



County of Santa Barbara  
**GENERAL SERVICES  
DEPARTMENT**  
Capital Projects Group

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**AGREEMENT FOR SERVICES OF  
INDEPENDENT CONTRACTOR**

BETWEEN

**THE COUNTY OF SANTA BARBARA**

AND

**EARTH SYSTEMS PACIFIC**

FOR

**CONSTRUCTION TESTING AND SPECIAL INSPECTION SERVICES  
FOR SANTA BARBARA COUNTY NORTHERN BRANCH JAIL PROJECT  
No. 8600**

JUNE 21, 2016

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**CONTRACT for CONTRACTOR SERVICES FOR  
CONSTRUCTION TESTING AND SPECIAL INSPECTION  
SERVICES FOR  
SANTA BARBARA COUNTY NORTHERN BRANCH JAIL PROJECT  
PROJECT No. 8600**

## **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 **Earth Systems Pacific** with an address at **2049 Preisker Lane, Suite E, Santa Maria, CA 93454** (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; and

**WHEREAS**, this Agreement incorporates by reference the Project Manual, including, but not limited to, all of the General and Special Conditions and Plans and Specifications (AB900 Contract Documents), and the Project Construction and Delivery Agreement AB900 Jail Financing Program (PDCA) and the Board of State and Community Corrections Jail Construction Agreement (JCA), provided by COUNTY for the work identified above; and, where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement. CONTRACTOR shall comply with all Contract Documents and all instructions of the County's Authorized Representative regarding compliance with the Contract Documents.

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

### **RECITALS**

The above recitals are true and correct and incorporated herein.

### **DESIGNATED REPRESENTATIVE**

**John Green** at phone number **(805)934-6229** is the representative of COUNTY (also referred to as County's Authorized Representative) and will administer this Agreement for and on behalf of COUNTY. **Doug Dunham** at phone number **(805)928-2991** is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### **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: **John Green, County of Santa Barbara, 912 W. Foster Rd., Santa Maria, CA 93455**

To CONTRACTOR: **Doug Dunham, Earth Systems Pacific, 2049 Preisker Lane, Suite E, Santa Maria, CA 93454**

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.

### **SCOPE OF SERVICES**

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

### **TERM**

CONTRACTOR shall commence performance on the start date noted in the Notice to Proceed issued by the COUNTY and end performance upon final completion of Project construction unless otherwise directed by COUNTY or unless earlier terminated.

### **COMPENSATION OF CONTRACTOR**

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

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

#### **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.

#### **RIGHT TO AUDIT**

CONTRACTOR shall keep such business records (including, but not limited to, fiscal and Project books, records, documents and other evidence pertinent to the CONTRACTOR's work on the Project and supporting documentation in sufficient detail to permit tracing transactions from the invoices to the financial statements to the accounting 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 three (3) years after the last date on which no Bonds are outstanding for the Project. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the relevant time period set forth in this section, the related records must be retained until the completion of the action and resolution of all issues which arise from it if such date is later than the end of the previously mentioned 3-year period. All business and accounting records shall be kept in accordance with generally accepted accounting principles and in conformance with the requirements of the PDCA, the JCA, and the AB900 Phase II financing program. COUNTY, the State (including, but not limited to, the Board of State Community Corrections, the California Department of Corrections and Rehabilitation, State Public Works Board, Department of General Services, Department of Finance, Bureau of State Audits), the federal government, and any of their designees shall have the right to audit, review, inspect, examine, monitor, copy, except, and transcribe 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. Gov. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State or the Federal government, 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.

#### **EXCAVATIONS**

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



performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the County's Authorized Representative is notified regarding the compliance.

**REGISTRATION**

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) 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 (awarded on or after April 1, 2015) 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.

