

Board Contract Summary

BC 16 - 017

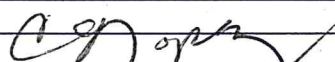
For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	FY 15-16
D2.	Department Name	Flood Control
D3.	Contact Person	Rick Tomasini
D4.	Telephone	681-5636

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	time and material contract for maintenance of flood control facilities
K3.	Department Project Number	
K4.	Original Contract Amount	\$ 350,000
K5.	Contract Begin Date	7/1/15
K6.	Original Contract End Date	6/30/16
K7.	Amendment? (Yes or No)	No
K8.	- New Contract End Date	
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	\$
K11.	- Total Previous Amendment Amounts	\$
K12.	- Revised Total Contract Amount	\$


B1.	Intended Board Agenda Date	June 16, 2015
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	added Section 33, Exhibit B (F) per CC

F1.	Fund Number	2560
F2.	Department Number	054
F3.	Line Item Account Number	7701
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	3002
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	net 30

V1.	Auditor-Controller Vendor Number	637654
V2.	Payee/Contractor Name	Specialty Construction Inc.
V3.	Mailing Address	645 Clarion Court
V4.	City State (two-letter) Zip (include +4 if known)	San Luis Obispo, CA 93401
V5.	Telephone Number	805-543-1706
V6.	Vendor Contact Person	Doug Clay
V7.	Workers Comp Insurance Expiration Date	10/1/16
V8.	Liability Insurance Expiration Date	1/1/16
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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

Date: 5-12-15 Authorized Signature: 

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Santa Barbara County Flood Control & Water Conservation District, a political subdivision of the State of California (hereafter COUNTY) and Specialty Construction Inc. with an address at 645 Clarion Court, San Luis Obispo, CA 93401 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Ricky Tomasini at phone number (805) 681-5636 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Doug Clay at phone number (805) 543-1706 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To COUNTY:	Mr. Thomas D. Fayram, Santa Barbara County Flood Control and Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101
To CONTRACTOR:	Mr. Doug Clay, Specialty Construction Inc., 645 Clarion Court, San Luis Obispo, CA 93401

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on July 1, 2015 and end performance upon completion, but no later than June 30, 2016 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three

(3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

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

21. **SEVERABILITY**

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

22. **REMEDIES NOT EXCLUSIVE**

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

23. **TIME IS OF THE ESSENCE**

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

24. **NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an

acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. REGISTRATION

COUNTY hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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Agreement for Services of Independent Contractor between the **Santa Barbara County Flood Control & Water Conservation District and Specialty Construction Inc.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Flood Control and Water
Conservation District

**SANTA BARBARA COUNTY FLOOD
CONTROL & WATER CONSERVATION
DISTRICT:**

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors

Date: _____

RECOMMENDED FOR APPROVAL:

Santa Barbara County Flood Control
& Water Conservation District

CONTRACTOR:

Specialty Construction Inc.

By: 

Scott McGolpin
Public Works Director

By: 

Authorized Representative

Name: Donna Curtis
Title: V.P., CIVIL DIVISIONS MARK

APPROVED AS TO FORM:

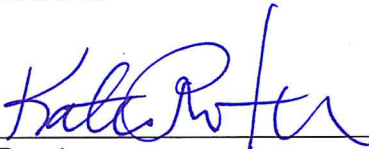
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Robert W. Geis, CPA
Auditor-Controller

By: 

Deputy County Counsel

By: 

Deputy

APPROVED AS TO FORM:

Ray Aromatorio, ARM, AIC
Risk Manager

By: 

Risk Management

EXHIBIT A

STATEMENT OF WORK

The work provided by this agreement will be consistent with Public Contract Code 21271 and will consist of protection and/or maintenance of channels, stormdrains, dams, or other flood control works. The following type of work will be performed on an as needed basis and at the direction of the Flood Control District. Work will be billed in a time and material manner.

