

**Board Contract Summary****BC** \_\_\_\_\_

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 2022-23 and 2023-24
D2.	Department Name .....	PW Flood Control
D3.	Contact Person .....	Hansel Corsa
D4.	Telephone .....	X38784

K1.	Contract Type ( <i>check one</i> ):	Personal Service	Capital
K2.	Brief Summary of Contract Description/Purpose .....	Construction Management and Inspection for the Village Square Offsite Storm Drain Project	
K3.	Department Project Number.....	LA2301	
K4.	Original Contract Amount.....	\$181,891.60 (\$165,356 plus contingency \$16,535.60)	
K5.	Contract Begin Date .....	April 12, 2023	
K6.	Original Contract End Date .....	December 31, 2024	
K7.	Amendment? (Yes or No).....	Converting CN4461 \$140,146.60 (\$127,406 plus cont. \$12,740.60) to BC	
K8.	- New Contract End Date .....	N/A	
K9.	- Total Number of Amendments .....	N/A	
K10.	- This Amendment Amount.....	N/A	
K11.	- Total Previous Amendment Amounts.....	N/A	
K12.	- Revised Total Contract Amount .....	N/A	

B1.	Intended Board Agenda Date .....	2/13/24
B2.	Number of Workers Displaced ( <i>if any</i> ) .....	N/A
B3.	Number of Competitive Bids ( <i>if any</i> ).....	N/A
B4.	Lowest Bid Amount ( <i>if bid</i> ) .....	N/A
B5.	If Board waived bids, show Agenda Date.....	N/A
	and Agenda Item Number .....	
B6.	Boilerplate Contract Text Changed? ( <i>If Yes, cite Paragraph</i> ).....	

F1.	Fund Number .....	2500
F2.	Department Number.....	054
F3.	Line Item Account Number.....	7671
F4.	Project Number ( <i>if applicable</i> ).....	LA2301
F5.	Program Number ( <i>if applicable</i> ) .....	3005
F6.	Org Unit Number ( <i>if applicable</i> ).....	
F7.	Payment Terms.....	Net 30


V1.	304637	304637
V2.	Payee/Contractor Name.....	Cannon Corporation
V3.	Mailing Address.....	1050 Southwood Drive
V4.	City State (two-letter) Zip (include +4 if known).....	San Luis Obispo, CA 93401
V5.	Telephone Number .....	(805) 544-3863
V6.	Vendor Contact Person.....	Pat Riddell
V7.	Workers Comp Insurance Expiration Date .....	9/1/24
V8.	Liability Insurance Expiration Date .....	9/1/24
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.

1/16/2024 | 2:28 PM PST

Date: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

DocuSigned by:  
  
 6D27A0E0838E47E

## **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 **Cannon Corporation** with an address at **1050 Southwood Drive, 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**

**Hansel Corsa** at phone number **(805) 803-8784** is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Pat Riddell** at phone number **(805) 544-3863** 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. Walter Rubalcava, Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101

To CONTRACTOR:              Mr. Pat Riddell, Cannon Corporation, 1050 Southwood Drive, 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 **April 12, 2023** and end performance upon completion, but no later than **December 31, 2024** 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

Agreement for Services of Independent Contractor with Cannon Corporation for the Construction Management/Inspection for the Village Square Offsite Storm Drain Project

shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

**6. INDEPENDENT CONTRACTOR**

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

**7. STANDARD OF PERFORMANCE**

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

**8. DEBARMENT AND SUSPENSION**

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

**9. TAXES**

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

**10. CONFLICT OF INTEREST**

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such

interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

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

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

#### **12. NO PUBLICITY OR ENDORSEMENT**

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

#### **13. COUNTY PROPERTY AND INFORMATION**

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

#### **14. RECORDS, AUDIT, AND REVIEW**

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time

during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

#### **15. INDEMNIFICATION AND INSURANCE**

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

#### **16. NONDISCRIMINATION**

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

#### **17. NONEXCLUSIVE AGREEMENT**

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

#### **18. NON-ASSIGNMENT**

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

#### **19. TERMINATION**

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

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

Agreement for Services of Independent Contractor with Cannon Corporation for the Construction  
Management/Inspection for the Village Square Offsite Storm Drain Project

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.