**SPECIAL CONDITIONS AND CONTRACTOR ADVISEMENTS**

- CONTRACTOR will practice all due diligence to protect the property, and improvements.
- California is one of several states in the country with soils that may contain spores known to cause the disease Coccidioidomycosis (sometimes called Valley Fever), which spores may be transmitted through contact with dirt and fugitive dust associated with construction activities. CONTRACTOR and any subcontractors shall take appropriate precautionary measures designed to minimize the exposure of their respective employees and other workers, employees, or personnel who may be present during construction activities.
- CONTRACTOR is advised that a partial source of financing for this Agreement for construction of the Project is State Financing, and that the COUNTY may not have funds to finance this Agreement for construction independently of the State Financing. CONTRACTOR shall in all ways cooperate with the COUNTY and the State in maintaining a good working relationship. CONTRACTOR shall cooperate as instructed by the County's Authorized Representative in resolving any disputes arising under the JCA or PDCA.

**INDEMNIFICATION AND INSURANCE**

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

**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.

**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.

**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.



## **TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## **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 180 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

### **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.

### **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.

### **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.

### **TIME IS OF THE ESSENCE**

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

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

### **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.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Earth Systems Pacific**.

**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:**

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

By: \_\_\_\_\_  
Chair, Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:  
GENERAL SERVICES**

**CONTRACTOR:**

**Earth Systems Pacific  
2049 Preisker Lane, Suite E  
Santa Maria, CA 93454**

By: \_\_\_\_\_  
Department Head

By: Doug Dunham  
Authorized Representative

Name: Doug Dunham

Title: Executive Vice President

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:  
Risk Management**

By: \_\_\_\_\_  
Risk Management

Dept 063

Fund 0032

Program 4000

Account 7460

Project 8600

## EXHIBIT A - SCOPE OF SERVICES

### SUMMARY OF SCOPE OF WORK

The County will direct the Contractor on the time, type, and quantity of testing and inspection services to be performed as well as the location where the Contractors' services will be performed. The Scope of Services included in the Contract may be performed at multiple locations on the construction project site, offsite locations in the general vicinity of the construction project site, and potentially at out-of-state fabrication facilities. To perform out-of-state services under this contract, Contractor may either subcontract with a testing and inspection company, approved by the County, in the vicinity of the work or self-perform the work subject to County approval.

CONTRACTOR shall provide the following work, pursuant to the AB900 Contract Documents:

- Onsite and offsite sampling and laboratory testing of soils and construction materials using personnel properly trained and certified to provide such services.
- Inspection and testing of materials and equipment at offsite and out-of-state fabrication sites, including welding inspections and tests.
- Other tests and construction related inspection services required by the State, which the CONTRACTOR is capable of providing.
- Maintenance of a chain of custody log for samples retrieved for testing, and the retention of records of such samples for future reference as necessary and as directed by the Board of State Community Corrections (BSCC) and California State Fire Marshal (CSFM) representatives. Records shall accurately document conditions observed and deficiencies noted.
- Issuance of all necessary reports.
- Professional engineering services as necessary to support the above activities and provide supervision and oversight to staff personnel providing such services.

### TYPES OF INSPECTION AND TESTING

CONTRACTOR shall furnish the following services as outlined in Exhibit B-1, Rate Sheet.

#### Section 1 - Laboratory Tests

The Inspector of Record, Construction Manager, or County's Authorized Representative, will request the CONTRACTOR to obtain samples and perform laboratory tests as outlined below. The laboratory tests listed below may not all be used, while others not listed may be requested. For tests not listed, the CONTRACTOR shall conduct such tests in accordance with the CONTRACTOR's or Sub-CONTRACTOR's Published Fee Schedule. Laboratory tests include, but are not limited to:

- a. Soil
- b. Concrete
- c. Masonry
- d. Grout
- e. Metal Reinforcing Tensile and Bend Test
- f. Structural
- g. Fire Proofing
- h. Roofing
- i. Asphalt Pavement

#### Section 2 – Field Sampling, Testing and Inspection

CONTRACTOR shall provide technicians suitably qualified and with a minimum of three (3) years of experience in performing both onsite and offsite tests and inspection. Work may include testing on the construction project site, offsite tests in the general vicinity of the construction project site, and inspection at out-of-state fabrication facilities. The technicians will provide all the necessary tools, equipment and transportation to perform the test listed in Section 2 of Exhibit B-1. Minimum time onsite to perform Section 2 work shall be four (4) hours.

Additional field tests, labs and/or equipment rates not included in Section 2 of Exhibit B-1 will be reimbursed at the rates quoted in the CONTRACTOR's Published Fee Schedule. Additional field tests, not included in Section 2 of Exhibit B-1, conducted for out-of-state fabrication will also be subject to adjustment based on the area where the tests will be conducted.

