

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 **TWINING, INC.** with an address at **1879 Portola Road, Suite G Ventura, CA 93003** (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

Philip Gaston at phone number **805-803-8776** is the representative of County and will administer this Agreement for and on behalf of County. **Jeff Tawakoli** at phone number **805-644-5100** 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: **Philip Gaston, Public Works, 620 W. Foster Rd., Santa Maria, CA, 93455, 805-803-8776, pgaston@cosbpw.net**

To Contractor: **Jeff Tawakoli, TWINING INC., 1879 Portola Road, Suite G, Ventura, CA 93003, 805.644.5100, jtawakoli@twininginc.com**

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

3. SCOPE OF SERVICES

Contractor agrees to provide services to County in accordance with Exhibit A attached hereto and incorporated herein by reference.

4. PERFORMANCE PERIOD

- A. Contractor shall commence performance on **7/13/2021** and end performance upon completion, but no later than **6/30/2024** unless otherwise directed by County or unless earlier terminated.
- B. The Director of Public Works, or designee, may extend the period of performance of this Agreement for up to a period of one year by giving written notice of extension to Contractor.

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 Clause 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 manner consistent with the standards 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

- A. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or 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 three (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 three (3) years. Any exceptions to this certification must be disclosed to County.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining Contractor responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.
- D. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, which certifies that Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility for participation in any state or local government agency contracts. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

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

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

- A. 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.
- B. Statement of Compliance:
- 1) Contractor's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that Contractor has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.
 - 2) During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
 - 3) The Contractor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
 - 4) The Contractor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Contractor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

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 Non-appropriation 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. HANDLING OF PROPRIETARY INFORMATION

Contractor understands and agrees that certain materials which may be provided by County may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:

- A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of Contractor working on the project who have a need to use the material.
- B. Upon conclusion of Contractor's work, Contractor shall return all copies of the material direct to party providing such material. Contractor shall contact County to obtain the name of the specific party authorized to receive the material.

34. IMMATERIAL CHANGES

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

35. NEWS RELEASES/INTERVIEWS

Contractor agrees for itself, its agents, employees, and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the County Contract Manager. Contractor further agrees that all media requests for communication will be referred to County's responsible personnel.

36. FEDERAL AND STATE PREVAILING WAGE RATES

- A. Contractor shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. 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.

37. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

- A. Contractor agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.
- B. Contractor also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni Circular)
- C. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by Contractor to County.
- D. All subcontracts shall contain the above provisions.

38. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to County for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractor(s) is an independent obligation from County's obligation to make payments to the Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's designated representative, except that, which is expressly identified in the approved Cost Proposal.
- C. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to Contractor by County.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.

- E. Any substitution of subcontractor(s) must be approved in writing by County's designated representative prior to the start of work by the subcontractor(s).

39. SUBCONTRACTORS

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

40. EQUIPMENT PURCHASES

- A. Prior authorization in writing, by County's designated representative shall be required before Contractor enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or Contractor services. Contractor shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service, or consulting work not covered in Contractor's Cost Proposal and exceeding \$5,000 prior authorization by County's designated representative; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchased as a result of this Agreement is subject to the following: "Contractor shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, County shall receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated, Contractor may either keep the equipment and credit County in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established County procedures; and credit County in an amount equal to the sales price. If Contractor elects to keep the equipment, fair market value shall be determined at Contractor's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by County and Contractor, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by County."

- C. All subcontracts shall contain the above provisions.

41. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Deputy Director - Finance and Administration for Public Works.
- B. Not later than 30 days after issuance of the final audit report, Contractor may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by County will excuse Contractor from full and timely performance, in accordance with the terms of this Agreement.
- D. Contractor and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal, and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is Contractor's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by Contractor and approved by County designated representative to conform to the audit or review recommendations. Contractor agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by County at its sole discretion. Refusal by Contractor to incorporate audit or review recommendations, or to ensure that the federal, state, or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.

42. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any County employee. For breach or violation of this warranty, County shall have the right in its discretion; to terminate the Agreement without liability; to pay only for the value of the work actually performed; or to deduct from the Agreement price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

43. PROHIBITION OF EXPENDING COUNTY, STATE, OR FEDERAL FUNDS FOR LOBBYING

A. Contractor certifies to the best of his or her knowledge and belief that:

- 1) No state, federal or County appropriated funds have been paid, or will be paid by-or-on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. Contractor also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

44. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.

Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The Contractor shall promptly disclose, in writing, to the County office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this Agreement or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

45. PROCUREMENT OF RECOVERED MATERIALS

Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

47. INDEFINITE DELIVERY, INDEFINITE QUANTITY

This is an indefinite-quantity contract for the services specified, and effective for the period stated in Section 4. Performance shall be made only as authorized by task orders. The Contractor shall furnish to the County, when

and if ordered, the services specified within the scope of Exhibit A and the specific task order, but shall in no way exceed the amount specified in Exhibit B. The County shall order at least the minimum amount of services shown in Exhibit B.

There is no limit on the number of task orders that may be issued. The County may issue task orders requiring delivery to multiple destinations or performance at multiple locations.

Any task order issued during the effective period shown in Section 4 of this Agreement and not completed within that period shall be completed by the Contractor within the time specified in the task order. The Agreement shall govern the Contractor's and County's rights and obligations with respect to that task order to the same extent as if the task order were completed during the contract's effective period; provided, that the Contractor shall not be required to provide any services under this Agreement after [6/30/2024](#).

CONTRACTOR SIGNATURE PAGE

Agreement for services and work to be performed by Contractor between the County and Contractor.

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

CONTRACTOR:

Steve Schiffer

TWINING, INC.

