visual classification with all strength and volume change tests, natural water content and density with all triaxial compression and volume change tests.
- 4) Rush assignments are subject to a 25% surcharge.
- 5) Weekend or Holiday test assignments are subject to a 50% overtime surcharge.
- 6) Testing for contaminated samples (EPA Level C & D) will be invoiced at 1.5 times listed rates.
- 7) Sample shipment or other outside costs at Cost + 15%.

FUGRO WEST, INC.
2009 FEE SCHEDULE
FIELD EQUIPMENT AND SUPPLIES



FIELD INSTRUMENTATION/EQUIPMENT

Inclinometer Probe and Readout Device.....	\$ 185/day	Baroid Drilling Fluid Test Kit.....	\$ 30/day
Rotary Hammer.....	\$ 40/day	Conductivity Probe (in situ)	\$ 55/day
Portable Photolization Detector (PID)	\$ 125/day	CPN Corp. Hydroprobe	\$ 75/day
Gas Tech	\$ 25/day	Double-Ring Infiltrometer	\$ 75/day
Portable Flame Ionization Detector (FID)...	\$ 150/day	Downhole Soil Samplers.....	\$ 75/day
Field Computer.....	\$ 30/day	(2½-Inch California liner, SPT)	
Manometer.....	\$ 55/day	Fisher TW-6 Metal Detector	\$ 50/day
Dynamic or Stainless Steel Penetrometer..	\$ 50/day	Gas Powered Generator	\$ 80/day
Brass or Stainless Steel Sample Sleeves..	\$ 8/each	Groundwater Modeling Software.....	\$ 25/day
Well Bailer - Disposable	\$ 15/each	Hermit 1000C and Transducer.....	\$ 135/day
Keyed-Alike Locks.....	\$ 8/each	ISCO Peristaltic Air Pump	\$ 25/day
55-gallon Drum.....	\$ 80/each	Positive Displacement Pump	\$ 25/day
Field Filter	\$ 25/unit	Temperature-pH-Conductivity Meter.....	\$ 25/day
Nuclear Gauge.....	\$ 50/day	Transducer (in situ)	\$ 75/day
Stainless Steel Hand-Auger Sampler.....	\$ 50/day	Water Level Recorder	\$ 20/day
Teflon Tape - 4" roll.....	\$ 35/roll	Water Sampling Pump	\$ 200/day
Liquinox.....	\$ 20/bottle	(Bladder Pump or Electric Submersible)	
Tyvek	\$ 15/each	Water Sampling Pump (Well Wizard).....	\$ 200/day
Respirator Cartridges	\$ 10/set	Well Bailer - Standard	\$ 25/day
Bulk Sample Bags.....	\$ 4/each	Disposable Camera.....	\$ 15/each
Water Level Indicator	\$ 20/day	Digital Camera	\$ 25/day
Kernlevel	\$ 20/day		
Well Cap 2"	\$ 22/each		
12 Channel Seismograph.....	\$ 150/day		
2-inch Diameter Water Meter	\$ 20/day		
4-inch Diameter Water Meter	\$ 40/day		
Asphalt Patch.....	Cost +15%		

EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 185,308.00.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. 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 presentation.
- D. 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.

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EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Professional Services:

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as

defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.

Contract summary Form:

BC- -10- 104 -

Complete the information below, print this form, obtain the signature of the authorized department representative and submit this form to the Clerk of the Board with the contract package.

D1. Fiscal Year.....	: 2009/2010
D2. Budget Unit Number.....	: BDGT
D3. Requisition Number.....	:
D4. Department Name.....	: Public Works (Engineering Division)
D5. Contact Person.....	:
D6. Phone Number.....	:
<hr/>	
K1. Contract Type.....	: Construction
K2. Brief Summary of Contract Description or (Title).....	: COUNTY PARKS GOLETA BEACH SAND REPLENISHMENT FEMA PROJECT NO. 1577-DR P.W. 2207
K3. Original Contract Amount (Gross Amount).....	: \$1,669,400
K4. Contract Begin Date (First Working Day).....	: FEBRUARY 22, 2010
K5. Notwithstanding the provisions in Sections 8-1.05 and 8-1.06 of the Standard Specifications the Original Contract End Date will be (Last Working Day).....	: MARCH 31, 2010
K6. This Amendment Number.....	:
K7. Total Previous Amendments.....	:
K8. This Amendment Amount.....	:
K9. Revised Total Amount.....	:
K10. Revised End Date (Last Working Day).....	:
K11. Departmental Project Number.....	: 8598
<hr/>	
B1. Is this a Board Contract (Yes/No).....	: YES
B2. Number of Workers Displaced.....	: None
B3. Number of Competitive Bids.....	: 2
B4. Lowest Responsible Bid Amount.....	: \$1,578,000
B5. If Board waived bids, show agenda date.....	:
B6. If Board waived bids, show agenda item number.....	:
B7. Boilerplate Contract Text Unchanged.....	: Approved Public Works Engineering Section Construction Contract
<hr/>	
F1. Encumbrance Transaction Code.....	:
F2a. Current Year Encumbrance Amount.....	: GA1X1
F2b. Current Year Encumbrance Amount.....	: GA1X2
F3. Department Number.....	: BDGT
F4. Division Number (If Applicable).....	: DVSX9
F5. Subdivision Number (If Applicable).....	: SUBD8
F6. Program.....	: P#RGM
F7a. Org. Unit (If Applicable).....	: ORGU#X1
F7b. Org. Unit (If Applicable).....	: ORGU#X2
F8. Fund Number.....	: FND
F9a. Account Number.....	: ACNTX1
F9b. Account Number.....	: ACNTX2
F10. Area.....	: 2041
F11. Cost Center number (If Applicable).....	:
F12. Payment Terms.....	: Net 30
<hr/>	
V1. Auditor Vender Number.....	:
V2. Payee/Contractors Name.....	: AIS CONSTRUCTION
V3. Mailing Address.....	: 6420 VIA REAL, SUITE 6
V4. City.....	: CARPINTERIA
V5. State.....	: CA
V6. Zip (include +4 if known).....	: 93013
V7. Company Telephone Number.....	: (805) 684-4344
V8. Federal Tax ID (EIN or SSN).....	: 77-0482167
V9. Contact Person.....	: BRIAN MCNEAL
V10. Contact Person's Telephone Number.....	: (805) 684-4344
V11. Workers Comp Insurance Expiration Date.....	: 02/01/2011
V12. General liability Insurance Expiration Date.....	: 03/12/2010
V13. Contractor's License Number and Type.....	: 759390
V14. Professional License Number and Type.....	:
V15. Verified By.....	:
V16. Company Type.....	: #CT#
V17. Accounting Contact Person and Phone.....	:

This information has been reviewed and is complete and accurate as presented. Concurrences as required by signature on the contract signature page.

Date: _____ Authorized Signature: _____

**STATE OF CALIFORNIA – DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS**

TO: California Department of Industrial Relations
455 Golden Gate Ave., 10th Floor
San Francisco, CA 94102
Attn: DAS

FROM: AWARDING AGENCY

**EXTRACT OF
PUBLIC WORKS CONTRACT AWARD**

820040000
Santa Barbara County
Dept. of Public Works
123 E. Anapamu Street
Santa Barbara, CA 93101-2025

**A CONTRACT TO PERFORM PUBLIC WORKS UNDER CODE SEC. 1777.5 HAS BEEN AWARDED
TO:**

1. Name of General Contractors.....: AIS CONSTRUCTION
2. Contractor's License Number and Type.....: 759390
3. Mailing Address: 6420 VIA REAL, SUITE 6
4. City: CARPINTERIA
5. State: CA
6. Zip (include +4 if known).....: 93013
7. Company Telephone Number: (805) 684-4344
8. Contract Description or (Title).....: COUNTY PARKS GOLETA BEACH SAND REPLENISHMENT FEMA
PROJECT NO. 1577-DR P.W. 2207
9. Departmental Project Number.....: 8598
10. Dollar Amount of Contract Award: \$1,578,000
11. First Working Day: 2/22/10
12. Last Working Day: 3/31/10
13. Number of Working Days: 28
14. Type of Construction.....:
15. New or Alteration: New
16. Classification or Type of Works: Operating Engineer, Laborer, Carpenter, Teamster, Electrician,
- 17A. Is language included in the Contract Award to: YES
effect the provisions of Section 1777.5, as
required by the Labor Code?
- 17B. Is language included in the Contract Award to: YES
effect the provisions of Section 1776, as
required by the Labor Code?
18. Signature.....: _____
19. Name.....: Patrick F. Santomauro
20. Title.....: Specifications Writer
21. Date.....: January 27, 2010
22. Telephone Number.....: (805) 568-3310

COUNTY OF SANTA BARBARA
AUDITOR - CONTROLLER
INDEPENDENT CONTRACTOR
ASSESSMENT WORKSHEET

Business Type: Corporation X Partnership Sole Proprietorship

NAME: AIS CONSTRUCTION

MAILING ADDRESS: 6420 VIA REAL, SUITE 6

CITY: CARPINTERIA STATE: CA ZIP: 93013

PHONE # (805) 684-4344

VENDOR #

TAXPAYER I.D. # 77-0482167

Contractor's License No. 759390

MARK Y FOR YES N FOR NO N/A FOR NOT APPLICABLE

- 1. County requires when, where, and how worker is to work.
- 2. County requires training of worker.
- 3. Worker's service is a normal business function of the County.
- 4. Worker is required by the county to render service personally.
- 5. County hires, supervises, and pays assistants for worker.
- 6. County has a continuing relationship with worker.
- 7. County sets workers hours.
- 8. County requires worker to work full time for the County.
- 9. County requires worker to perform service on county's premises.
- 10. Worker must perform service in order and sequence set by County.
- 11. County requires worker to submit oral or written reports.
- 12. County pays worker by the hour, week, or month.
- 13. County pays worker's business and/or traveling expenses.
- 14. County supplies worker with tools, materials, and/or other equipment.
- 15. Worker does not have a significant investment in facilities where worker performs services for County.
- 16. Worker does not realize a profit or suffer a loss for services greater than the profit or loss ordinarily realized by employees.
- 17. Worker does not perform services for businesses other than County.
- 18. Worker does not make his or her services available to general public.
- 19. Worker has the right to end relationship with the County without incurring liability.
- 20. The County has the right to discharge the worker.

Workers Signature

Date

Department Signature

Date

COUNTY OF SANTA BARBARA
AUDITOR – CONTROLLER
INDEPENDENT CONTRACTOR
ASSESSMENT WORKSHEET

Business Type: Corporation X Partnership Sole Proprietorship

NAME: AIS CONSTRUCTION

MAILING ADDRESS: 6420 VIA REAL, SUITE 6

CITY: CARPINTERIA

STATE: CA ZIP: 93013

PHONE # (805) 684-4344

VENDOR #

TAXPAYER I.D. # 77-0482167

Contractor's License No. 759390

FOR NOT APPLICABLE

MARK Y FOR YES N FOR NO N/A

- Y 1. County requires when, where, and how worker is to work.
- N 2. County requires training of worker.
- N 3. Worker's service is a normal business function of the County.
- N 4. Worker is required by the county to render service personally.
- N 5. County hires, supervises, and pays assistants for worker.
- N 6. County has a continuing relationship with worker.
- Y 7. County sets workers hours.
- N 8. County requires worker to work full time for the County.
- N 9. County requires worker to perform service on county's premises.
- Y 10. Worker must perform service in order and sequence set by County.
- N 11. County requires worker to submit oral or written reports.
- Y 12. County pays worker by the hour, week, or month.
- N 13. County pays worker's business and/or traveling expenses.
- N 14. County supplies worker with tools, materials, and/or other equipment.
- N 15. Worker does not have a significant investment in facilities where worker performs services for County.
- N 16. Worker does not realize a profit or suffer a loss for services greater than the profit or loss ordinarily realized by employees.
- N 17. Worker does not perform services for businesses other than County.
- N 18. Worker does not make his or her services available to general public.
- N 19. Worker has the right to end relationship with the County without incurring liability.
- Y 20. The County has the right to discharge the worker.