### Section 3 – Special Inspections

CONTRACTOR shall provide qualified technicians who shall be properly certified by a recognized certification agency to inspect the type of construction or operation requiring inspection. The proper required certifications shall be obtained from the International Code Conference (ICC), International Association of Plumbing and Mechanical Officials (IAPMO) or other recognized agency and be in compliance with the California Code of Regulation, Title 24, Section 1704. The technicians will provide all the necessary tools, equipment and transportation to perform the special inspections. Minimum time onsite to perform Section 3 work shall be four (4) hours.

CONTRACTOR is required to perform all special inspections required in the AB900 Contract Documents, unless otherwise directed by COUNTY. The following list represents a general understanding of the required Special Inspections.

- 1) Soils General:
  - a. Verify that site has been prepared properly prior to placement of controlled fill and/or excavations for foundations.
  - b. Verify that foundation excavations are extended to proper depth and have reached proper material, and materials below footings are adequate to achieve the design bearing capacity.
- 2) Soils Compacted Fills:
  - a. Perform qualification testing of controlled fill materials.
  - b. Verify use of proper materials and inspect lift thicknesses, placement, and compaction during placement of controlled fill.
  - c. Test compaction of controlled fill.
- 3) Retaining Walls:
  - a. Placement of soil reinforcement, drainage devices, and backfill.
  - b. Segmental retaining walls; inspect placement of units, dowels, connectors, etc.
  - c. Concrete retaining walls. Provide tests and inspections per CAST IN PLACE CONCRETE Section 4 below.
  - d. Masonry retaining walls. Provide tests and inspections per STRUCTURAL MASONRY Section 6 below.
- 4) Cast in Place Concrete:
  - a. Verify use of required design mix.
  - b. Test reinforcing steel.
  - c. Perform slump test, determine the temperature of the concrete, and (where required) perform air content test.
  - d. Test concrete (compression test).
  - e. Inspect batching of concrete.

- f. Inspect placement of formwork, reinforcing steel, embedded items and concrete.
  - g. Inspect curing and form removal.
  - h. Welding of reinforcing steel. Provide special inspection per STRUCTURAL STEEL, Section 8 below.
  - i. Verify in-situ concrete strength prior to removal of shores and forms from beams and structural slabs.
- 5) Post-Installed Anchors:
- a. Inspect installation of post-installed anchors.
  - b. Test post-installed anchors.
- 6) Structural Masonry:
- a. Test reinforcing steel.
  - b. Test masonry units, mortar and grout (unit strength method).
  - c. Test masonry prisms (prism test method).
  - d. Verify proportions of site-prepared mortar and grout and/or verify certification of premixed mortar and plant batched grout.
  - e. Test core-drilled samples in compression and shear.
  - f. Inspect preparation of prisms.
  - g. Verify size, location and condition of all dowels, construction supporting masonry, etc.
  - h. Verify specified size, grade, and type of reinforcement.
  - i. Welding of reinforcing steel. Provide special inspection per STEEL, category below.
  - j. Inspect placement of reinforcement, connectors, masonry units and construction of mortar joints.
  - k. Verify protection of masonry during cold weather (temperature below 40 degrees F) or hot weather (temperature above 90 degrees).
  - l. Inspect type, size, and location of anchors and all other items to be embedded in masonry including other details of anchorage of masonry to structural members, frames and other construction.
  - m. Inspect grout space prior to grouting and placement of grout.
- 7) Post-Installed Anchors in Masonry:
- a. Inspect installation of post-installed anchors.
  - b. Test post-installed anchors.
- 8) Structural Steel:
- a. Verify that all materials are appropriately marked and that: Mill certificates indicate material properties that comply with requirements, Material sizes, types and grades comply with requirements.
  - b. Test unidentified materials.
  - c. Examine seam welds of structural tubes and pipes.
  - d. Verify member locations, bracing and all details constructed in the field.
  - e. Verify stiffener locations, connection tab locations and all construction details fabricated in the shop.
- 9) High Strength Bolts:
- a. Verify identification markings and manufacturer's certificates of compliance conform to American Society for Testing and Materials (ASTM) standards specified in the approved documents.
  - b. Test high-strength bolts, nuts and washers.
  - c. Bearing-type ("snug tight") connections.
  - d. Slip-critical connections.
- 10) Welding General:
- a. Verify weld filler material identification markings per American Welding Society (AWS) designation listed on the approved documents and the Welding Procedure Specification (WPS).
  - b. Verify weld filler material manufacturer's certificate of compliance.