1879 Portola Road, Suite G

Ventura, CA 93003

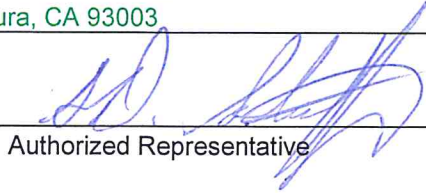
NA

Business Type: Corporation

sschiffer@twininginc.com

562.426.3355

By:



Authorized Representative

Date:

June 3, 2021

COUNTY SIGNATURE PAGE

Agreement for services and work to be performed by Contractor between the County and Contractor.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

Bob Nelson

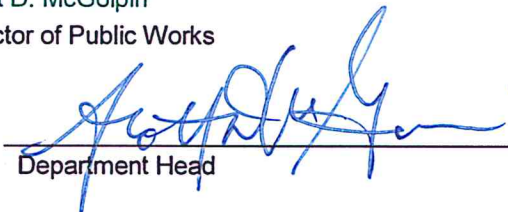
By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:


Scott D. McGolpin
Director of Public Works

By:  _____
Department Head

Date: 6/24/21

APPROVED AS TO FORM:

Ray Aromatorio
Risk Manager

DocuSigned by:
By:  _____
D3DB8526E16F47F...
Deputy

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

DocuSigned by:
By:  _____
E1998503A4304B7...
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

DocuSigned by:
By:  _____
61A92FE8AE994D1...
Deputy County Counsel

Exhibit A – Statement of Work

Jeff Tawakoli shall be the individual(s) personally responsible for providing all services hereunder. Contractor may not substitute other persons without the prior written approval of County's Designated Representative.

Work shall comply with the RFP and proposal dated April 30, 2021 (Attachment A) as modified by negotiated Cost Proposal included in Exhibit B and will occur pursuant to executed Task Orders.

Work shall be within the assigned maintenance Division of the County except as specified in the RFP and Exhibit B. The work includes only performing the material test and providing material test data as specified. The work does not provide an evaluation or a discipline report and is therefore a non-A&E (Architecture & Engineering) service (Reference: California Government Code §4527.)

The Contractor assigned maintenance Division is: LOMPOC.



Suspension for Convenience: County may, without cause, order Contractor in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 90 days. County shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

Exhibit B – Payment Arrangements Cost per Unit of Work

- A. The method of payment for the work shall be at the rate specified for each item, as described in this Exhibit. The specified rate shall include full compensation to Contractor for the item as described, including profit and overhead and also include but not be limited to, any repairs, maintenance, or insurance, and no further compensation will be allowed therefore. Additional compensation may only be authorized with a contract amendment.

Specific projects will be assigned to CONTRACTOR through issuance of Task Orders. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. When a project arises within the maintenance Division to which Contractor is assigned, that Contractor will automatically be selected for the required QAMTS which will be formally outlined in the draft Task Order. If a project is on the boundary between 2 maintenance Divisions, the QAMTS Contractor with the least total dollar amount of previously issued Task Orders will be selected for the work in question. If a countywide contract is awarded to construct work in various Divisions, then a Draft Task Order will be sent to the Contractor that has, to date, received the lowest cumulative dollar amount of previously issued TASK ORDERS. This process will continue such that whichever of the 3 Contractors has the lowest total dollar amount of existing TASK ORDERS at the time of the subject project award will be selected to perform the work via transmittal of a draft Task Order. In addition, work within a maintenance Division which cannot be performed by the assigned Contractor due to a lack of available staff, scheduling conflicts, et al other reasons that would delay the required QAMTS the work may be assigned to a Contractor from another maintenance Division at the sole discretion of the Contract Manager or their designee.

- B. A draft Task Order will identify the scope of services, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within five (5) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR. Projects, task orders, and overall contract budget will be tracked by the County; an example is the following table:

PROJECT	BUDGETED	REMAINING	TASK ORDER #1	TASK ORDER #2	TASK ORDER #3
TOTAL (MAXIMUM)	X	-	-	-	-
F.Y. 2022 HMA OVERLAY	Y	Y-Z1-Z2-Z3	Z1	Z2	Z3
TOTAL	-	X-Z1-Z2-Z3	-	-	-

- C. Payment for vehicle expenses for Contractor’s field personnel shall be **included in the items identified** per the approved Cost Proposal and shall provide for a fully equipped vehicle with flashing amber lights and other required equipment, as specified in Exhibit A, Statement of Work.
- D. The specified rate to be paid for testing work supplied by the Contractor (including all required tools, equipment, etc.) shall be as listed in the approved Cost Proposal which follows;

<u>COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION; QUALITY ASSURANCE PROGRAM</u>						
<u>QUALITY ASSURANCE MATERIAL TESTING</u>		PROJ.#	IDIQ02-QAMTS	2021-2024		
<u>ITEM NO.</u>	<u>TEST NO.</u>	<u>ITEM NAME/DESCRIPTION</u>		<u>UNIT</u>	<u>EST. QTY.</u>	<u>EST. UNIT COST</u>