**34. IMMATERIAL CHANGES**

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



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

**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 the Directors of the Santa Barbara  
County Flood Control & Water  
Conservation District

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Steve Lavagnino, Chair  
Board of Directors

Date: \_\_\_\_\_

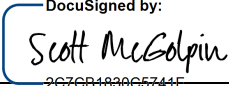
By:

**RECOMMENDED FOR APPROVAL:**

Scott D. McGolpin  
Public Works Director

**CONTRACTOR:**

**Cannon Corporation**

By:  \_\_\_\_\_  
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By:  \_\_\_\_\_  
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Authorized Representative  
Pat Riddell

Name: \_\_\_\_\_

Title: Director, Construction Management Division

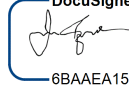
**APPROVED AS TO FORM:**

Rachel Van Mullem  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

By:  \_\_\_\_\_  
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Deputy County Counsel

By:  \_\_\_\_\_  
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Deputy

**APPROVED AS TO FORM:**

Greg Milligan, ARM  
Risk Management

By:  \_\_\_\_\_  
53A8AAB798BA4D7...  
Risk Management

**EXHIBIT A**  
**STATEMENT OF WORK**

**ADDITIONAL SERVICES AGREEMENT 01 – Rev01**

Project Client: County of Santa Barbara FCD                      Date: December 12, 2023  
Project Name: Village Square Storm Drain Improvements  
Project Number: 221020  
Phase No./Name: Phase 200 / Construction Services

Description of Additional Services and/or Materials:

Cannon to provide Construction Management and Inspection services for the basin work between sta 28+00 and sta 38+50 of the plans. This service was not included in the original proposal.

In accordance with the project schedule submitted by the developer, it will take approximately 3-4 working days to complete the basin work. Cannon proposes an additional cost to the agreement as shown below:

CM  
\$210 \* 1.5 hrs \* 4 working days = \$1,260

Inspection  
\$160 \* 8 hrs \* 4 working days = \$5,120

Proposed Additional Service Fee = **\$6,380**



**ADDITIONAL SERVICES AGREEMENT 02**

Project Client: County of Santa Barbara FCD      Date: December 15, 2023  
Project Name: Village Square Storm Drain Improvements  
Project Number: 221020  
Phase No./Name: Phase 200 / Construction Services

Description of Additional Services and/or Materials:

At the County's request, Cannon has provided full time (8 hours per day) Inspection services for the duration of the project. Inspection services were originally anticipated at 6 hours per day. As a result, additional costs have been incurred as follows:

1. Inspection services, in excess of 6 hours per day, through October 31, 2023:  
64 Hours x \$150/Hour = **\$9,600**
2. Inspection services, in excess of 8 hours per day and on Saturdays, resulting in overtime costs incurred:  
18 Hours x \$150/Hour x 1.5 = **\$4,050**
3. Inspection services, in excess of 6 hours per day, after November 1, 2023 and through a 90 working day project duration, when an annual Cannon rate increase went into effect:  
112 Hours x \$160/Hour = **\$17,920**

No additional Construction Management fees are being requested as a result of the additional Inspection services requested.

Total Proposed Additional Service Fee = **\$31,570**

## Technical Approach

### Project Understanding and Approach

The County of Santa Barbara Flood Control and Water Conservation District (District) is in coordination with the county planner and developer of the Legacy Estates for the improvement of the Village Square Tract offsite storm drain system located in the County of Los Alamos. This storm drain system will collect surface runoff from the surrounding region and eventually discharge into San Antonio Creek.

The project consists of the construction of approximately 2,745 linear feet of 48" diameter RCP, 358 linear feet of 60" diameter RCP, and 700 linear feet of 72" diameter RCP. Additional work includes the installation of 15 storm drain manholes, bollards, concrete overflow weir structure, headwall, trash rack, outfall protection, crushed rock lined v-ditch, and an aggregate base ranch (access) road. All storm drain pipes equal to or greater than 48" in diameter will be owned by the District.

Through issuance of the subject RFQ/RFP, the County of Santa Barbara is seeking the services of a qualified construction management team to provide construction management, inspection, and materials testing.

Based on our evaluation of the County's RFQ/RFP, we have identified key elements on the following pages and in our scope of work that we believe will be critical to the success of the project. Our overall goal is to apply this knowledge and experience to deliver the project on-time, within budget, and of high quality.

**Communication Strategy:** Communication is essential in successfully resolving (or eliminating) problems encountered during construction. Understanding our role in relation to the roles of the County and the developer's project engineer is a top priority on this project. We will work closely with project stakeholders from beginning to end, including County staff, design team, construction team, utility providers, the local community and residents, and patrons traveling to and from surrounding communities. The resident engineer must attune to impacts of each portion of the project on stakeholders and communicate effectively (verbally and in writing) in the event adjustments are necessary.