- c. Verify WPS, welder qualifications and equipment.
- 11) Shop Welding:
  - a. Inspect groove, multi-pass, and fillet welds > 5/16".
  - b. Inspect single-pass fillet welds = 5/16".
  - c. Inspect welding of stairs and railing systems.
  - d. Verification of reinforcing steel weldability.
  - e. Inspect welding of reinforcing steel.
- 12) Field Welding:
  - a. Inspect groove, multi-pass, and fillet welds > 5/16".
  - b. Inspect single-pass fillet welds = 5/16".
  - c. Inspect end-welded studs (ASTM A-108) installation (including bend test).
  - d. Inspect floor and roof deck welds.
  - e. Inspect welding of cold-formed steel.
  - f. Inspect welding of stairs and railing systems.
  - g. Verification of reinforcing steel weldability.
  - h. Inspect welding of reinforcing steel.
- 13) Non-destructive Testing:
  - a. Non-destructive testing
- 14) Steel Joists and Trusses:
  - a. Verify size, type and grade for all chord and web members as well as connectors and weld filler material; verify joist profile, dimensions and camber (if applicable); verify all weld locations, lengths and profiles; mark or tag each joist.
- 15) Spray Applied Fire-Proofing:
  - a. Examine structural steel surface conditions, inspect application, take samples, measure thickness, and verify compliance of all aspects of application with CSFM approved documents.
  - b. Test bond strength.
  - c. Test density.
- 16) Shop Fabrication:
  - a. Verify fabricator's fabrication and quality control procedures.
  - b. Verify all aspects of shop fabrication including member locations, dimensional layout of all parts and pieces, all welding, bolting, etc.
- 17) Miscellaneous Inspections:
  - a. Skylight Load Testing.
  - b. Metal Building System Inspections.
  - c. Pull test Suspended Ceiling anchors and review seismic anchors.

Multiple Special Inspections may be performed by a single Inspector if the Inspector is certified for such inspection and if the Inspector has the time available for the work without impeding other required inspection duties.

COUNTY may also require Special Inspection for any other shop fabrication procedures that preclude the complete inspection of the work after assembly. It may require special inspection at the site in addition to those listed above if found necessary because of the special use of a material or methods of construction.

#### Section 4 – Materials Supplied

CONTRACTOR shall supply all plastic concrete cylinder molds and plastic grout sample molds as required. Delivery of the molds will be to an onsite location determined by the Construction Manager or County's Authorized Representative.

#### REQUIREMENTS FOR PROVIDING SERVICES

CONTRACTOR's personnel shall report to a designated onsite County Representative within twenty four (24) hours of notification that services are required. Notification will be made using telephone, letter, e-mail, or FAX.

Normal working hours for the CONTRACTOR and/or Sub-CONTRACTOR's personnel at the Northern Branch Jail Project site shall be consistent with the construction contractor's and Construction Manager's work schedule.

Services provided on any given day in excess of eight hours or in excess of forty hours in a work week shall be billed at no less than one and one-half times the standard hourly rate indicated on the Bid Proposal Form. Such services shall only be provided with prior written approval of the County's Authorized Representative.

Other overtime hours, such as working on official state holidays and/or weekends, shall only be compensated upon prior written approval by the County's Authorized Representative. Any overtime not approved in advance will be compensated at the standard hourly rate indicated on the Bid Proposal Form or current standard rate/fee schedule.

#### SUBCONTRACTED SERVICES

For out-of-state work, CONTRACTOR may subcontract with a testing/inspection company in the vicinity of the work and submit a fee proposal to the County's Authorized Representative based on a written scope of services and specific location where the services will be performed. Sub-CONTRACTOR fees shall be based on the Sub-CONTRACTOR's current Standard Rate/Fee Schedule or, if extenuating conditions exist, at negotiated rates agreed upon by both parties prior to providing services. Sub-CONTRACTOR agreements and fees for services shall be consistent with the compensation requirements specified herein. Out-of-State services furnished by a sub-CONTRACTOR may include an administrative fee not to exceed ten (10) percent.