-	-			-				-			-
1	ASTM E70		pH of Aqueous Solutions With the Glass Electrode	Each	2	\$45.00	\$90.00				
2	ASTM D5		Penetration of Bituminous Materials	Each	2	\$100.00	\$200.00				
3	ASTM D92		Flash and Fire Points by Cleveland Open Cup Tester	Each	2	\$125.00	\$250.00				
4	ASTM D244		Practices for Emulsified Asphalts	Each	2	\$750.00	\$1,500.00				
5	ASTM D412		Vulcanized Rubber and Thermoplastic Elastomers—Tension	Each	2	\$250.00	\$500.00				
6	ASTM D471		Rubber Property—Effect of Liquids	Each	2	\$260.00	\$520.00				
7	ASTM D1556/1557		Relative Compaction, Curve	Each	30	\$190.00	\$5,700.00				
8	ASTM D2006		Characteristic Groups in Rubber Extender and Processing Oils by the Precipitation Method	Each	2	\$1,000.00	\$2,000.00				
9	ASTM D2007		Characteristic Groups in Rubber Extender and Processing Oils and Other Petroleum-Derived Oils by the Clay-Gel Absorption Chromatographic Method	Each	2	\$900.00	\$1,800.00				
10	ASTM D2170		Kinematic Viscosity of Asphalts	Each	2	\$120.00	\$240.00				
11	ASTM D2171		Viscosity of Asphalts by Vacuum Capillary Viscometer	Each	2	\$120.00	\$240.00				
12	ASTM D2872		Effect of Heat and Air on a Moving Film of Asphalt (Rolling Thin-Film Oven Test)	Each	2	\$145.00	\$290.00				
13	ASTM D2922/6938		In Place Soil Density, Moisture	Each	500	\$-	\$-				
14	ASTM D4791		Flat and elongated particles	Each	50	\$240.00	\$12,000.00				
15	ASTM D6997		Distillation of Emulsified Asphalt	Each	2	\$150.00	\$300.00				
16	ASTM D7496		Viscosity of Emulsified Asphalt by Saybolt Furol Viscometer	Each	2	\$120.00	\$240.00				
17	ASTM C143		Concrete Slump	Each	100	\$-	\$-				
18	ASTM A934		Epoxy coated rebar adhesion/thickness	Each	10	\$80.00	\$800.00				
19	AASHTO R28		Pressure Aging Vessel (PAV)	Each	2	\$500.00	\$1,000.00				
20	AASHTO R59		Binder Recovery	Each	2	\$450.00	\$900.00				
21	AASHTO T27		Aggregate Gradation	Each	100	\$150.00	\$15,000.00				
22	AASHTO T44		Solubility	Each	2	\$150.00	\$300.00				
23	AASHTO T48		Flash Point	Each	2	\$120.00	\$240.00				
24	AASHTO T49		Penetration, 25 oC	Each	2	\$100.00	\$200.00				
25	AASHTO T51		Ductility	Each	2	\$130.00	\$260.00				
26	AASHTO T53		Softening Point of Bitumen	Each	2	\$130.00	\$260.00				
27	AASHTO T59		Test for Emulsified Asphalts	Each	2	\$150.00	\$300.00				
28	AASHTO T96		Los Angeles Rattler	Each	20	\$210.00	\$4,200.00				
29	AASHTO T164		RAP Binder content	Each	20	\$160.00	\$3,200.00				
30	AASHTO T176		Sand equivalent	Each	100	\$125.00	\$12,500.00				
31	AASHTO		RAP Specific gravity	Each	20	\$160.00	\$3,200.00				

	T209						
32	AASHTO T210		Durability Index	Each	20	\$210.00	\$4,200.00
33	AASHTO T240		Rolling Thin Film Oven (RTFO)	Each	2	\$150.00	\$300.00
34	AASHTO T255		Aggregate moisture content at continuous mixing plants and RAP moisture content at continuous mixing plants and batch mixing plants	Each	22	\$30.00	\$660.00
35	AASHTO T269		Air voids content	Each	20	\$70.00	\$1,400.00
36	AASHTO T283		Moisture Susceptibility	Each	2	\$1,000.00	\$2,000.00
37	AASHTO T301		Elastic Recovery	Each	2	\$140.00	\$280.00
38	AASHTO T304- A		Fine aggregate angularity	Each	20	\$190.00	\$3,800.00
39	AASHTO T308- A		Asphalt binder content	Each	20	\$160.00	\$3,200.00
40	AASHTO T313		Creep and Stiffness	Each	2	\$200.00	\$400.00
41	AASHTO T315		Dynamic Shear (all phases)	Each	2	\$400.00	\$800.00
42	AASHTO T316		Viscosity	Each	2	\$200.00	\$400.00
43	AAASTO T324		Hamburg wheel track	Each	10	\$1,100.00	\$11,000.00
44	AASHTO T329		HMA moisture content	Each	21	\$50.00	\$1,050.00
45	AASHTO T335		% of crushed particles coarse AND fine aggregate	Each	20	\$175.00	\$3,500.00
46	MS-2		VMA, DP, MS-2 Asphalt Mixture Volumetrics (7th Ed. 2015)	Each	20	\$100.00	\$2,000.00
47	California Test 202		Sieve Analysis	Each	80	\$150.00	\$12,000.00
48	California Test 206		Specific Gravity and Absorption of Coarse Aggregate	Each	20	\$100.00	\$2,000.00
49	California Test 207		Specific Gravity and Absorption of Fine Aggregate	Each	20	\$165.00	\$3,300.00
50	California Test 211		LA Rattler	Each	50	\$210.00	\$10,500.00
51	California Test 213		Organic Impurities in Concrete Sand	Each	10	\$90.00	\$900.00
52	California Test 214		Soundness of Aggregates by Use of Sodium Sulfate	Each	10	\$450.00	\$4,500.00
53	California Test 217		Sand Equivalent	Each	100	\$125.00	\$12,500.00
54	California Test 227		Cleanness Value	Each	50	\$175.00	\$8,750.00
55	California Test 229		Durability Index	Each	50	\$210.00	\$10,500.00
56	California Test 233		Gamma Gamma Logging	Each	20	\$300.00	\$6,000.00
57	California Test 301		R-Value	Each	50	\$440.00	\$22,000.00
58	California Test 331		Residue by evaporation	Each	2	\$160.00	\$320.00