NOT APPLICABLE

Workers Signature

Date

Department Signature

Date

NOTICE TO PROCEED

Date January 27, 2010

Phase 30

Project No. 8598

Description: COUNTY PARKS GOLETA BEACH SAND REPLENISHMENT FEMA PROJECT NO. 1577-DR P.W. 2207

Project Manager: M#PE

Contract Administrator: S#SW

Modify or Enter the Following:

Revised project Phase: 30

Notice to Proceed Date: FEBRUARY 22, 2010

RECEIVE NOTICE OF COMPLETION

Date January 27, 2010

Phase 31

Project No. 8598

Description: COUNTY PARKS GOLETA BEACH SAND REPLENISHMENT FEMA PROJECT NO. 1577-DR P.W. 2207

Project Manager: M#PE

Contract Administrator: S#SW

Modify or Enter the Following:

Revised project Phase: 30

Notice to Proceed Date: FEBRUARY 22, 2010

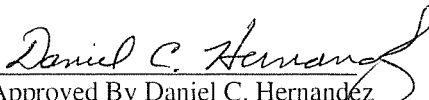
FORMAL CONTRACT SEARCH AND REPLACE CODINGS (AFTER BIDDING)

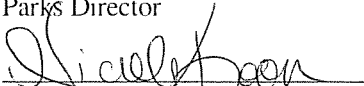
Search Code	Description & Example
AIS CONSTRUCTION	CONTRACTOR'S NAME
6420 VIA REAL, SUITE 6	ADDRESS
CARPINTERIA	CITY
CA	STATE
93013	ZIP
\$1,498,000	CONTRACTOR'S BID AMOUNT IN (NUMBERS)
\$60,000	SUPPLEMENTAL FUNDS (NUMBERS)
ONE MILLION FIVE HUNDRED SEVENTY EIGHT THOUSAND DOLLARS	CONTRACT AMOUNT (WORDS)
\$1,578,000	CONTRACT AMOUNT (NUMBERS)
\$91,400	Contingency
\$1,669,400	GROSS AMOUNT
JANUARY 13, 2010	BID DOCUMENT DATE
28	WORKING DAYS
759390	CONTRACTORS LICENSE NUMBER
77-0482167	IRS NUMBER
\$1,578,000 (100%)	PAYMENT BOND
\$1,578,000 (100%)	FAITHFUL PERFORMANCE BOND
FEBRUARY 9, 2010	BID AWARD DATE
(805) 684-4344	PHONE NUMBER
(805) 566-6534	NO.
BRIAN MCNEAL	CONTACT PERSON
(805) 684-4344	CONTACT PERSON'S PHONE
FEBRUARY 22, 2010	FIRST WORKING DAY
MARCH 31, 2010	LAST WORKING DAY
2/22/10	M/D/Y
3/31/10	M/D/Y
Corporation <i>Contractor Type</i>	Corporation, Sole Proprietorship, Partnership, Individual
2	Number of Bids Opened
2041	Area

**PARKS DEPARTMENT
ENCUMBRANCE MEMORANDUM**




To:


Approved By Daniel C. Hernandez
Parks Director


Recommended By Nicole Koon
Interim Business Manager

From: Project Manager


Erik Axelson
South County Deputy Director

Date: January 27, 2010

Subject: Encumbrance for Project No. 8598

**COUNTY PARKS GOLETA BEACH SAND REPLENISHMENT PROJECT
FEMA PROJECT NO. 1577-DR P.W. 2207**

AIS CONSTRUCTION
6420 VIA REAL, SUITE 6
CARPINTERIA, CA 93013

Contractors Bid Amount	\$1,498,000
Allocation to Construction for Contract	\$1,578,000
Reserve Contingency (10%, Not to Exceed \$25,000) + 5% of the difference between \$250,000 & the bid amount.	
Reserve Subtotal	\$91,400
APPROVED TOTAL FOR CONTRACT	\$1,669,400

|||||

For accounting use only

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area	Amount
BDGT	DVS9	SUBD8	P#RGM	ORGU#X1	FND	ACNTX1	2041	GA1X1

cc: Project File
Project Manager
Accounting

Attachments: Bid Summary
Award Letter (Contract Agreement Unsigned)
Contract Summary Form
Low Bidder's Proposal



**COUNTY OF SANTA BARBARA
DEPARTMENT OF PUBLIC WORKS**

CONTRACT

FOR

**GOLETA BEACH SAND REPLENISHMENT
PROJECT NO. 8598
FEMA PROJECT NO. 1577-DR P.W.2207**

DEPARTMENT OF PUBLIC WORKS

**DANIEL C. HERNANDEZ
DIRECTOR OF PARKS**

COUNTY OF SANTA BARBARA AGREEMENT FOR:



County Project No. 8598

Auditor – Controller Contract No. _____

THIS AGREEMENT is made by and between the County of Santa Barbara a political subdivision of the State of California, hereinafter called **COUNTY**, and **AI5 CONSTRUCTION** hereinafter referred to as **CONTRACTOR**, for the completion of the work identified herein, on the following terms, conditions and provisions:

1. CONTRACT. This agreement incorporates by reference all of the Special Provisions and the Project Plans described below, including any addenda thereto, and also in accordance with the State of California, Department of Transportation Standard Specifications dated May 2006, the State of California, Department of Transportation Standard Plans dated May 2006, and the County of Santa Barbara, Department of Public Works, Standard Details dated April 1, 1987 insofar as the same may apply, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, as provided by COUNTY for the work identified below; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents". Copies of all said documents are on file in the Department of Public Works Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement.