SCOPE OF WORK CAPABILITY:

Specialty Construction, Inc. (SCI) maintains the resources, equipment inventory and personnel to perform a broad spectrum of work in the public works arena.

We maintain in-house low-bed heavy equipment transportation services to respond quickly and efficiently, as well as our own lube & fuel truck to service our remote projects.

SCI is capable to support and perform the following operations at request:

- Mass grading operations
- Debris basin cleanout
- Clearing & grubbing
- Rip Rap Placement-Method A& Method B
- UG pipelines of all materials and dimensions
- K-rail supply & placement with 2,200 LF in inventory
- Internal traffic control & flagging
- Trucking: Ten wheelers, semi-end dump, heavy equipment hauling, 35-ton articulated trucks
 - Excavation operations-excavators, backhoes, dozers, loaders, & 35-ton articulated 6-wheel drive trucks
 - Structural concrete retaining walls, fish ladders, large cast-in-place concrete vaults, storm drain manholes & transitions, headwalls, wing walls, bridges
- All concrete flatwork
- Water & waste water treatment plant mechanical installations & equipment
- Finish grading-laser equipped CAT 140 H motor grader with Topcon system
- Light crane work-22 ton boom truck
- HDPE Fusion equipment and certifications up to 24"

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 350,000.
- 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. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- 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 DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- 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.
- E. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Water Agency, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

Attachment B1

SCI CIVIL EQUIPMENT LIST - CDOT RATES EFFECTIVE 4/1/15 to 3/31/16

Some have same code under other classifications - if there is no formula in rate fields, find manually on CDOT Rate Book tab. Watch for duplicate codes when adding new equipment.