59	California Test 332		Torsional recovery	Each	2	\$180.00	\$360.00
60	California Test 339		Field Test for the Determination of Distributor Spread Rate	Each	20	\$75.00	\$1,500.00
61	California Test 342		Portable Skid Testing	Day	2	\$1,500.00	\$3,000.00
62	California Test 375		Determining the In-Place Density and Relative Compaction of Hot Mix Asphalt Pavement Using Nuclear Gage	Each	100	\$20.00	\$2,000.00
63	California Test 384 (if RAP used)		Aggregate Gradation	Each	2	\$150.00	\$300.00
64	California Test 387(AASHTO R56 & R57)		Inertial Profiling	Day	2	\$1,000.00	\$2,000.00
65	California Test 401		Polymer content based on residual asphalt	Each	2	\$180.00	\$360.00
66	California Test 515		Relative Mortar Strength of Portland Cement Concrete Sand	Each	20	\$50.00	\$1,000.00
67	California Test 518		Unit Weight of Fresh Concrete	Each	20	\$50.00	\$1,000.00
68	California Test 521/539/540		Concrete Compressive Test Specimens	Each	200	\$38.00	\$7,600.00
69	California Test 533		Concrete Ball Penetration	Each	20	\$-	\$-
70	California Test 541		Flow of Grout Mixtures (Flow Cone Method)	Each	20	\$150.00	\$3,000.00
71	California Test 670	a	Mechanical & Welded Reinforcing Steel Splice; #8 -	Each	50	\$200.00	\$10,000.00
72	California Test 670	b	Mechanical & Welded Reinforcing Steel Splice; #9 to #11	Each	25	\$200.00	\$5,000.00
73	California Test 670	c	Mechanical & Welded Reinforcing Steel Splice; #14 +	Each	25	\$200.00	\$5,000.00
-	PREVAILING WAGE(PW):		https://www.dir.ca.gov/OPRL/2021-1/PWD/index.htm				
74	-INCLUDE TOTAL LOADED RATE		Field Soils and Materials Tester - Group 1 - P.W. (ACTUAL HRS, NO MINIMUMS)	HR	1000	\$108.00	\$108,000.00
75	-INCLUDE TOTAL LOADED RATE		Reinforced Concrete Tester -Group 2 - P.W.(ACTUAL HRS, NO MINIMUMS)	HR	5	\$108.00	\$540.00
76	-INCLUDE TOTAL LOADED RATE		Nondestructive Testing Tester - Group 3 - P.W.(ACTUAL HRS, NO MINIMUMS)	HR	5	\$130.00	\$650.00
77	-INCLUDE TOTAL LOADED RATE		Materials Testing Lab Manager	HR	100	\$130.00	\$13,000.00
78	-INCLUDE TOTAL LOADED RATE		Materials Testing Contract Manager (Registered GE,PE)	HR	40	\$180.00	\$7,200.00
79	-TRAVEL RATE; for expense for technicians driving to assigned work location and sample pickup/drop-off; including all the actual vehicle costs (fuel, insurance, lease, tax, etc. ALL); must include profit; ACTUAL HOURS, no minimums; County Line to jobsite location if lab is outside the County otherwise point of origin to jobsite.			HR	400	\$80.00	\$32,000.00

YR1 TOTAL=	\$400,000
ANNUAL COST ESCALATION RATE (%)=	2
YR2 TOTAL=	\$408,000
YR3 TOTAL=	\$416,160
CONTRACT TOTAL=	\$1,224,160

Each Task Order shall be negotiated with a specific amount of total units of work which must be based on the rates set forth in CONTRACTOR's Cost Proposal, shown above, or at a negotiated Task Order-specific rate lower than the rates shown above. Additional tests may be added to this list pursuant to County request and negotiation on cost and documented in writing.

- E. The method of payment for this contract will be based on cost per unit of work. County will reimburse Contractor for costs (including labor costs, employee benefits, travel, equipment-rental costs, profit, overhead and other direct costs) incurred by Contractor in performance of the work through the costs per unit of work above. Contractor will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will Contractor be reimbursed for overhead costs at a rate that exceeds County approved overhead rate set forth in the approved Cost Proposal except for prevailing wage rates beyond the annual escalation rate. In the event, County determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by County may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "M," shall not be exceeded unless authorized by contract amendment.
- F. Reimbursement for transportation and subsistence costs are included in the rates specified in the approved Cost Proposal. Regardless of inclusion in a cost proposal, the County shall not reimburse the Consultant for costs to relocate its personnel to the service area. The County shall not reimburse the Consultant for per diem costs, unless preapproved in writing by the County. The County shall not reimburse the Consultant for out-of-state travel without prior written approval from the County. The County shall not reimburse for housing accommodations unless explicitly outlined in a Task Order.
- G. Progress payments for each Task Order will be made monthly in arrears based on services provided. If Contractor fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, County shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 28, Termination. Failure to submit the required deliverable items in the time specified may result in withholding of payment or permanent deductions from total payment if it results in a loss to the County due to delaying a construction project.
- H. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- I. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Manager of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Section 41 Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Manager at the following address:

Philip Gaston
620 West Foster Road
Santa Maria, CA 93455

- J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases greater than the agreed Cost Proposal annual cost escalation rate, which are the direct result of changes in the prevailing wage rates, are reimbursable.
- K. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- L. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- M. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- N. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed **\$1,224,160.00**. It is understood and agreed that a minimum amount of \$50,000.00 will be ordered during the performance period identified in Section 4. Otherwise, it is understood and agreed that there is no guarantee, either expressed or implied that any other dollar amount exceeding \$50,000.00 will be authorized under this contract through Task Orders.
- O. All subcontracts shall contain the above provisions.

Exhibit C – Indemnification and Insurance Requirements (For Quality Assurance Materials Testing Contracts Only)

INDEMNIFICATION

A. Indemnification pertaining to other than Professional Services:

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, arising out of or related to the CONTRACTOR'S work or activities for the COUNTY and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by COUNTY on account of any such claim except where such indemnification is prohibited by law. CONTRACTOR's indemnification obligation does not apply to the COUNTY's sole negligence or willful misconduct.

B. Indemnification pertaining to Professional Services:

CONTRACTOR agrees to defend, indemnify 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 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.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

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

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

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

Any 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.