The Special Provisions for the work to be done are entitled:

**COUNTY OF SANTA BARBARA PARKS DEPARTMENT
GOLETA BEACH SAND REPLENISHMENT PROJECT
JANUARY 13 2010
PROJECT DOCUMENTS INCLUDING SPECIFICATIONS, PERMITS AND PLANS
FEMA PROJECT NO. 1577-DR P.W. 2207**

The project plans for the work to be done are entitled:

**COUNTY OF SANTA BARBARA PARKS DEPARTMENT
GOLETA BEACH SAND REPLENISHMENT PROJECT
FEMA 1577-DR; P.W. 2207; SB CO. 8598
SHEETS 1- 6**

2. WORK. CONTRACTOR agrees, at his own proper cost and expense, to do all the work and furnish all equipment and materials, except such as mentioned in the specifications to be furnished by the County, necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the DIRECTOR OF PARKS of said COUNTY, all in strict accordance with the Plans and the Contract Documents provided.

3. EXTRA WORK. Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be authorized and agreement made for compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the Engineer, if compensation is not in excess of 10% of the original base agreement amount or \$25,000, or \$25,000 + 5% of the amount of the bid in excess of \$250,000, the total of changes are not to exceed \$150,000, in accordance with Section 20142(a) and (b), and Section

20395(d) of the Public Contract Code. Extra work or changes in excess of these limits may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The Engineer shall determine, if necessary, appropriate additional time to be allowed for such extra work.

In no event shall County be liable for the cost of any extra work not approved in advance and in writing by the Engineer.

4. PAYMENTS NOT ACCEPTANCE. No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract, and the payment of amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the COUNTY, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the COUNTY.

5. PROGRESS PAYMENT NO WAIVER FOR DELAY. Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.

6. EXCAVATIONS. Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or 1 (800) 227-2600 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the Engineer is notified regarding the compliance.

7. ENGINEER. The Engineer referred to in the Contract Documents is the Santa Barbara County DIRECTOR OF PARKS or the Director's authorized representative.

8. COMPLIANCE WITH LAW, AMENDMENTS. CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the Engineer in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, the DIRECTOR OF PARKS, BEACON, the City of Santa Barbara, and/or any officer, agent or employee of the COUNTY, BEACON and the City of Santa Barbara against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

9. PREVAILING WAGE RATES. Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract.

In accordance with the requirements of Labor Code Section 1770, the Director of the Department of Industrial Relations has determined the general prevailing rate of per diem or hourly wages for workers required to perform the subject work. A copy of the prevailing wage rate is on file at the County Engineering Building, 123 East Anapamu Street, Santa Barbara, California, and is available for inspection.

Contractor, and any subcontractor under his or her direction, shall pay not less than the said prevailing rates to all, laborers, workers and mechanics employed by them in the execution of the contract.

10. CONTRACT DOCUMENTS ACKNOWLEDGED. CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

11. TIMES FOR COMMENCEMENT, COMPLETION. Notwithstanding the provisions found in Section 8-1.05, "Temporary Suspension of Work," and Section 8-1.06, "Time of Completion," of the Standard Specifications, the work to be done under this Agreement shall be completed by MARCH 31, 2010. The CONTRACTOR shall begin work as soon as practicable after execution of this Agreement by both the CONTRACTOR and the COUNTY, and in no event shall work begin later than FEBRUARY 22, 2010. CONTRACTOR acknowledges the provision of this Agreement regarding liability for liquidated damages in the event CONTRACTOR fails to perform the work before the completion date in this paragraph. The above beginning and ending dates equate to 28 working days.

12. WORKERS' COMPENSATION INSURANCE. CONTRACTOR certifies as to knowledge of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code. Contractor will comply with such provisions before commencing the performance of the work of this Contract.

13. GUARANTEE BONDS. Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, in an amount and form approved by the COUNTY. Both securities shall contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.

14. NON DISCRIMINATION. The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the COUNTY by any noncompliance by the CONTRACTOR.

15. DISPUTES. Should any disputes arise which the parties are unable to resolve by negotiation respecting the interpretation, construction or meaning of any of the plans or specifications or provisions affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be submitted to arbitration if required by the provisions of the Public Contract Code or if the parties mutually agree to arbitration in lieu of adjudication by a court of competent jurisdiction. Any arbitration shall be carried out in accordance with the Public Contract Code, applicable provisions of the Santa Barbara County Code and other regulations or standards and in accordance with standards of the American Arbitration Association. Any arbitration ruling or decision shall be binding on the parties, unless the parties mutually agree in writing not to be so bound.

16. RIGHT TO AUDIT. The COUNTY will have the right to audit of Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

17. (Not used)

18. PAYMENT. As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement shall be; ONE MILLION FIVE HUNDRED SEVENTY EIGHT THOUSAND DOLLARS (\$1,578,000), to be paid as provided in the Contract Documents dated JANUARY 13, 2010, and as shown on the Engineer's Estimate below. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and according to the plans, specifications and Contract, and the requirements of the Engineer under them, to wit:

CONTRACTOR'S UNIT BASED PRICES 8598

Item No.	Base Bid Item	Quantity/Approx. Quantity	Unit	Unit Price	Item Price
1	Mobilization/ Demobilization	1	LS	LS	\$ 250,000.00
2	Excavation, Dredging and Sand Replenishment	48,000	CY	\$ 26.00	\$ 1,248,000.00
TOTAL ITEMS 1 AND 2					\$1,498,000.00

Item No.	Contingency Bid Item	Quantity	Unit	Unit Price	Item Price
3	Additional cost per day for delays caused by sensitive species	5	Day	LS	\$ 60,000.00
4	Additional cost to install and maintain a floating discharge pipeline per Section 14-6.2 of the Special Provisions	1	LS	LS	\$ 20,000.00
TOTAL, ALL ITEMS					\$ 1,578,000.00

Policy: SF09CGL01109101

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED ENDORSEMENT
(EXCLUDING RESIDENTIAL)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS (FORM B)
CG 20 10 11 85**

SCHEDULE

Name of Person or Organization:

Any person or organization that the named insured is obligated by virtue of a written contract or agreement to provide insurance such as is afforded by this policy.