**Traffic Handling & Construction Staging:** As discussed, communication of the traffic handling and staging plans will be imperative to inform stakeholders of what's ahead. We will work closely with the Contractor to fully understand their weekly and monthly work activities plan. Disruption to the flow of traffic must be minimized to avoid public discontent and complaints. We have recent experience with similar projects and we understand the importance of public safety requirements and the need to have well thought out traffic handling plans as work progresses from one stage to the next.

**Coordination:** Early and constant coordination between all stakeholders will be critical to the success of this project. Our experience informs us that a coordinated and smooth start is imperative to making the remainder of the project go well. Multiple steps must be addressed prior to trench excavation, such as back fill and compaction testing, concrete testing, trench shoring, and trench paving. We will confirm these steps are incorporated into the contractor's schedules such that they are continuously aware of their work and meeting deadlines.

### Scope of Work and Project Deliverables

We offer the County of Santa Barbara expertise in construction management, inspection, and engineering; schedule review; communication and documentation; management of submittals; and more.

Knowledge and experience in the construction of storm drains, access roadway construction, and overall construction work are critical prerequisites for the construction management team responsible for overseeing the safe and

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effective construction of the project. In addition to being intimately familiar with the project plans and specifications, the construction management team must have a thorough understanding and background using Caltrans standard specifications, Standard Plans for Public Works Construction, County, State and Federal regulations.

**Task 1.1 Document Control**

We will establish a working relationship with County staff to implement procedures for the efficient processing and management of project documents. This includes preparation; project submittals; project schedules; and correspondence. All project files will be handed over to the County at the end of the project.

**Task 1.2 On-Site Construction Management and Inspection**

We will have a dedicated Resident Engineer in charge of construction management operations. Our team will also include a Construction Inspector who will be on-site to monitor the daily construction operations and provide coordination, a special inspector to assist with necessary special inspections for the project, and an office engineer to facilitate the flow of information between team members. We will make sure that construction will comply to the plans and specifications.

During observation and monitoring of the quality of the construction work, we will provide the following:

- Maintain daily on-site project reports for inspections, observations and construction activities. Reports will contain a record of weather, work on-site, number of workers, work accomplished, problems encountered, solutions agreed upon, and other similar relevant data as the County may require.
- Maintain photo and video record of construction progress.
- Monitor construction activities to see that elements of project are furnished, installed, and constructed, per contract documents.
- Prepare required notices of non-conformance when materials, construction installation process, or quality of work does not meet the requirements of the contract. Notices will be issued to the contractor stating the nature of the deviation and requiring the contractor to perform corrective action. Non-compliance issues will be documented with photographs and in writing.
- File appropriate reports.
- Provide special inspection and/or testing, including overseeing special testing related to storm drain pipelines and appurtenances, if needed. Conduct daily inspections and other special inspections required for project.
- Monitor contractor's work and recommend special testing as needed.

**Task 1.3 Coordination**

We will coordinate with the contractor, county staff, county inspectors, materials technicians, and other entities in a timely manner and avoid unnecessary delays to the project.

**Task 1.4 Submittals**

We will provide timely submittal review and acceptance including review of material and equipment submittals for compliance with contract documents. We will maintain the submittal log and records.

**Task 1.5 Photo Documentation**

Document pre-site condition including work area and conform limits, during construction conditions and issues, and post construction site conditions with photos. We will also establish and implement procedures for review and processing of project documentation. We will organize project documents for ease of retrieval using project binders and storing them electronically, as well.

DocuSign Envelope ID: 9D8309C1-40BE-4116-AB39-CDBC19E9A5A5

**Task 1.6 Tracking Changes**

We will track any changes to the plans as they occur and later implemented in record drawings at the completion of the project.

**Task 1.7 Punch List**

We will compile detailed “punch lists” and inspect them for completion; perform final walk-through with the SBCFCD Project Manager and/or its representative, other County personnel as needed, and the contractor. We will oversee the complete performance of punch list items and final clean-up before the contractor moves off-site.