The qualifications of the out-of-state testing/inspection company and fee proposal for specified services shall all be subject to approval of the County's Authorized Representative.

Additional services, tests and materials requested by the County for which the Consultant has not submitted a bid on the Bid Proposal Form shall be billed at the rate listed in the Scheduled of Fees in Exhibit B1. Copies of Sub-consultant invoices for services shall be attached to the Consultant's invoices to the County.

## LAB DUTIES

CONTRACTOR shall perform laboratory duties as outlined below:

- a. Perform specified sampling and testing of materials.
- b. Comply with specified standards.
- c. Ascertain compliance of materials with requirements of the Contract Documents.
- d. Promptly notify County's Authorized Representative of observed irregularities and deficiencies in the work and in products to be used in the work.
- e. Provide retesting where necessary due to nonconformance to specified requirements.
- f. Promptly submit test results of each test to the IOR, Construction Manager and County's Authorized Representative, by e-mail, facsimile, or verbal report within 24 hours of each test. CONTRACTOR shall perform required services and submit handwritten reports to the Construction Manager and County's Authorized Representative before leaving the work site. Reports shall include a time summary with a brief narrative description of the work performed. Copies of formal notes and reports of all tests with test results shall be submitted within two (2) working days of the actual testing work. Report and note format will be agreed upon with the IOR, Construction Manager and County's Authorized Representative prior to commencement of work.

Each report from CONTRACTOR shall include:

- a. Date Issued.
- b. Project title and number.
- c. Testing Laboratory name, address, and telephone number.
- d. Name and signature of laboratory inspector.
- e. Date and time of sampling and testing.
- f. Record of temperature and weather conditions.
- g. Date of test.
- h. Identification of product and specification Section.
- i. Location of sample or test in the project.
- j. Type of test.
- k. Results of tests and compliance with the Contract.
- l. Interpretation of test results when requested by the County Representative.

**END EXHIBIT A**

## EXHIBIT B – PAYMENT SCHEDULE

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$517,944.90 (which includes a base bid of \$470,859.00 and a 10% contingency of \$ 47,085.90. To expend contingency the County's Designated Representative must provide written approval to Contractor to perform additional services at the rates provided in Exhibit B-1).**
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Exhibit B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Exhibit B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- C. Monthly, upon completion of the work detailed in **EXHIBIT A** and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or certified claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory and within the cost basis of **Exhibit 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. Copies of Sub-CONTRACTOR invoices for services shall be attached to the CONTRACTOR's invoices to the County.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. Additional services. County reserves the right to order quantities and services from Contractor in excess of the estimates provided in Exhibit B1 at the rates set forth in Exhibit B-1, through contingency funds designed in A above or through subsequent contract amendment.
- F. Any overtime not approved in advance by COUNTY DESIGNATED REPRESENTATIVE will be compensated at the standard hourly rate indicated on the current standard rate/fee schedule in Exhibit B1.
- G. 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 work is to be done, are on file at the office of the General Services 1105 Santa Barbara Street, Courthouse East Wing, 2nd Floor, Santa Barbara, CA 93101. Copies of these 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 website at <http://www.dir.ca.gov/dlsr/pwd>.

**EXHIBIT B-1**

County of Santa Barbara- Northern Branch Jail Project  
 RATE SHEET

RFP# TIS8600  
 Exhibit B-1  
 Page 1 of 4

**CONSTRUCTION TESTING AND INSPECTION SERVICES**

Electronic bid packages include an Excel version of the Rate Sheet (Exhibit B-1) in addition to the PDF file in order to assist bidders in computing accurate totals. Bidders should download the Excel version and complete all highlighted cells. Bidders should include a Thumb Drive of the completed Excel version of the Rate Sheet **along with the printed version when submitting their Proposal.**

NOTE: Consultant is required to bid each item. **Rates must include all fees and taxes.** Failure to indicate a dollar amount in any item will be grounds to reject the entire bid. A zero dollar (\$0.00) amount listed for any and all items will be interpreted and understood by the County to mean that the bidder indicating a zero dollar amount shall perform any such services at **no cost** to the County.