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

The following additional provisions apply to any entity that is an insured by the terms of this endorsement:

1. Primary Wording
If required by written contract or agreement: Such insurance as is afforded by this policy shall be primary insurance, and any insurance or self-insurance maintained by the above additional insured(s) shall be excess of the insurance afforded to the named insured and shall not contribute to it.
2. Waiver of Subrogation
If required by written contract or agreement: We waive any right of recovery we may have against an entity that is an additional insured per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" done under a contract with that person or organization.
3. Neither the coverages provided by this insurance policy nor the provisions of this endorsement shall apply to any claim arising out of the sole negligence of any additional insured or any of their agents/employees.
4. This endorsement does not apply to any work involving or related to properties intended for permanent residential or habitation occupancy (other than apartments).

The words "you" and "your" refer to the Named Insured shown in the Declarations.

"Your work" means work or operations performed by you or on your behalf; and materials, parts or equipment furnished in connection with such work or operations.

2457

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 01/29/2010
PRODUCER (805)585-6100 FAX (805)585-6200 TWIW Insurance Services, LLC - Lic #0E52073 Tolman & Wiker Insurance 196 S. Fir St., P.O. Box 1388 Ventura, CA 93002-1388		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED AIS Construction Company 6420 Via Real, Ste 6 Carpinteria, CA 93013		INSURERS AFFORDING COVERAGE INSURER A: Navigators Specialty Ins Co 36056 INSURER B: Netherlands Insurance 24171 INSURER C: Nat'l Union Fire/Commerce&Indust 19445/19410 INSURER D: Ironshore Specialty Ins Co 25445 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADDL TO INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	SF08CGL01109101	03/12/2009	03/12/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8126951	03/12/2009	03/12/2010	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	SF09EXC457049NC	08/03/2009	03/12/2010
		FOLLOWING FORM EXCESS OF: GEN'L LIAB; AUTO; & EMPLOYERS LIABILITY				
	C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	(CA/USL&H) WCS865300 (CA/USL&H) WCS865263 (OTHER STATES) WCS865301 (OTHER STATES) WCS865264	01/01/2010 02/01/2010 01/01/2010 02/01/2010	02/01/2010 02/01/2011 02/01/2010 02/01/2011	<input checked="" type="checkbox"/> WC STATUS: <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
		D	OTHER CONTRACTORS POLLUTION LIABILITY	01HP90918001	08/05/2009	08/05/2010
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS						

RE: County Project #8598, County Parks Goleta Beach Sand Replenishment Project.

GL: Certificate Holder and its officers, employees, & agents are named as Additional Insureds on a Primary & Non-Contributory basis per the attached ANFES1600506.

*TEN DAYS FOR NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER

County of Santa Barbara
Dept of Public Works
123 E Anapamu Street
Santa Barbara, CA 93101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ~~NOTIFY BY MAIL~~
30² DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
~~XX~~
~~XX~~
AUTHORIZED REPRESENTATIVE
Kip Keller/DJW

FAXED
X2705 PURCHASING

Date: 1/29/2010 Time: 3:31 PM To: @ 8848081
W Ins Services Page: 002

TWI

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

19. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS. The Engineer is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

Date: _____

BY: _____

Janet Wolf
Chair, Board of Supervisors
of the County of Santa Barbara,
State of California

CONTRACTOR

AIS CONSTRUCTION

6420 VIA REAL, SUITE 6

CARPINTERIA, CA 93013

BY: 

License No. 759390

IRS No. 77-0482167

ATTEST:

Michael F. Brown
Clerk of the Board

BY: _____

Deputy

Business Type Check Only One:

Corporation xx

Partnership

Sole Proprietorship

APPROVED AS TO FORM:

Dennis Marshall,
County Counsel

BY: 

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, C.P.A.
Auditor-Controller

BY: 

APPROVED AS TO FORM:

Ray Aromatorio
Risk Program Administrator

By: 

Fiscal Responsibility _____

Dept.	Division	Subdivision	Program	Org Unit	Fund	Account	Area
BDGT	DVSN9	SUBD8	P#RGM	ORGU#X1	FND	ACNTX1	2041

DEBARMENT AND SUSPENSION CERTIFICATION
TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency:

Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years:

Does not have a proposed debarment pending; and

Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years

If there are any exceptions to this certification, insert the exception, in the following space.

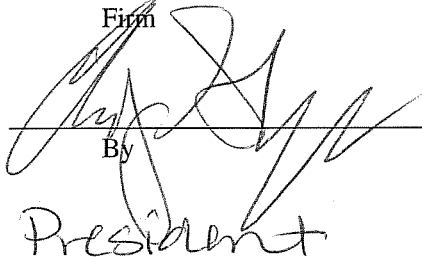
Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate to whom it applies, initiating agency, and dates of action.

Company: AIS Construction Company
By: [Signature]
Title: President
Date: 1.29.2010

Note: Providing false information may result in criminal prosecution or administrative sanctions.
(Please return this completed form with your Agreement, Bonds and Certificates of Insurance)

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of subcontractors as specified for this project have been met.

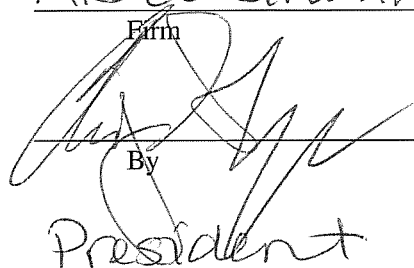
AIS Construction Company
Firm
By 
President
Title

1.29.2010
Date

CALIFORNIA LABOR CODE SECTION 1860 AND 1861 CERTIFICATION

In accordance with the provisions of Section 1860 and 1861 of the California Labor Code, every Contractor will be required to secure the payment of compensation of his employees. Each Contractor to whom a public works contract is awarded shall sign the following certification prior to performing the work of the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

AIS Construction Company
Firm
By 
President
Title

1.29.2010
Date

(Please return this completed form with your Agreement, Bonds and Certificates of Insurance.)