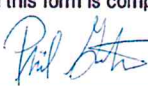
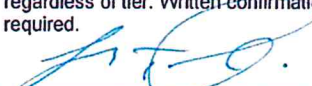
Exhibit 10-O2 Contractor Contract DBE Commitment

July 23, 2015

LOCAL ASSISTANCE PROCEDURES MANUAL

Page 1 of 2

1. Local Agency: County of Santa Barbara 2. Contract DBE Goal: 0%
3. Project Description: Construction Material Testing Services, IDIQ, 2021-2024
4. Project Location: Countywide, Various, IDIQ
5. Contractor's Name: TWINING INC. 6. Prime Certified DBE: 7. Total Contract Award Amount: \$1,224,160.00
8. Total Dollar Amount for ALL Subcontractors: _____ 9. Total Number of ALL Subcontractors: _____

10. Description of Work, Service, or Materials Supplied	11. DBE Certification Number	12. DBE Contact Information	13. DBE Dollar Amount		
Material Testing and Inspection	NA	NA	0		
Local Agency to Complete this Section					
20. Local Agency Contract Number: <u>IDIQ02</u>		14. TOTAL CLAIMED DBE PARTICIPATION	\$		
21. Federal-Aid Project Number: <u>NA</u>			0%		
22. Contract Execution Date: <u>7/13/2021</u>					
Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.  <small>Digitally signed by Philip Gaston DN: cn=US, email=Phgaston@cosbpo.net, c=US, o=California High-Speed Rail Authority Location: 620 W. Center Rd. Santa Maria, CA Reason: I am the author of this document Contact info: 805-803-8776 Date: 2021.06.23 15:34:27 -0700</small>		IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required. 			
23. Local Agency Representative's Name <u>Philip Gaston</u>	24. Date <u>6/10/2021</u>			15. Preparer's Signature <u>Jeff Tawakoli</u>	16. Date <u>6/10/21</u>
25. Local Agency Representative's Name <u>Contract Manager</u>	26. Phone <u>805-803-8776</u>			17. Preparer's Name <u>Ventura Branch Manager</u>	18. Phone <u>805-644-5100</u>
27. Local Agency Representative's Title 				19. Preparer's Title 	

DISTRIBUTION: 1. Original – Local Agency, 2. Copy – Caltrans District Local Assistance Engineer (DLAE). Failure to submit to DLAE within 30 days of contract execution may result in de-obligation of federal funds on contract.

ADA Notice:
For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

Exhibit 10-O2 Contractor Contract DBE Commitment

July 23, 2015

EXHIBIT 10-O2 INSTRUCTIONS

Page 2 of 2

CONTRACTOR SECTION

1. Local Agency - Enter the name of the local or regional agency that is funding the contract.
2. Contract DBE Goal - Enter the contract DBE goal percentage as it appears on the project advertisement.
3. Project Description - Enter the project description as it appears on the project advertisement (Bridge Rehab, Seismic Rehab, Overlay, Widening, etc).
4. Project Location - Enter the project location as it appears on the project advertisement.
5. Contractor's Name - Enter the Contractor's firm name.
6. Prime Certified DBE - Check box if prime Contractor is a certified DBE.
7. Total Contract Award Amount - Enter the total contract award dollar amount for the prime Contractor.
8. Total Dollar Amount for ALL Subcontractors – Enter the total dollar amount for all subcontracted Contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime Contractor information in this count.
9. Total number of ALL subcontractors – Enter the total number of all subcontracted Contractors. SUM = (DBEs + all Non-DBEs). Do not include the prime Contractor information in this count.
10. Description of Work, Services, or Materials Supplied - Enter description of work, services, or materials to be provided. Indicate all work to be performed by DBEs including work performed by the prime Contractor's own forces, if the prime is a DBE. If 100% of the item is not to be performed or furnished by the DBE, describe the exact portion to be performed or furnished by the DBE. See LAPM Chapter 9 to determine how to count the participation of DBE firms.
11. DBE Certification Number - Enter the DBE's Certification Identification Number. All DBEs must be certified on the date bids are opened.
12. DBE Contact Information - Enter the name, address, and phone number of all DBE subcontracted Contractors. Also, enter the prime Contractor's name and phone number, if the prime is a DBE.
13. DBE Dollar Amount - Enter the subcontracted dollar amount of the work to be performed or service to be provided. Include the prime Contractor if the prime is a DBE. See LAPM Chapter 9 for how to count full/partial participation.
14. Total Claimed DBE Participation - \$: Enter the total dollar amounts entered in the 'DBE Dollar Amount' column. %: Enter the total DBE participation claimed ('Total Participation Dollars Claimed' divided by item 'Total Contract Award Amount'). If the total % claimed is less than item 'Contract DBE Goal,' an adequately documented Good Faith Effort (GFE) is required (see Exhibit 15-H DBE Information - Good Faith Efforts of the LAPM).
15. Preparer's Signature - The person completing the DBE commitment form on behalf of the Contractor's firm must sign their name.
16. Date - Enter the date the DBE commitment form is signed by the Contractor's preparer.
17. Preparer's Name - Enter the name of the person preparing and signing the Contractor's DBE commitment form.
18. Phone - Enter the area code and phone number of the person signing the Contractor's DBE commitment form.
19. Preparer's Title - Enter the position/title of the person signing the Contractor's DBE commitment form.

LOCAL AGENCY SECTION

20. Local Agency Contract Number - Enter the Local Agency contract number or identifier.
21. Federal-Aid Project Number - Enter the Federal-Aid Project Number.
22. Contract Execution Date - Enter the date the contract was executed.
23. Local Agency Representative's Signature - The person completing this section of the form for the Local Agency must sign their name to certify that the information in this and the Contractor Section of this form is complete and accurate.
24. Date - Enter the date the DBE commitment form is signed by the Local Agency Representative.
25. Local Agency Representative's Name - Enter the name of the Local Agency Representative certifying the Contractor's DBE commitment form.
26. Phone - Enter the area code and phone number of the person signing the Contractor's DBE commitment form.
27. Local Agency Representative Title - Enter the position/title of the Local Agency Representative certifying the Contractor's DBE commitment form.