**Project Schedule**

Village Square Offsite Storm Drain Improvement Project															
ID	Task Mode	Task Name	Duration	Start	Finish	January		February		March		April		May	
						B	M	E	B	M	E	B	M	E	B
1		<b>PRE-CONSTRUCTION PHASE</b>	<b>1 day</b>	<b>Tue 1/3/23</b>	<b>Tue 1/3/23</b>										
2		Notice to Proceed	1 day	Tue 1/3/23	Tue 1/3/23										
3		<b>CONSTRUCTION PHASE</b>	<b>85 days</b>	<b>Wed 1/4/23</b>	<b>Tue 5/2/23</b>										
4		Pre-Construction Meeting	1 day	Wed 1/4/23	Wed 1/4/23										
5		Submittals	71 days	Thu 1/5/23	Thu 4/13/23										
6		RFI Response	70 days	Thu 1/5/23	Wed 4/12/23										
7		Weekly Progress Meetings	76 days	Mon 1/16/23	Mon 5/1/23										
8		Install BMP's	5 days	Mon 1/9/23	Fri 1/13/23										
9		Install Traffic Control Devices	82 days	Mon 1/9/23	Tue 5/2/23										
10		RCP Stormdrain & MH	70 days	Tue 1/10/23	Mon 4/17/23										
11		Concrete works	30 days	Mon 3/13/23	Fri 4/21/23										
12		Access Road	12 days	Mon 4/17/23	Tue 5/2/23										
13		<b>PROJECT CLOSEOUT PHASE</b>	<b>10 days</b>	<b>Wed 5/3/23</b>	<b>Tue 5/16/23</b>										
14		Prepare and Submit Project Final Closeout Documents	10 days	Wed 5/3/23	Tue 5/16/23										

In the event meetings cannot be held in person for some reason or another, the team can meet via Zoom or other online format. Cannon will coordinate this meeting and will maintain the scheduled meeting to consistently inform the team of the project progress.

**Compliance with Local, State, and Federal Requirements**

Cannon has an extensive experience in completing projects within Caltrans’ right-of-way, we have developed an excellent working relationship with Caltrans in the Central and Southern California area. Our construction management team, engineers, and surveyors offer recent and relevant knowledge of Caltrans requirements, including standard plans and specifications, contract compliance as detailed in the Local Assistance Procedures Manual (LAPM), oversight procedures, and the Caltrans Records Management system. Our team is also experienced in the right-of-way encroachment permit process.

## 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 **\$165,356**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$16,535.60**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. 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**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY 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.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. 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 Flood Control & Water Conservation District , 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



## 2023/2024 Fee Schedule

Bill Rate Ranges

Subject to change

## Rates effective 10/31/23

Assistant Resident Engineer	\$ 150 - \$ 197
Associate Engineer	\$ 168 - \$ 230
Associate Land Surveyor	\$ 205 - \$ 223
Associate Landscape Architect	\$ 169 - \$ 204
Automation Specialist	\$ 157 - \$ 200
Automation Technician	\$ 121 - \$ 142
CAD Tech	\$ 101 - \$ 136
CAD Manager	\$ 128 - \$ 159
Construction Inspector I - III	\$ 119 - \$ 191
Design Engineer	\$ 139 - \$ 184
Director/ Department Manager	\$ 200 - \$ 297
Dry Utilities Coordinator I - II	\$ 165 - \$ 190
Engineer Tech	\$ 110 - \$ 144
Engineering Assistant I - II	\$ 113 - \$ 139
Grant Funding Manager I - II	\$ 151 - \$ 204
I&E Services Coordinator	\$ 108 - \$ 138
Information Systems Admin/Manager	\$ 128 - \$ 159
Land Surveyor	\$ 187 - \$ 225
Landscape Architect	\$ 125 - \$ 156
Landscape Designer I - II	\$ 103 - \$ 142
Lead Automation Specialist	\$ 167 - \$ 209
Lead Automation Technician	\$ 127 - \$ 164
Lead Designer	\$ 133 - \$ 175
Office Engineer / Document Control I-III	\$ 114 - \$ 164
Plan Check Engineer I - II	\$ 131 - \$ 192
Planner I - III	\$ 121 - \$ 168
Planning Assistant	\$ 98 - \$ 138
Principal Automation Specialist	\$ 176 - \$ 219
Principal Designer	\$ 127 - \$ 189
Principal Engineer	\$ 198 - \$ 277

**Other Direct Charges**

Black Line Plots	\$2.00 per page
Outside Reproduction	Cost + 15%
Mylar Plots	\$12.00 per sheet
Automation & Electrical Materials	Cost + 25% (+tax)
Subconsultant Fees	Cost + 10%
Technology Fee	\$30/Day
Color Plots	\$5.00 per page
Travel and Related Subsistence	Cost + 15%
Standard Mileage Rate	IRS Rate per mile
Airplane Mileage Rate	GSA Rate per mile