NONCOLLUSION DECLARATION
Per § 7106 of the Public Contract Code

**COUNTY PARKS
GOLETA BEACH
SAND REPLENISHMENT
FEMA PROJECT NO. 1577-DR P.W. 2207**

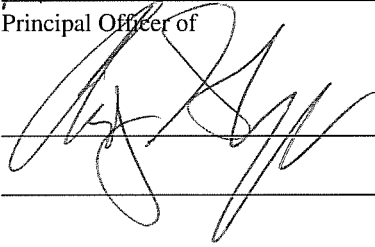
COUNTY PROJECT NO. 8598

BID OPENING DATE: JANUARY 25, 2010

The bid, contract or other submittal of the contractor identified below in connection with the forgoing project is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; the bid is genuine and not collusive or sham; the bidder has not directly induced or solicited any other bidder to put in a false or sham bid and has not directly, colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; the bidder has not, in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; all statements contained in the bid are true; and, further the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the elements thereof, or divulged information or data relative thereto, or paid, and will not pay any fee to any corporation, partnership, company association, organization, bid depository or to any member or agent thereof to effectuate a collusive or sham bid.

I declare under the penalty of perjury under the laws of the State of California that the forgoing is true and correct.

Date: 1.29.2010

AIS Construction Company
Principal Officer of


AIS Construction Company
6420 Via Real, Suite 6
Carpinteria, CA 93013
(Name and Address of Contractor)

UNLAWFUL DISCRIMINATION

The Board of Supervisors of the County of Santa Barbara do ordain as follows:

SECTION 1.

A new article is hereby added to Chapter 2 of the Santa Barbara Code reading as follows:

ARTICLE XIII. UNLAWFUL DISCRIMINATION, COUNTY CONTRACTS

Sec.2-94. Exceptions

The provisions of this article shall not apply to contracts or agreements for the acquisition, exchange or disposition of real property or interests therein, nor to contracts or agreements with the State of California, or its political subdivisions, or with the United States of America. (Ord. 2946, § 1)

Sec. 2-95. Prohibition of Unlawful Discrimination in Employment Practices.

The County of Santa Barbara reserves the right to terminate forthwith each and every written contract and agreement (except purchase orders) for goods and services entered into by the County of Santa Barbara or by its joint powers agencies or agents with the consent of the other parties (hereinafter called "contractor") including but not limited to concessions, franchises, construction agreements, leases, whether now in effect or hereinafter made if the county finds that the contractor is discriminating or has discriminated against any employee or applicant for employment in violation of any applicable state or federal laws, rules or regulations which may now or hereinafter specifically prohibit such discrimination on grounds as race, religion, sex, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or age.

Such findings may only be made after Contractor has had a full and fair hearing on notice of thirty (30) days before an impartial hearing officer at which hearing Contractor may introduce evidence, produce witnesses and have the opportunity to cross-examine witnesses produced by the County. Further, any finding of discrimination must be fully supported by the facts developed at such hearing and set forth in a written opinion; and in addition, Contractor may move in the appropriate court of law for damages and/or to compel specific performance of a contract or agreement if any of the above procedures are not afforded the contractor. If Contractor is not found to have engaged in unlawful discriminatory practices, County shall pay all costs and expenses of such hearing, including reasonable attorneys' fees to Contractor in accordance with current Santa Barbara Superior Court schedule of attorneys' fees for civil trials. If Contractor is found to have engaged in such unlawful discriminatory employment practices, Contractor shall pay all costs, expenses and attorneys' fees.

Whether or not a contract or agreement is still in existence at the time of final determination of such unlawful discrimination, the contractor shall forthwith reimburse the county for all damages directly stemming from such discrimination; however, those damages shall not exceed and are not reimbursable in an amount which exceeds amounts paid to contractor under the terms of the contract or agreement.

Nothing in this section 2-95 shall directly or by interpretation give a private cause of action to any third party (not signatory to the contract or agreement) including employees past or present, or applicants for employment to contractor, it being the sole purpose of this clause to administratively assure compliance with the nondiscrimination clauses contained herein.

Employment practices shall include, but are not limited to, employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rate of pay, employee benefits and all other forms of compensation selection for training and apprenticeship and probationary periods.

Contractor shall permit access at all reasonable times and places to all of its records of employment, advertising, application forms, tests and all other pertinent employment data and records, to the County of Santa Barbara, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced, provided that such records are relevant to a complaint of an unlawful discriminatory practice which has been forwarded to contractor reasonably prior to the time contractor is asked to make such records available. In addition, all such records shall be deemed "Confidential" by the officers, employees and agents of the county. No records or copies of such records may be removed from the premises of contractor and no disclosure, oral or written record, may be made to third parties except as provided within the agreement. Provided, however, that in the event of a hearing to determine whether or not contractor is engaging in unlawful discrimination in employment practices as defined herein, the board of supervisors of Santa Barbara County may issue subpoenas to require that certified copies of such records be made available at the hearing.

Failure to fully comply with any of the forgoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of any contract or agreement with the County of Santa Barbara. All persons contracting with or have contracts for goods or services with the county shall be notified that this chapter applies to their contract or agreement with the County of Santa Barbara. (Ord. No. 2946, § 1; Ord. No. 2993, § 1; Ord. No. 3018, § 1)

Sec. 2-95.5 Exceptions.

Notwithstanding any other provisions in this article, any party contracting with the County of Santa Barbara having an affirmative action program which has been approved within twelve (12) months from the date of the contract by an agency of the federal government shall be deemed to be in compliance with the provisions of this article upon furnishing documentary evidence of such approval satisfactory to the county affirmative action officer. Loss of such approval shall be immediately reported by such party to the county affirmative action officer.