SCI Code	Class	Make	Code	Rate	Delay Factor	Overtime Factor	Description
BH-01	LDRRT	DEER	2507D	\$ 45.44	0.11	0.90	JD 310 D
BH-02	LDRRT	DEER	2507E	\$ 46.47	0.11	0.90	JD 310 E
BH-03	LDRRT	DEER	2507F	\$ 52.07	0.11	0.90	JD 310 SE
BH-05	LDRRT	DEER	2508G	\$ 59.95	0.11	0.90	JD 410 G
BH-06	LDRRT	DEER	2508G	\$ 59.95	0.11	0.90	JD 410 G
BH-07	LDRRT	DEER	2508G	\$ 59.95	0.11	0.90	JD 410 G
BH-08	LDRRT	DEER	2508G	\$ 59.95	0.11	0.90	JD 410 G
BH-09	LDRRT	DEER	2508G	\$ 59.95	0.11	0.90	JD 410 G
BH-10C	LDRRT	DEER	2508G	\$ 59.95	0.11	0.90	JD 410 G
BH-11	LDRRT	DEER	2508G	\$ 59.95	0.11	0.90	JD 410 G
BH-12	LDRRT	DEER	2508G	\$ 59.95	0.11	0.90	JD 410 G
BH-13	LDRRT	DEER	2508K	\$ 72.93	0.11	0.90	JD 410 G
EX-01	HCECL	HIT	2800	\$ 82.09	0.17	0.85	Hitachi EX 200 LC
EX-04	HCECL	HIT	2808K	\$ 220.98	0.17	0.85	Hitachi Zaxis 450 LC
EX-05	HCECL	HIT	2800	\$ 82.09	0.17	0.85	Hitachi Zaxis 200 LC
EX-07C	HCECL	HIT	2808K	\$ 220.98	0.17	0.85	Hitachi EX 450 LC
EX-08C	HCECL	DEER	1575D	\$ 110.01	0.17	0.85	JD 225C LC, Zero-Swing
EX-09C	HCECL	DEER	1730	\$ 34.94	0.17	0.85	John Deere Mini-Excavator, Model 50C
EX-10C	HCECL	DEER	1725	\$ 21.85	0.17	0.85	John Deere Mini-Excavator, Model 27D
EX-11	HCECL	CAT	0343DR	\$ 146.69	0.17	0.85	CAT 328D
LO-02	LDRRT	VME	9570C	\$ 81.51	0.11	0.90	Volvo L70C
LO-03	LDRRT	VME	9595C	\$ 131.70	0.11	0.90	Volvo L120 C
LO-04	LDRRT	VME	9575	\$ 97.63	0.11	0.90	Volvo L90 D
LO-05	LDRRT	VME	9595C	\$ 131.70	0.11	0.90	Volvo L120 C
LO-08C	LDRRT	CAT	2372G	\$ 188.66	0.11	0.90	Cat 972 AVHD
LO-09C	LDRRT	VME	9575	\$ 97.63	0.11	0.90	Volvo L90F
SSL-01C	LDRCL	CAT	287C	\$ 43.92	0.12	0.90	Caterpillar 287C Skid Steer Loader
SSL-02C	LDRCL	CAT	299C	\$ 52.79	0.11	0.91	Caterpillar 299C Skid Steer Loader
DO-01	TRACC	DEER	5484A	\$ 54.35	0.13	0.88	JD 650 G
DO-04C	TRACC	CAT	3815	\$ 112.72	0.13	0.88	Caterpillar D6T XL Dozer
SD-02	LDRRT	DEER	2495	\$ 45.13	0.11	0.90	JD 210 LE
SD-03	LDRRT	DEER	2495	\$ 45.13	0.11	0.90	JD 210 LE
MG-01	GRADR	CHPN	730A	\$ 96.07	0.15	0.86	Champlon 735
MG-02C	GRADR	CAT	3265	\$ 98.29	0.11	0.90	Caterpillar 140H VHP
RO-01	ROVIB	IR	4139	\$ 65.14	0.16	0.86	Ingersol Rand SD70 Roller 66" Smooth Drum
RO-02	ROVIB	RAMX	4605	\$ 19.53	0.16	0.86	3-5 Ton Rammax T26
RO-03	ROVIB	MIKA	800GS	\$ 7.48	0.31	0.72	Multiquip MRH800GS Walk Behind
RO-05C	ROVIB	CAT	8082	\$ 104.13	0.16	0.86	CAT CP 563E 84" Sheeps Foot
RO-06C	ROTAM	CAT	2310	\$ 147.59	0.09	0.92	CAT 815B Compactor