County of Santa Barbara
Indefinite Delivery-Indefinite Quantity
"As Needed" Construction Quality Assurance
Material Testing Services



1879 Portola Road, Suite G
Ventura CA 93003

Tel 805.644.5100
Fax 562.426.6424

April 23, 2021
Proposal No.: 21-0695
Mr. Philip Gaston, PE
County of Santa Barbara
Public Works Department
123 East Anapamu Street
Santa Barbara, CA 93101

SUBJECT: Proposal to Provide Indefinite Quantity "As Needed" Construction Quality Assurance Material Testing Services

Dear Mr. Gaston:

Twining, Inc. (Twining) is pleased to present this proposal to provide construction quality materials testing services on an as-needed basis for the County of Santa Barbara (County). We have worked successfully with the County since 2015 and look forward to continuing our positive relationship.

Project Understanding. We understand that Twining shall provide QAMTS as needed for various projects including annual road maintenance microsurfacing, HMA paving and other re-surfacing, sidewalks, subgrade improvements, embankment construction, class II base materials, walls and other infill, bridge retrofits and full bridge replacements. Included in these projects are potential road realignments in the County maintained road system funded by County, State, and Federal revenue streams. Testing activities would include field inspection, review previous tests conducted in the same area, collect samples, perform field and laboratory tests, foundation report review, measurement of certain material quantities, testing of construction materials, preparation of testing estimates, and prepare reports to certify that construction is being performed in accordance with the plans and specifications, as requested.

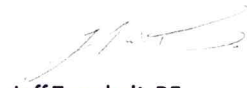
Familiarity with the County. Twining has served your County for years providing material testing and inspection services which are similar to the services requested in this contract. Our history within the County, proximity to the County, extensive knowledge of the area, and deep understanding of the community assure a seamless integration between our team and your public works department for this upcoming important project.

Specialized Experience in Public Works. Twining has unmatched expertise in providing on-call services for various public works clients throughout the state. We have been the trusted firm to provide similar services to dozens of Southern California agencies, such as the County of Ventura, the City of Santa Barbara, and the City of Santa Clarita, as well as the Counties of Los Angeles and Orange.

Local and Turn Around Time. Our local facility and inspectors enable Twining to turn test results around in 24-hours. Being close to your projects allows us to rapidly respond to the needs of the City for any and all services that may be requested throughout the life of this contract. In addition, our field staff is well versed in the Caltrans Local Assistance Procedures Manual, Caltrans Construction Manual, and the Greenbook.

We would like to thank you for inviting us to present this proposal. Our understanding of the County, experience providing services on similar projects make us a valuable member for your project team. Should you have any questions related to this proposal, please contact Jeff Tawakoli, PE by phone at 805.644.5100 or by email at jtawakoli@twininginc.com.

Sincerely,



Jeff Tawakoli, PE
Ventura Branch Manager



Linas Vitkus, PE, GE
Chief Operating Officer
*Authorized to negotiate and contractually
bind Twining with the County

ADDENDUM NO. 1



PUBLIC WORKS – TRANSPORTATION – ENGINEERING ADDENDUM NOTICE

Friday, 23 April 2021

ADDENDUM NO. 1 FOR:
INDEFINITE DELIVERY-INDEFINITE QUANTITY "AS NEEDED" CONSTRUCTION MATERIALS TESTING
SERVICES – 3 YEAR CONTRACT TERM
COUNTY PROJECT NO. IDIQ02

Prepared By: Philp Gaston Date: 4/23/2021

Reviewed By: Eric Pearson Date: 4/23/2021

The Contractor's attention is directed to the proposal information presented below that contain modifications to the [REDACTED] to provide additional information.

Please note:

You must acknowledge this addendum in your proposal. To provide acknowledgement, you may attach the front page of this addendum to the front cover of your bid book proposal.

To all bidders:

The following changes have been made to the Notice to Proposers:

- **Due Date and Time for Proposals: Friday, 4/30/2021 by 2:00 PM**

ADDENDUM NO. 2



PUBLIC WORKS – TRANSPORTATION – ENGINEERING ADDENDUM NOTICE

Monday, 26 April 2021

ADDENDUM NO. 2 FOR:
INDEFINITE DELIVERY-INDEFINITE QUANTITY "AS NEEDED" CONSTRUCTION MATERIALS TESTING
SERVICES – 3 YEAR CONTRACT TERM
COUNTY PROJECT NO. IDIQ02

Prepared By: Philp Gaston Date: 4/26/2021

Reviewed By: Eric Pearson Date: 4/26/2021

The Contractor's attention is directed to the proposal information presented below that contain modifications to the [REDACTED] to provide additional information.

Please note:

You must acknowledge this addendum in your proposal. To provide acknowledgement, you may attach the front page of this addendum to the front cover of your bid book proposal.

To all bidders:

The following changes have been made to the **Notice to Proposers:**

- **Replace pages 46 and 47, Exhibit C – Indemnification and Insurance Requirements (For Professional Contracts), with the attached Exhibit C - Indemnification and Insurance Requirements (For Quality Assurance Materials Testing Contracts Only)**

You are responsible for replacing the specified pages.