Sec. 2-96 Purchase Orders.

Purchase orders shall contain the following clause as grounds for termination of such purchase order.

"If complaint is made that seller is engaging in discriminatory employment practices made unlawful by applicable state and federal laws, rules or regulations, and the state Fair Employment Practice Commission or federal Equal Employment Opportunities Commission determines that such unlawful discrimination exists, then the County of Santa Barbara may forthwith terminate this order." (Ord. No. 2946, § 1)

Sec. 2-97. Affirmative Action Officer.

At the discretion of the county affirmative action officer, he or she shall promptly and thoroughly investigate, or cause to be investigated, reports and complaints from whatever source, that any party contracting with the County of Santa Barbara is engaging, or during the term of a contract or agreement with the County of Santa Barbara has engaged, in any unlawful discriminatory employment practices as described in section 2-95 of this Code. If the investigation discloses reason to believe such unlawful discrimination does exist or has existed and the conditions giving rise thereto have not been changed so as to prevent further such unlawful discrimination, and the said party shall not forthwith terminate such unlawful discrimination, take all appropriate steps to prevent a recurrence of such or other unlawful practices, and compensate the person or persons unlawfully discriminated against for any and all loss incurred by reason of such unlawful discrimination, all to the satisfaction of the affirmative action officer, then the affirmative action officer shall cause the matter to be presented for action to the state Fair Employment Practices Commission or the federal Equal Employment Opportunities Commission, or both, and to any other concerned state or federal agencies or officers.

If and when it has been finally determined by the affirmative action officer, county counsel, or state or federal regulatory agencies that such unlawful discriminatory employment practice has in fact so occurred so are being carried on, then the affirmative action officer shall forthwith present the entire matter to the board of supervisors of the county, together with all damages, costs and expenses related thereto and incurred by county, for appropriate action by the board of supervisors in accord with the intent and purposes of this article and of the affirmative action program of the County of Santa Barbara. (Ord. No. 2946, § 1)

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, AIS Construction Company

as Principal, and
Arch Insurance Company

as Surety, (Surety shall be listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business of Insurance in The State of California During 1990, including changes effective January 1, 1991, published by the Department of Insurance, State of California or successor publication), are help firmly bound unto the County of Santa Barbara Parks Department (hereinafter called "Owner") in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal of Owner of the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

In no case shall the liability of the Surety hereunder exceed the sum of

Ten Percent of Bid Amount

DOLLARS, (\$ 10%). The conditions of this obligation are such that a bid to Owner for certain construction specifically described as follows:

GOLETA BEACH SAND REPLENISHMENT PROJECT

FEMA Project No. - 1577-DR P.W. 2207

S.B. County Parks Project No. - 8598

has been submitted by Principal to Owner in January 2010.

NOW, THEREFOR, if the aforesaid Principal shall not withdraw said bid with the period therein after the opening of the same, or, if no period be specified with sixty (60) days after said bid opening and shall within the period specified therefor, or, if no period be specified within seven (7) days after the prescribed forms are presented to him for signature, enter into written Contract with owner, in the prescribed form, in accordance with the bid as accepted, and file the two Bonds with Owner, one to guarantee faithful performance and the other to guarantee payment of labor and materials as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

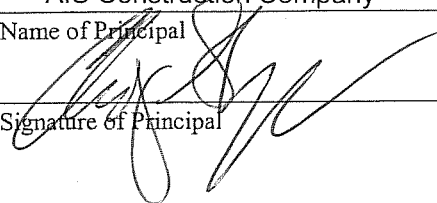
Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any manner affects its obligations on this bond, and it does hereby waive notice of any change, extension, alteration, or addition.

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waive of any liquidated damages heretofore agreed upon.

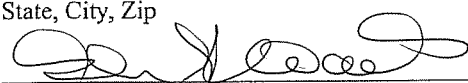
In the event suit is brought upon said Bond by Owner and judgement is recovered, the Surety shall pay all cost incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetency of the Principal shall not relieve the Surety of its obligations hereunder.

Dated 1/25/2010

AIS Construction Company
Name of Principal
 (seal)
Signature of Principal

Dated January 25, 2010

Arch Insurance Company
Name of Surety
135 N Los Robles Ave
Address
Pasadena, CA 91101
State, City, Zip
 (seal)
Signature of Surety Shirley Rhoads, Attorney-in-Fact

NOTE: Signatures of those executing for Surety MUST have notarial acknowledgement attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

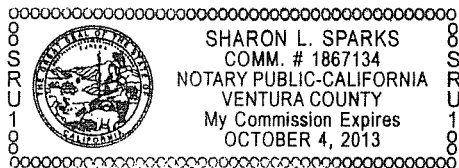
State of: California
County of Ventura

On 1/25/2010 before me, Sharon L. Sparks, Notary Public,

personally appeared Shirley Rhoads,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Sharon L Sparks
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

TITLES(S)

- ☐ PARTNERS ☐ LIMITED
☐ GENERAL

- ☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

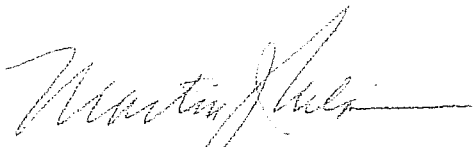
VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of April, 2006.


Arch Insurance Company

Attested and Certified





Martin J. Nilsen, Secretary

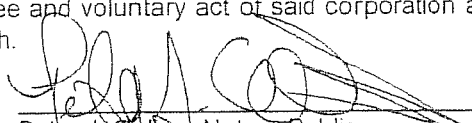

Edward M. Titus, Vice President

STATE OF NEW YORK SS

COUNTY OF NEW YORK SS

I Peter J. Calleo, a Notary Public, do hereby certify that Edward M. Titus and Martin J. Nilsen personally known to me to be the same persons whose names are respectively as Vice President and Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

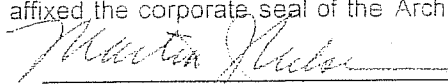
PETER J. CALLEO, ESQ.
Notary Public, State of New York
No. 02CA6109336
Qualified in New York County
Commission Expires May 3, 2008


Peter J. Calleo, Notary Public
My commission expires 5-03-2008

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Edward M. Titus, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 25th day of January, 2010.