RO-07C	ROVIB	CAT		\$ 21.67	0.16	0.86	CAT CB14 31" Smooth Drum 1-2 Ton
RO-08C	ROVIB	CAT	8040	\$ 56.39	0.16	0.86	CAT CP 323 54" Sheeps Foot
FL-01	FKLFT	FLT	080-120	\$ 64.11	0.19	0.82	Cat R-80
FL-02	FKLFT	FLT	040-060	\$ 40.86	0.19	0.82	Toyota - Shop Use Only
FL-03	FKLFT	FLT	080-120	\$ 64.11	0.19	0.82	Cat R-80
RL-01	FKLFT	FLT	080-120	\$ 64.11	0.19	0.82	CAT TH103 Reach Lift
SS-03C	BRMSW	SFPR	ALL	\$ 46.35	0.13	0.88	Lay Mor 8HC Sweeper
FUS-01				\$ -	0.00	0.00	Tracstar 500
FUS-02				\$ -	0.00	0.00	TDW
FUS-03				\$ -	0.00	0.00	28" Fusion Machine
FUS-04				\$ -	0.00	0.00	28" Tracstar
FUS-05				\$ -	0.00	0.00	Electrofusion
CB-01							Conveyor Belt for Excavator
AB-01	TRAFRA	FLAS	TM	\$ 3.39	0.34	0.70	Beamis Arrow Board
AB-02	TRAFRA	FLAS	TM	\$ 3.39	0.34	0.70	Beamis Arrow Board
AB-03	TRAFRA	FLAS	TM	\$ 3.39	0.34	0.70	Wanco Arrow Board
AB-04	TRAFRA	FLAS	TM	\$ 3.39	0.34	0.70	Wanco Arrow Board
AC-01	AIRCP	PORT	016-025	\$ 21.00	0.12	0.89	Sullair 185
AC-02	AIRCP	PORT	016-025	\$ 21.00	0.12	0.89	Sullair 185
AC-04	AIRCP	PORT	016-025	\$ 21.00	0.12	0.89	Sullair 185
AV-01C	TRUCK	T&TT	00-06	\$ 21.50	0.14	0.87	Kubota ATV
AV-02	TRUCK	T&TT	00-06	\$ 21.50	0.14	0.87	Kubota ATV
AV-03	TRUCK	T&TT	00-06	\$ 21.50	0.14	0.87	Kawasaki ATV
PH-01c				\$ -	0.00	0.00	Vermeer Pot.Hole Evacuator
HT-01c	TRUOF	TRU	32-40	\$ 172.49	0.19	0.83	Volvo A35C
HT-02c	TRUOF	TRU	32-40	\$ 172.49	0.19	0.83	Volvo A35C
HT-03c	TRUOF	TRU	32-40	\$ 172.49	0.19	0.83	Volvo A35C
GE-3	ELGEN	GEN	025-050	\$ 14.95	0.11	0.90	Multiquip Generator/Skid Mount
GE-4	ELGEN	GEN	025-050	\$ 14.95	0.11	0.90	Multiquip Generator/Skid Mount
GE-5	ELGEN	GEN	025-050	\$ 14.95	0.11	0.90	Multiquip Generator w/ Trailer
GE-6	ELGEN	GEN	025-050	\$ 14.95	0.11	0.90	Multiquip Generator w/ Trailer
GE-7	ELGEN	GEN	025-050	\$ 14.95	0.11	0.90	Multiquip Generator w/ Trailer
LT-01	ATTCH	KENN	KL12	\$ 1.20	0.43	0.61	C-Clamp lifting tool for RCP
LT-02	ATTCH	KENC	KL12	\$ 1.20	0.43	0.61	Kenco KL-12000, Barrier Lifting Tool
MB-01	TRAFRA	CMSN	SOL1	\$ 9.57	0.34	0.70	Ver-Mac Changeable Message Sign Solar
MB-02	TRAFRA	CMSN	SOL1	\$ 9.57	0.34	0.70	Ver-Mac Changeable Message Sign Solar
MB-03	TRAFRA	CMSN	SOL1	\$ 9.57	0.34	0.70	Solar Tech Changeable Message Sign Solar
MB-04	TRAFRA	CMSN	SOL1	\$ 9.57	0.34	0.70	Solar Tech Changeable Message Sign Solar
MS-01				\$ 75.00	0.00	0.00	Extac 4500 Mobile Screen