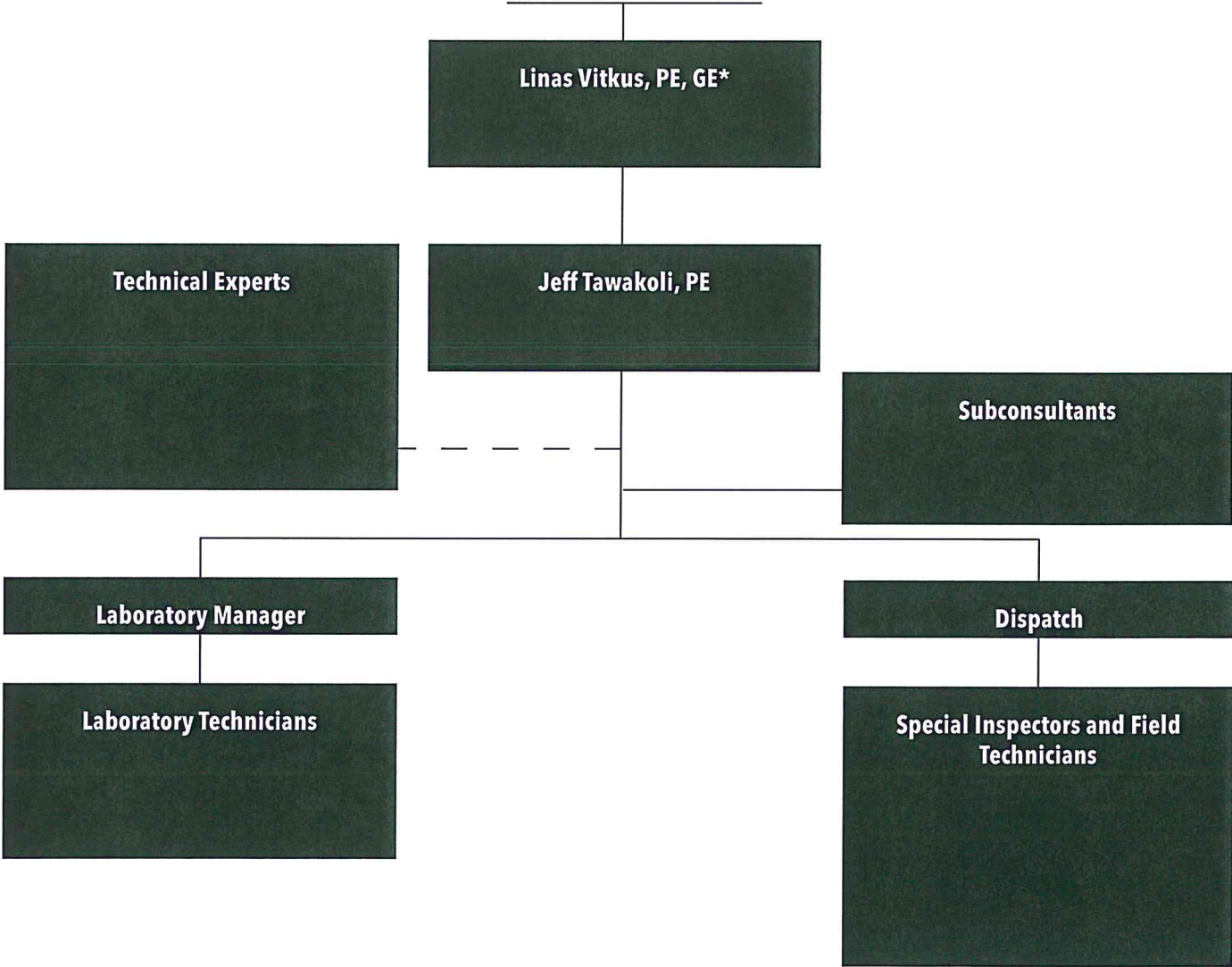
This Addendum does not alter the RFP submittal deadline for this project. The deadline remains as Friday, April 30, 2021 by 2:00 PM.

Staff and Laboratory Test Certifications

PROJECT ORGANIZATION

■ Single Point of Contact

* Resumes Available Upon Request



PROOF OF ABILITY TO PERFORM TESTS REQUIRED





AASHTO
ACCREDITED

CERTIFICATE OF ACCREDITATION

AMERICAN ASSOCIATION
OF STATE HIGHWAY AND
TRANSPORTATION OFFICIALS



AASHTO

Twining, Inc.

in

Ventura, California, USA

has demonstrated proficiency for the testing of construction materials and has conformed to the requirements established in AASHTO R 18 and the AASHTO Accreditation policies established by the AASHTO Committee on Materials and Pavements.

The scope of accreditation can be viewed on the Directory of AASHTO Accredited Laboratories (aashtoresource.org).

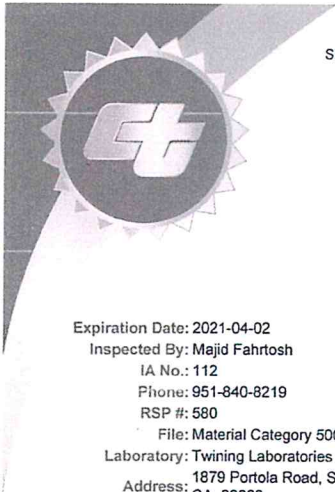


Erin Tymon,
AASHTO Executive Director



Moe Jamshidi,
AASHTO COMP Chair

This certificate was generated on 02/02/2021 at 1:17 PM Eastern Time. Please confirm the current accreditation status of this laboratory at aashtoresource.org/aap/accreditation-directory



SIAD TL-0113: CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION

CALTRANS ACCREDITATION LABORATORY INSPECTION REPORT

Expiration Date: 2021-04-02
Inspected By: Majid Fahrtoosh
IA No.: 112
Phone: 951-840-8219
RSP #: 580
File: Material Category 500
Laboratory: Twining Laboratories of So. Calif.
Address: 1879 Portola Road, Suite G Ventura
CA, 93003
Lab QC Mgr.: Glen Taylor
E-mail: GTaylor@twininginc.com
Telephone: 805-644-5100
Fax #.:

A certified Independent Assurance (IA) visited this laboratory on 2020-03-12

Only the equipment to be used on Caltrans Construction projects and/or local construction projects on the National Highway System was checked for qualification. At the time of Caltrans Accreditation, this laboratory had all necessary equipment to perform the test methods indicated below.

Testing personnel shall be Caltrans Qualified and possess a current Caltrans Certification Form TL-0111 or AASHTO Proficiency Form TL-0115 prior to performing any sampling or testing.