Martin J. Nilsen, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Contractors & Developers Group
135 N. Robles Ave., Ste. 825
Pasadena, CA 91101



PERFORMANCE BOND

Bond No.: SU 1103772

Premium: \$19,280.00

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and AIS CONSTRUCTION (hereinafter referred to as Principal) have by written agreement dated FEBRUARY 9, 2010, entered into a contract identified as:

Project Title: COUNTY PARKS GOLETA BEACH SAND REPLENISHMENT FEMA PROJECT NO. 1577-DR P.W.
2207

County Project No. 8598

(Hereinafter referred to as the Contract) and

That the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and Arch Insurance Company

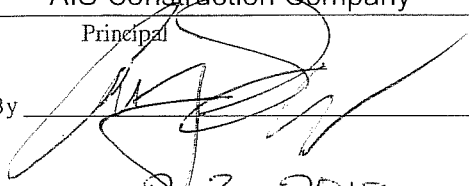
as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$1,578,000, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California During 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

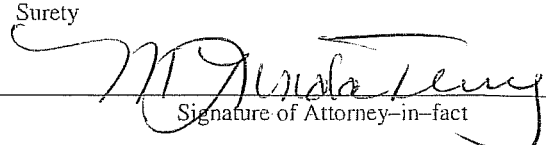
THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and agreements in said Contract and any alteration thereof made as herein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless County, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

AIS Construction Company
Principal
By 
DATED: 2.3.2010

Arch Insurance Company
Surety

Signature of Attorney-in-fact
M. Linda Terry, Attorney-in-Fact

135 N Los Robles Ave, Ste 825
Pasadena, CA 91101
Address

Surety's Agent for Service of Process (located within the State of California):

TWIW Insurance Services
Name of Agent
196 S Fir St
Address
Ventura, CA 93001
City, State & Zip
(805) 585-6100
Telephone Number
(805) 585-6200
FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

State of: California
County of: Ventura

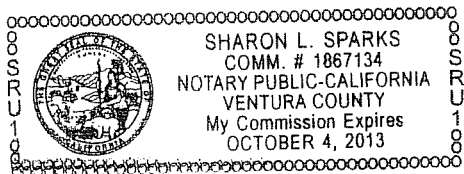
On 2/3/2010 before me, Sharon L. Sparks, Notary Public,

personally appeared M. Linda Terry,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Sharon L Sparks
Signature of Notary Public

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

TITLES(S)

- ☐ PARTNERS ☐ LIMITED
☐ GENERAL

- ☒ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

PAYMENT BOND

Bond No.: SU 1103772

Premium: Included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and AIS CONSTRUCTION (hereinafter referred to as Principal) have by written agreement dated FEBRUARY 9, 2010, entered into a contract identified as:

Project Title: COUNTY PARKS GOLETA BEACH SAND REPLENISHMENT FEMA PROJECT NO. 1577-DR P.W. 2207

County Project No. 8598

(Hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the principal is required to file with the County a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said Principal and Arch Insurance Company

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$1,578,000, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized By The Insurance Commissioner To Transact Business Of Insurance In The State Of California During 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 3181 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 3181 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Specifications.

In the event suit is brought upon this Bond by County and judgment is recovered, Surety shall pay all costs incurred by the County in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

AIS Construction Company

Principal

By

DATED:

2-3-2010

Arch Insurance Company

Surety

Signature of Attorney-in-Fact

M. Linda Terry, Attorney-in-Fact

135 N Los Robles Ave, Ste 825

Pasadena, CA 91101

Address

Surety's Agent for Service of Process (located within the State of California):

TWIW Insurance Services

Name of Agent

196 S Fir St

Address

Ventura, CA 93001

City, State & Zip

(805) 585-6100

Telephone Number

(805) 585-6200

FAX Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

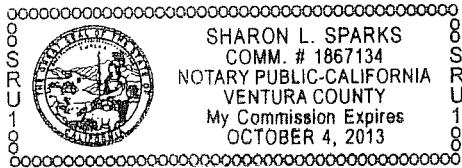
State of: California
County of: Ventura

On 2/3/2010 before me, Sharon L. Sparks, Notary Public,

personally appeared M. Linda Terry,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I Certify under PENALTY OF PERJURY under the laws of The State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Sharon L. Sparks
Signature of Notary Public

OPTIONAL

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- ☐ PARTNERS ☐ LIMITED
☐ GENERAL

☒ ATTORNEY-IN-FACT

☐ TRUSTEE(S)

☐ GUARDIAN/CONSERVATOR

☐ OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller and H. Randall Kinsling of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.



CERTIFICATE OF INSURANCE TRANSMITTAL FORM

FOR THE FOLLOWING DESCRIBED PROJECT:

COUNTY PARKS GOLETA BEACH SAND REPLENISHMENT FEMA PROJECT NO. 1577-DR P.W. 2207

COUNTY PROJECT NO. 8598

CONTRACTOR:

AI5 CONSTRUCTION
6420 VIA REAL, SUITE 6
CARPINTERIA, CA 93013

The County of Santa Barbara must be named as an additional insured on all certificates. A copy of the endorsement evidencing that the County has been added to the policy must be attached to the certificate of insurance.

The following must also be listed as additional insured:

In addition to the above, the following information must appear on the certificates:

COUNTY PROJECT NO. 8598

This form must be attached to all insurance forms and returned to: The County of Santa Barbara, Parks Department,
610 Mission Canyon Road, Santa Barbara, CA 93105-2911

Authorized Insurance Company Representative's Signature

This form may be reproduced as required.