Project Designer	\$ 122 - \$ 169
Project Engineer	\$ 151 - \$ 199
Resident Engineer	\$ 191 - \$ 235
Sr. Associate Architect	\$ 209 - \$ 249
Sr. Associate Engineer	\$ 173 - \$ 265
Sr. Automation Specialist	\$ 172 - \$ 213
Sr. Automation Technician	\$ 142 - \$ 180
Sr. CAD Tech	\$ 113 - \$ 145
Sr. Consultant / Principal-in-Charge	\$ 266 - \$ 333
Sr. Land Surveyor	\$ 203 - \$ 263
Sr. Landscape Architect	\$ 183 - \$ 221
Sr. Plan Check Engineer	\$ 172 - \$ 217
Sr. Principal Designer	\$ 139 - \$ 212
Sr. Principal Engineer	\$ 210 - \$ 305
Sr. Project Designer	\$ 122 - \$ 182
Sr. Project Engineer	\$ 157 - \$ 215
Sr. Resident Engineer	\$ 196 - \$ 246
Survey Assistant	\$ 113 - \$ 142
Survey Technician I - V	\$ 139 - \$ 208
Technical Writer I - IV	\$ 113 - \$ 139

**Survey Crew Rates - Regular**

One-Man Field	\$ 207 - \$ 222
Two-Man Field	\$ 289 - \$ 304
Three-Man Field	\$ 380 - \$ 395
Two-Man - HDS	\$ 332 - \$ 347

**Survey Crew Rates - Prevailing Wage**

One-Man Field	\$ 255 - \$ 271
Two-Man Field	\$ 367 - \$ 389
Three-Man Field	\$ 523 - \$ 539

**Electrical - Prevailing Wage**

Electrician	\$ 197 - \$ 240
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**Building and Construction Inspector - Prevailing Wage**

BCI Construction Inspector	\$ 160 - \$ 190
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Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.

Expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends, and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours, a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates; on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal. A minimum charge of four hours will be charged for any Automation Field Service calls outside of normal working hours. The stated rates are subject to change, typically on an annual basis.

Effective 10/1/2023





**2022/2023 Fee Schedule**  
 Bill Rate Ranges  
 Subject to change

Assistant Resident Engineer	\$ 140 - \$ 169
Associate Engineer	\$ 157 - \$ 200
Associate Land Surveyor	\$ 185 - \$ 208
Associate Landscape Architect	\$ 158 - \$ 177
Automation Specialist	\$ 147 - \$ 165
Automation Technician	\$ 113 - \$ 127
CAD Tech	\$ 101 - \$ 113
CAD Manager	\$ 120 - \$ 134
Construction Inspector I - III	\$ 111 - \$ 154
Design Engineer	\$ 130 - \$ 158
Director/ Department Manager	\$ 187 - \$ 264
Engineer Tech	\$ 108 - \$ 121
Engineering Assistant I - II	\$ 92 - \$ 116
Grant Funding Manager I - II	\$ 141 - \$ 177
I&E Services Coordinator	\$ 103 - \$ 116
Information Systems Admin/Manager	\$ 120 - \$ 134
Land Surveyor	\$ 174 - \$ 196
Landscape Architect	\$ 118 - \$ 132
Landscape Designer I - II	\$ 103 - \$ 127
Lead Automation Specialist	\$ 162 - \$ 182
Lead Automation Technician	\$ 127 - \$ 143
Lead Designer	\$ 130 - \$ 149
Office Engineer / Document Control I-III	\$ 107 - \$ 140
Plan Check Engineer I - II	\$ 123 - \$ 165
Planner I - III	\$ 113 - \$ 143
Planning Assistant	\$ 92 - \$ 116
Principal Automation Specialist	\$ 176 - \$ 198
Principal Designer	\$ 120 - \$ 163
Principal Engineer	\$ 185 - \$ 244

Project Designer	\$ 114 - \$ 143
Project Engineer	\$ 141 - \$ 173
Resident Engineer	\$ 179 - \$ 201
Sr. Associate Architect	\$ 195 - \$ 219
Sr. Associate Engineer	\$ 173 - \$ 219
Sr. Automation Specialist	\$ 172 - \$ 193
Sr. Automation Technician	\$ 137 - \$ 154
Sr. CAD Tech	\$ 109 - \$ 122
Sr. Consultant / Principal-in-Charge	\$ 249 - \$ 297
Sr. Land Surveyor	\$ 203 - \$ 228
Sr. Landscape Architect	\$ 172 - \$ 193
Sr. Plan Check Engineer	\$ 169 - \$ 189
Sr. Principal Designer	\$ 130 - \$ 184
Sr. Principal Engineer	\$ 196 - \$ 266
Sr. Project Designer	\$ 114 - \$ 156
Sr. Project Engineer	\$ 147 - \$ 187
Sr. Resident Engineer	\$ 192 - \$ 216
Survey Assistant	\$ 103 - \$ 116
Survey Technician I - V	\$ 120 - \$ 183
Technical Writer I - IV	\$ 92 - \$ 116

