

EXHIBIT A

STATEMENT OF WORK

FLOWERS & ASSOCIATES INC. Proposal, dated February 18, 2009, for Construction Services for Lift Station 3, Cachuma Park, is incorporated herein by reference as EXHIBIT A - the Statement of Work to be performed.

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Robert T. Flowers
RCE 18324
Stephen G. Flowers
RCE 36190
Vernon E. Williams
RCE 23689
Eric L. Flavell
RCE 33000
Alan H. Chierici

FLOWERS & ASSOCIATES, INC.

C I V I L E N G I N E E R S

201 NORTH CALLE CESAR CHAVEZ, SUITE 100, SANTA BARBARA, CA 93103

PHONE: 805.966.2224 • FAX: 805.965.3372

www.FlowersAssoc.com

W.O. 9976C

February 18, 2009

Mr. Juan Beltranena
County of Santa Barbara
Parks Department
HC 58, Hwy 154
Santa Barbara, CA 93105

**Subject: Proposal for Construction Services for Lift Station No. 3,
Cachuma Park**

Dear Juan,

Pursuant to your request, we are pleased to submit this proposal for engineering services for the subject project.

PROJECT BACKGROUND & APPROACH

The consultant team of Flowers & Associates with Carollo Engineers and Fugro prepared the design of Sewer Lift Station No. 3. The project includes construction of a new sewer lift station, changing service from the existing lift station to the new lift station and demolition of the existing lift station. The contract documents are complete and the project is ready to bid. Per our phone conversation, we have prepared this proposal to provide full construction services for the project. These services include contract administration, construction observation, and materials testing. Flowers & Associates will provide administrative and observation services, with Carollo Engineers providing assistance with submittal review and specialty observation for electrical and control systems, and Fugro will perform materials testing. Time has been included for preparation of record drawings of the improvements. We have also included some surveying time to confirm location of facilities during construction.

The construction period is estimated at 250 calendar days (180 working days) for this project. This will be used as the basis for this proposal to provide construction services. In an effort to control construction observation costs, we have discussed giving the contractor a 180 working day contract time period, but restricting actual construction to the last 115 working days. This will reduce the time that an inspector needs to be on site, hence reducing the cost of our services. The changes to the contract period do need to be changed in the contract documents before the project is put out to bid. We can assist you making the changes at your request.

We anticipate that we can use some Park office space on a part time basis to provide construction services. For the most part observation services will be performed in the field out of the inspector's truck and contract administration will be performed out of our office in Santa Barbara. Using this approach will eliminate the need for a field trailer and save the County that project cost.

This proposal has been prepared based on our understanding of the project and the level of service desired by the County. After you have had an opportunity to review and evaluate this proposal, we can meet with you to discuss the details if you desire.

SCOPE OF SERVICES

We propose to provide the following services:

- A. Construction Process Documentation, Reporting and Coordination
 1. Schedule, attend and prepare minutes for meetings, including Pre-construction Conference and Weekly Construction Meetings.
 2. Log Contractor's submittals and shop drawings, distribute for review by others where appropriate and return to contractor after review.
 3. Review up to ten (10) Contractor's partial payment requests and prepare partial payment documents for County approval.
 4. Review up to ten (10) construction contract change orders having multiple items if appropriate and prepare Change Order documents for County's approval and execution. Cost estimates will be provided for the larger change orders as requested.
 5. Review Contractor's schedules and monitor his actual progress against the accepted schedule and notify County of identified delays.
 6. Assist in resolution of issues regarding interpretation of the contract documents and issue written confirmation of resolution.
 7. Establish files and maintain records of the construction process including those described above and the following:
 - a. Daily observation reports
 - b. Weekly Construction Meeting minutes and Monthly Reports

- c. Test results
- d. Photographs
- e. Potential claims submitted by Contractor
- f. Design changes to plans
- g. Authorized changes to plans and specifications as a basis for Record Drawings

8. Coordinate the following activities with entities as indicated:

- a. Services provided by our Subconsultants.
- b. Inspections and review by utility companies.
- c. Inspections and review by appropriate County Departments.
- d. Resolution of questions regarding design and field conditions.

B. Construction Review, Coordination, Testing and Observation

- 1. This proposal has been based on an inspector working an average of 4 hours per day (half time), and project management at an average of 2 hours per day (quarter time), for a total staffing effort of three quarter time for this project. On site observation time does not include travel time, and travel time will not be billed to the project by the inspector.
- 2. Prepare a final punch list in conjunction with County Staff and monitor the Contractor's progress towards completing the items.
- 3. Testing will be performed by Fugro, their proposal is attached here to.