SCI Code	Class	Make	Code	Rate	Delay Factor	Overtime Factor	Description
WS-01	SAWCO	ABOP	33-45	\$ 17.44	0.14	0.87	Meco 35HP Walk Behind Wet Saw
WS-02	SAWCO	ABOP	33-45	\$ 17.44	0.14	0.87	Ment 44 HP Walk Behind Wet Saw
TP-01	BITDT	TLMD	0-300	\$ 7.34	0.13	0.89	Tack Pot, Trailer Mounted
71	TRUCK	T&TT	60	\$ 81.17	0.14	0.87	Peterbuilt Low Boy
79C	TRUON	TRUN	3AXL	\$ 71.65	0.16	0.85	Peterbuilt 340 w/Hanco Lube Body
83	VACJT	VACT		\$ 229.02	0.23	0.79	Vactor HXX Prodigy Hydro Excavator Truck
90	TRUON	TRUN	2AXL	\$ 55.69	0.16	0.85	Kenworth Service Body w/Crane
94	TRUON	TRUN	2AXL	\$ 55.69	0.16	0.85	Isuzu NPR Flatebed
94C	TRUON	TRUN	3AXL	\$ 71.65	0.16	0.85	Peterbuilt 10 Wheel Dump Truck
99C	TRUON	TRUN	3AXL	\$ 71.65	0.16	0.85	Peterbuilt 10 Wheel Dump Truck
63C	TRUCK	T&TT	36-48	\$ 51.92	0.14	0.87	AM General 4000 Gallon Water Truck 6X6
109C	TRUCK	T&TT	20-28	\$ 35.68	0.14	0.87	Peterbuilt 2000 Gallon Water Truck
110C	TRUCK	T&TT	36-48	\$ 51.92	0.14	0.87	Peterbuilt 4000 Gallon Water Truck
26	TRUCK	T&TT	00-06	\$ 21.50	0.14	0.87	F150 Ford Truck
36	TRUCK	T&TT	00-06	\$ 21.50	0.14	0.87	F150 Ford Truck
40	TRUCK	T&TT	06-12	\$ 26.95	0.14	0.87	F350 Ford Truck
41	TRUCK	T&TT	06-12	\$ 26.95	0.14	0.87	F350 Ford Truck w/Utility Bed
49	TRUCK	T&TT	06-12	\$ 26.95	0.14	0.87	F350 Ford Truck w/Utility Bed
58	TRUCK	T&TT	06-12	\$ 26.95	0.14	0.87	F350 Ford Truck Flatbed
66	TRUCK	T&TT	12-20	\$ 33.06	0.14	0.87	F550 Ford Truck Crew Cab w/Utility Bed
67	TRUCK	T&TT	06-12	\$ 26.95	0.14	0.87	F350 Ford Truck w/Utility Bed
68	TRUCK	T&TT	00-06	\$ 21.50	0.14	0.87	F150 Ford Truck Crew Cab 4X4
69	TRUCK	T&TT	12-20	\$ 33.06	0.14	0.87	F450 Ford Truck Crew Cab w/Utility Bed
70	TRUCK	T&TT	06-12	\$ 26.95	0.14	0.87	F250 Ford Truck Extra Cab 4X4
72	TRUCK	T&TT	12-20	\$ 33.06	0.14	0.87	F450 Ford Truck Extra Cab w/Utility Bed
73	TRUCK	T&TT	12-20	\$ 33.06	0.14	0.87	F450 Ford Truck Crew Cab w/Utility Bed
82	TRUCK	T&TT	00-06	\$ 21.50	0.14	0.87	F150 Ford Truck Extra Cab
86	TRUCK	T&TT	12-20	\$ 33.06	0.14	0.87	F450 Ford Truck Extra Cab w/Utility Bed
89	TRUCK	T&TT	06-12	\$ 26.95	0.14	0.87	F250 Ford Truck Enclosed Bed for Concrete Saw
92	TRUCK	T&TT	06-12	\$ 26.95	0.14	0.87	2500HD GMC Truck Extra Cab 4X4
96	TRUCK	T&TT	06-12	\$ 26.95	0.14	0.87	2500 Dodge Truck Crew Cab 4X4
98	TRUCK	T&TT	00-06	\$ 21.50	0.14	0.87	Chevrolet Colorado Extra Cab 4X4
106	TRUCK	T&TT	12-20	\$ 33.06	0.14	0.87	F450 Ford Truck w/Utility Bed
107	TRUCK	T&TT	12-20	\$ 33.06	0.14	0.87	F450 Ford Truck Extra Cab w/Utility Bed
TR-04	TRAIT	TB-2	18-20	\$ 5.57	0.41	0.64	Tilt Bed Trailer