**Survey Crew Rates - Regular**

One-Man Field	\$ 195
Two-Man Field	\$ 270
Three-Man Field	\$ 355
Two-Man - HDS	\$ 310

**Survey Crew Rates - Prevailing Wage**

One-Man Field	\$ 230
Two-Man Field	\$ 330
Three-Man Field	\$ 470

**Electrical - Prevailing Wage**

Electrician	\$ 185
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**Building and Construction Inspector - Prevailing Wage**

BCI Construction Inspector	\$ 150
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*Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.*

**Other Direct Charges**

Black Line Plots	\$2.00 per page
Outside Reproduction	Cost + 15%
Automation & Electrical Materials	Cost + 25% (+tax)
Subconsultant Fees	Cost + 10%
Technology Fee	\$30/Day

Color Plots	\$5.00 per page
Travel and Related Subsistence	Cost + 15%
Standard Mileage Rate	IRS Rate per mile
Airplane Mileage Rate	GSA Rate per mile

*All expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours, a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates; on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal. A minimum charge of 4 hours will be charged for any Automation Field Service calls outside of normal working hours.*

*The stated rates are subject to change, typically on an annual basis.*



**COST PROPOSAL**

Fees are based on the rates, per the enclosed fee schedule. It is our understanding that this project qualifies for California Prevailing Wages.

County of Santa Barbara Flood Control and Water Conservation District  
 Construction Management and Inspection Services  
 Village Square Offsite Storm Drain Improvement Project,  
 City of Los Alamos

**Staffing Plan and Labor Estimate**

Phase	Role	Name	Rate	2023					Total Est. Hours	Estimated Cost
				Mar	Apr	May	Jun	July		
<b>Task 1 - Pre-Construction</b>										
	Principal-in-Charge	Patrick Riddell, PE	\$205	1					25	\$ 4,541
	Sr. Resident Engineer	Ernie Ferrer, PE	\$196	16					16	3,136
	Construction Inspector III (PW)	Robert Estrada	\$150	8					8	1,200
	Office Engineer / Asst RE	Esther Lopez	\$140						-	-
									<b>737</b>	<b>\$ 118,716</b>
<b>Task 2 - Construction</b>										
	Principal-in-Charge	Patrick Riddell, PE	\$205						-	-
	Sr. Resident Engineer	Ernie Ferrer, PE	\$196	46	40	44	44	6	180	35,280
	Construction Inspector III (PW)	Robert Estrada	\$150	138	120	132	132	18	540	81,000
	Office Engineer / Asst RE	Esther Lopez	\$140	4	4	4	4	1	17	2,436
									<b>17</b>	<b>\$ 2,749</b>
<b>Task 3 - Post-Construction</b>										
	Principal-in-Charge	Patrick Riddell, PE	\$205					1	1	205
	Sr. Resident Engineer	Ernie Ferrer, PE	\$196					4	4	784
	Construction Inspector III (PW)	Robert Estrada	\$150					8	8	1,200
	Office Engineer / Asst RE	Esther Lopez	\$140					4	4	560
									<b>213</b>	<b>\$ 126,006</b>
<b>Direct Expenses</b>										
	Sub Consultant Company Name	Basis								Estimated Cost
	Material Testing Firm	Provided by others								\$ -
	Misc Directs	Reproduction & Supplies.								\$ 1,400
									<b>Total Estimated Direct Expenses</b>	<b>\$ 1,400</b>
									<b>Total Estimated Cost of Construction Management and Inspection Services</b>	<b>\$ 127,406</b>

- NOTES:
- Cost estimate assumes a contract duration of 90 working days.
  - Cost estimate includes work during regular business hours (overtime and weekends are excluded).
  - Hourly rates are valid through October 31, 2023 and subject to change thereafter.
  - Material Testing to be provided by others

## EXHIBIT C

### Indemnification and Insurance Requirements (For Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, 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, its 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:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance 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. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or 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 both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required

insurance policies, including endorsements required by these specifications, at any time.

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

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

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