CT 105	CT 106	CT 125 AGG	CT 125 GEN	CT 125 HMA
CT 125 PCC	CT 201	CT 202	CT 205	CT 206
CT 207	CT 208	CT 216	CT 217	CT 226
CT 227	CT 229	CT 231	CT 308	CT 309
CT 370	CT 375	CT 382	CT 504	CT 518
CT 521	CT 523	CT 533	CT 539	CT 540
CT 556	CT 557			

A visual check was performed and documents provided as necessary for the following items:

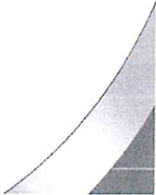
- | | |
|---|---|
| <input checked="" type="checkbox"/> Facility Safety Manual | <input checked="" type="checkbox"/> Copies of current applicable test procedures |
| <input checked="" type="checkbox"/> Laboratory Procedures Manual | <input checked="" type="checkbox"/> Calibration and service documentation |
| <input checked="" type="checkbox"/> Laboratory Quality Control Manual | <input checked="" type="checkbox"/> Calibration stickers affixed to test equipment (dated within the 12 months) |
| <input checked="" type="checkbox"/> Proper test equipment | |

On 2020-04-02, this laboratory was Caltrans Qualified by:

Majid Fahrtoosh- IA112
(Printed name of IA person)


(Signature of IA person)

Please verify lab accreditation by visiting SIAD website: <https://sia.dot.ca.gov/>
Page 1/1



Conflict of Interest

CONFLICT OF INTEREST



Twining does not have any actual, apparent, or potential conflicts of interest that may exist relative to the services described herein.

Litigation

LITIGATION

Twining, Inc. is financially solvent and has sufficient liquidity to meet all current obligations. There are no existing conditions including bankruptcy, pending litigation, planned office closures or any impending mergers which could impede the firm's ability to complete its current projects.

Twining has not been terminated for default on any project nor have we incurred any actions related to filing false claims. Further, Twining has never been found or adjudicated to have been in violation of equal opportunity or fair employment laws. Twining has not been debarred from participating in publicly funded projects by any Local, County, State, or Federal Agency.

During the past five years, Twining has been a party in the following civil lawsuits:

- » Case No. YC069354: In October 2014, Twining, Inc. was named as a cross-defendant in the matter of R&L Brosamer, Inc. v. Alward Equipment Rental, et al., involving various parties sued by LAX for premature deterioration of certain runway sections which were reconstructed and allegedly will require more maintenance and repairs sooner than anticipated. Again, Twining, Inc. vigorously defended against the claims against it and ultimately the case was settled in April 2018.
- » Case No. 30-2015-00815427-CU-CD-CXC: In October 2015, Twining, Inc. was named as a defendant in the matter of Sophia Bien, et al. v. Gallery Collection Homeowners Association, et al. This matter involves Twining, Inc.'s retention as a provider of professional testing and inspection services relative to a distressed slope bordering a tract of single-family residences in Fullerton, California. Plaintiffs' claims against Twining, Inc. allege deficiencies in the design and construction of the slope repairs through Twining, Inc.'s role as a licensed contractor. Twining, Inc. has denied all allegations made against it, noting that Twining, Inc. is not, nor has it ever been, a licensed contractor. The case has been settled without a finding of liability on Twining's part.
- » Case No. BC617009: In October 2016, Twining, Inc. was named as a cross-defendant in the matter of Nagel et al. v. DSC Craftsmen, Inc. et al. Cross-complaint lists 527 defendants, alleging breach of warranty and professional negligence with respect to repairs made at a single-family residence. Twining, Inc. believes the allegations to be frivolous, as the firm had no contractual relationship with any of the parties named in the matter. Complaint was dismissed by the plaintiffs within a few weeks of filing.
- » Case No. 19STCV03357: Webcor Construction, LP a California Partnership vs. Lendlease (US) Construction, Inc., a Florida corporation; Oceanside Plaza, LLC, a Delaware limited liability company: Breach of contract; foreclosure of mechanic's lien, violation of prompt payment statutory duties, quantum meruit; and declaratory relief. We received a Notice of Pendency and were dismissed from this case effective April 29, 2019.
- » Case No. 19CV348504: Twining currently has a claim and lawsuit in which Brosamer & Wall contend that Twining, Inc.'s failure to perform its service properly resulted in Brosamer & Wall having to perform repairs for which it is seeking reimbursement and Twining, Inc. vigorously denies any liability.

Agreement for Services of Independent Contractor

SERVICES AGREEMENT OF INDEPENDENT CONTRACTOR

Twining's proposal terms will remain in effect for ninety (90) days following the date proposal submittals are due.

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

Attachment A contains the Standard Agreement used by the County for technical services and added clauses by the State Auditors; no changes will be made to the Standard Agreement language. Contractors are required to review the Standard Agreement and acknowledge their acceptance of the terms of the Standard Agreement language in the space provided below. Failure to acknowledge acceptance of the Standard agreement language will cause the rejection of the proposal without further consideration.

Twining, Inc. acknowledges acceptance of the terms of the Standard Agreement, "Agreement for Services of Independent Contractors."

Signature: 

Contractor Information Sheet

CONTRACTOR INFORMATION SHEET



Contractor Information Sheet

Name of Proposer Twining, Inc.

Business P.O. Box 1879 Portola Road, Suite G

City, State, Zip Ventura, CA 93003

Business Street Address 1879 Portola Road, Suite G
(Include even if P.O. Box is used)

City, State, Zip Ventura, CA 93003

Telephone No. 805.644.5100 Fax No. 562.426.6424

Contractor License No. Not Applicable License Classification Not Applicable

Public Works Contractor Registration No. 1000005568

Business Type (Check One) Corporation: Partnership: Sole Proprietorship:

Contact Person Name Jeff Tawakoli, PE

Contact Person Phone No. 805.665.5702

Contact Person Email jtawakoli@twininginc.com

Employer's Tax Identification Number 95-2040084

Thank you for your consideration.



Attachment B-2

Contract Summary

Twining, Inc.