TR-06	TRAIT	TB-2	22-25	\$ 6.21	0.41	0.64	End Dump Trailer
TR-11	TRAIL	LB-A	200	\$ 17.79	0.41	0.64	Low Bed Trailer 2 Axle
TR-16	TRAIT	TB-2	08-10	\$ 4.14	0.41	0.64	Tilt Bed Trailer 2 Axle
TR-17	TRAIT	TB-2	08-10	\$ 4.14	0.41	0.64	Trailer 2 Axle
SMALL EQUIPMENT							
AIRCHIP	AIRTO	ATOL	10-20	\$ 0.44	0.61	0.41	Air Chipping Hammer
90LB-JH	AIRTO	ATOL	60	\$ 1.42	0.61	0.41	90 lb Jack Hammer
60LB-JH	AIRTO	ATOL	60	\$ 1.42	0.61	0.41	60 lb Jack Hammer
AIRTAMP	AIRTO	ATOL	30-40	\$ 0.93	0.61	0.41	Air Tamper
AIRCOMP	AIRCP	PORT	000-004	\$ 5.26	0.12	0.89	Air Compressor with hood
MOLE	AUGHZ	VERM	MOLE2.5	\$ 1.06	0.38	0.65	2.5" Hammerhead Mole
JMPJCK	COMHG	COMP	0-250	\$ 4.21	0.17	0.84	Jumping Jack Compactor
SCIE	CONVB	CVIB	EVHD	\$ 1.06	0.30	0.71	Concrete Vibrator
2KWGEN	ELGEN	GEN	001-003	\$ 2.06	0.11	0.90	Honda EH2001 2KW Generator
RBCTR	ELTOL	TOOL	080-100	\$ 0.48	0.61	0.42	MULTIQUIP ELECTRONIC REBAR CUTTER
BNDWSW	ELTOL	TOOL	045-060	\$ 0.29	0.61	0.42	MILWAKEE BAND SAW
OATORCH	ELTOL	TOOL	080-100	\$ 0.48	0.61	0.42	OXY/ACTYLENE CUTTING TORCH SET
ROTOHMR	ELTOL	TOOL	080-100	\$ 0.48	0.61	0.42	Hilti TE Roto Hammer w/accessories
NLGNCMP	ELTOL	TOOL	080-100	\$ 0.48	0.61	0.42	HITACHI NAIL GUN AND COMPRESSOR
LASER	ENGSV	TPCN	RLH1SA	\$ 1.74	0.49	0.53	Topcon Rotating Laser w/tripod, rod & power
BRKR	HAMMR	TRMC	1310	\$ 12.82	0.21	0.81	JD Breaker, Hammer
CONEX							Daily Rates
PLATES	NONOP	MISC	0230	\$ 1.95	0.55	1.00	20' Storage Container (DAILY RATE)
KRAIL	NONOP	TRAF	0820	\$ 0.44	0.55	1.00	1.5" Traffic Plates /100SF (DAILY RATE)
RMBL	NONOP	MISC	CEP100	\$ 1.98	0.55	1.00	Per 20' Piece of K-Rail (DAILY RATE)
WB-04	PUMWA	APMP	010-020	\$ 5.66	0.35	0.68	Temp Construction Entrance Plates (DAILY RATE)
PRSWH	PUMWA	APMP	020-030	\$ 6.39	0.35	0.68	Wylie Water Wagon
SNDBLST	SANBL	REMC	010-035	\$ 1.53	0.51	0.53	Power Ease Pressure Washer
COSAW	SAWCH	SAW	5-HP	\$ 2.91	0.11	0.90	Sandblasting Pot, 300lb, w/air/hood
SIGNS	TRAF	6FSS	EACH	\$ 2.64	0.72	1.00	Stihl 14" Cut-off Saw
CONES	TRAF	2TC	D100	\$ 22.14	0.72	1.00	Sign Tree, Sign & 3 Flags (DAILY RATE)
							Daily Rates
							28" High Cone w/ Reflective Sleeve, Per 100 (DAILY RATE)

EXHIBIT C

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

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation applies to COUNTY's active as well as passive negligence but does not apply to COUNTY's sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising

out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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