C. Prepare construction record drawings.

D. The construction Contractor is required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including traffic control and safety of all persons and property on a continuous basis for the project duration.

E. Preparation of a Final Completion Report to be used by the Board of Supervisors for notice of completion of the project.

We have estimated the number of partial payments and Change Orders based on our experience with similar projects and this assumption is a portion of the basis for the fee estimate. Our billing will vary with the actual number of these documents that are processed.

We will endeavor to work with the contractor and develop a working relationship on the project. However, some contractors complicate the construction process with excessive requests for extra work or claims. We have assumed that this will not be the case with this project.

SERVICES AND/OR INFORMATION TO BE PROVIDED BY OTHERS

Client or others will provide the following services and/or information:

1. Bid advertising, bid opening, bid review, and other bid task through issuance of Notice-To-Proceed including sending notifications for preconstruction conference.
2. Copies of plans and specifications as required for construction.
3. Review, approval and execution of Construction Change Orders and Partial Payments. Consultants will prepare Change Order and Partial Payment documents for County use.
4. Issuance of stop work notices to Construction Contractor, if required. Consultants will provide analysis of conditions that could precipitate a stop work notice and provide consultation based on past experience.
5. Attend final walk through of project with Consultant for acceptance of the work, file and send notices of completion.

SPECIFIC EXCLUSIONS

Specifically not included in the above Scope of Services/Compensation are the following:

1. Design or drafting of changes to the Plans and Specifications, except for errors and omissions by design team.
2. Supervision or management of Contractor's work including safety and control of operations
3. Public Hearings or agency reviews
4. Any involvement with hazardous waste, including identification, detection, evaluation or cleanup except to provide notification to County of any significant observed incidents.

ESTIMATED TIME-FRAME

Our proposal is based on a 250 calendar day (180 work days) total construction period with the contractor being restricted to 115 working days for actual construction.

COMPENSATION

We will provide the requested services on a Not to Exceed basis, for the construction time listed above. The fee is broken down by subconsultant below:

Consultant	Fee
Flowers & Associates, Inc	\$ 99,975
Carollo Engineers, Inc.	\$ 49,064
Fugro West, Inc.	\$ 16,820
Cardenas & Associates, Inc.	\$ 5,000
Cost of Subconsultants @ 5%	\$ 3,544
Total	\$ 174,403


We have employed the following cost savings approaches for you benefit: We typically charge sub-consultants at 10%, but have reduced it to 5% for this proposal, we also used last years fee schedule for figuring our fee.

Services will be charged for based on our current fee schedule. Should additional work be requested or identified that will exceed our fee, we will notify you for authorization before proceeding with this additional work.

Our services will be billed for at approximately monthly intervals in accordance with our Fee Schedule in effect when the services are authorized. Current Fee Schedule is attached. Payment is due upon receipt of Statement and unpaid balances are subject to late charges.

Should you have any questions regarding this proposal, please contact the undersigned. We appreciate your consideration of our firm and look forward to working with you on this project.

Sincerely,
FLOWERS & ASSOCIATES, INC.

By: 
Eric L. Flavell, P.E.
Vice President

Encl.

FLOWERS & ASSOCIATES, INC.
 500 E. MONTECITO STREET
 SANTA BARBARA, CA 93103
 (805) 966-2224
 By: ELF

PROJECT SUMMARY SHEET

This Project Summary Sheet is a summary of the work tasks outlined in the Scope of Services of this proposal and clarify responsibility for performing the various work tasks anticipated to complete the project.

CLIENT: Santa Barbara County Parks

PROJECT: Cachuma Sewer Lift Station No. 3

THIS CONTRACT: Study / Analysis / Master Plan _____ Design _____ Construction X

RESPONSIBILITY OF:

<u>DISCIPLINES REQUIRED</u>	<u>CLIENT</u>	<u>F&A</u>	<u>F&A SUB</u>	<u>N/A</u>
Survey (Topo Mapping, Boundary, ATLA, Aerial)	_____	_____	<u> X </u>	_____
Geotechnical (Soil report, Geology report, Testing)	_____	_____	<u> X </u>	_____
Traffic (Geometrics, Delineation, Signals, Street lights)	_____	_____	_____	<u> X </u>
Structural (Structures, Seismic)	_____	_____	<u> X </u>	<u> X </u>
Mechanical (Utility Service, Buildings, Fire Systems)	_____	_____	_____	<u> X </u>
Architect	_____	_____	_____	<u> X </u>
Landscape Architect	_____	_____	_____	<u> X </u>
Specialty Civil (Coastal, Water, Wastewater, other)	_____	_____	_____	_____
Electrical	_____	_____	<u> X </u>	_____
Permitting and Approvals	<u> X </u>	_____	_____	_____
Other _____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____
Other _____	_____	_____	_____	_____

RESPONSIBILITY OF:

<u>PROJECT ELEMENTS:</u>	<u>CLIENT</u>	<u>F&A</u>	<u>F&A SUB</u>	<u>N/A</u>
Overall Project Management	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Disseminate information with other Disciplines	<u> </u>	<u> X </u>	<u> </u>	<u> </u>
Utility Research	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Meetings	<u> X </u>	<u> X </u>	<u> </u>	<u> </u>
Permits	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Agency Approvals	<u> X </u>	<u> </u>	<u> </u>	<u> </u>
Drawings	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Construction Specifications (Contract / Requirements)	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Construction Specifications (Technical)	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Opinion of Construction Cost	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Report / Document	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Mylars for Agency Records	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Construction Record Drawings	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Project Bidding Services	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Bid Analysis / Recommendation	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Construction Testing	<u> </u>	<u> </u>	<u> X </u>	<u> </u>
Construction Services (only as requested by Client)	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Construction Observation (limited-member of team)	<u> </u>	<u> </u>	<u> </u>	<u> X </u>
Construction Observation (full time)	<u> </u>	<u> X </u>	<u> </u>	<u> </u>
Construction Contract Administration	<u> </u>	<u> X </u>	<u> </u>	<u> </u>
Other _____	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Other _____	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Other _____	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Other _____	<u> </u>	<u> </u>	<u> </u>	<u> </u>

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 \$174,403.00. ONE HUNDRED SEVENTY FOUR THOUSAND FOUR HUNDRED AND THREE DOLLARS.
- 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.

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 a on '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.

**EXHIBIT D
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D

Contract Summary Form: _____ Contract Number : BC-09-100

D1. Fiscal Year..... : FY 08-09; FY 09-10
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :
D3. Requisition Number :
D4. Department Name..... : PARKS
D5. Contact Person..... : JUAN M. BELTRANENA
D6. Phone : 805 568-2470

K1. Contract Type (check one): [] Personal Service [x] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose : CONSTRUCTION ADMINISTRATION SERVICES for
Lift Station 3 at Cahuma Lake Park

K3. Original Contract Amount : \$174,403.00
K4. Contract Begin Date : May 1, 2009
K5. Original Contract End Date..... : APRIL 30, 2010

K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>Amt</u>	<u>CumAmndt</u>	<u>ToDate</u>	<u>NewTotal</u>	<u>Amt</u>	<u>NewEndDate</u>	<u>Purpose (2-4 words)</u>
			\$		\$		\$		

K7. Department Project Number..... :

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..... : N/A
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..... : \$174,403.00
F3. Fund Number : 0030
F4. Department Number : 052
F5. Division Number (if applicable) : 8700
F6. Account Number..... : 8512A
F7. Cost Center number (if applicable)..... : N/A
F8. Payment Terms : Net 30

V1. Vendor Numbers (A=uditor; P=urchasing)..... :
V2. Payee/Contractor Name : FLOWERS & ASSOCIATES INC.
V3. Mailing Address..... : 201 NORTH CALLE CESAR CHAVEZ, SUITE 100,
V4. City State (two-letter) Zip (include +4 if known) : SANTA BARBARA, CA 93103
V5. Telephone Number : (805) 966 2224
V6. Contractor's Federal Tax ID Number..... : 95-3260784
V7. Contact Person : ERIK FLAVELL, P.E., Vice President
V8. Workers Comp Insurance Expiration Date : 9/01/09; Automobile: 9/15/09
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) : P = 4/28/09
V10. Professional License Number..... : #
V11. Verified by (name of County staff)..... : Celia de Gonzales
V12. Company Type (Check one): [] Individual [] Sole Proprietorship [] Partnership [X] Corporation

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

Date : Authorized Signature

J. Beltrame 3/19/09