<b>SECTION 1 - TESTING SERVICES</b>		Cost Per Test (Bid as Unit Price)	x	Estimated No. Of Tests	=	Total
<b>SOILS</b>						
1	ASTM D4253 Maximum Index Density	\$ 450.00	x	0	=	\$ -
2	ASTM D-422 Particle size analysis	\$ 220.00	x	5	=	\$ 1,100.00
3	ASTM D-1557 Compaction characteristics of soil using modified effort	\$ 200.00	x	20	=	\$ 4,000.00
4	ASTM D-2216 Water content	\$ 30.00	x	0	=	\$ -
5	ASTM D-2974 Organic content	\$ 30.00	x	0	=	\$ -
6	UBC Standard 18-2 Expansion Index	\$ 170.00	x	5	=	\$ 850.00
7	ASTM D-4318 Atterberg Limits	\$ 185.00	x	0	=	\$ -
8	ASTM D-2487 Classification of Soils	\$ 295.00	x	0	=	\$ -
<b>CONCRETE</b>						
9	Concrete CBC 1905A Cylinder test	\$ 27.00	x	280	=	\$ 7,560.00
10	Concrete CMC 1905A Core test	\$ 50.00	x	12	=	\$ 600.00
11	ASTM C-143 Slump test	0	x	70	=	\$ -
12	ASTM C-173 Air entrainment	0	x	70	=	\$ -
13	Concrete - 1903A.1 & 1903A.3 Aggregates	\$ 110.00	x	0	=	\$ -
14	Concrete - 1903A.1 & 1903A.5 Admixtures	\$ 100.00	x	0	=	\$ -
15	Concrete - 1903A.1, 1903A.4 & 1916A.2 Reinforcements	\$ 90.00	x	25	=	\$ 2,250.00

<b>SECTION 1 - TESTING SERVICES (Continued from Page 1)</b>		Cost Per Test (Bid as Unit Price)	x	Estimated No. Of Tests	=	Total
16	Concrete - 1903A.1 & 1916A.8					
	Post-Installed Anchors	\$ 25.00	x	70	=	\$ 1,750.00
17	ASTM C494					
	Type C or E, non-corrosive, non-chloride	0	x	0	=	\$ -
<b>MASONRY</b>						
18	Concrete Masonry Units CBC 1704A.5 & 21					
	Material standards tests	\$ 610.00	x	4	=	\$ 2,440.00
19	Masonry 2007 CBC 2103A.8 & 2105A.5					
	Mortar	\$ 27.00	x	216	=	\$ 5,832.00
20	Masonry 2007 CBC 2103A					
	Masonry proportion, aggregates	\$ 110.00	x	0	=	\$ -
21	Masonry 2007 CBC 2105A.5					
	Grout proportion, aggregates	\$ 125.00	x	0	=	\$ -
22	Masonry 2007 CBC 2105A.4					
	Core Test	\$ 50.00	x	81	=	\$ 4,050.00
23	Masonry 2007 CBC 2105A.3					
	Prisms	\$ 125.00	x	65	=	\$ 8,125.00
<b>GROUT</b>						
24	Grout ASTM C1019-09 - 2007 CBC 2105A.5					
	Standard test method for sampling and testing grout	\$ 27.00	x	216	=	\$ 5,832.00
25	Masonry 2007 ASTM C1019					
	Grout Slump	0	x		=	\$ -
<b>METAL REINFORCING TENSILE AND BEND TESTS</b>						
26	Concrete CBC 1903A.5 & 1929A.2					
	Metal reinforcement (including welded wire fabric)	\$ 90.00	x	20	=	\$ 1,800.00
<b>STRUCTURAL</b>						
27	Steel 2007 CBC 2203A.1 & 2212A.1					
	Structural steel & cold formed steel	\$ 150.00	x	0	=	\$ -
28	Weld Testing 2007 CBC 1704A3.1					
	Shear Stud Connectors	\$ 40.00	x	0	=	\$ -
29	Steel 2007 CBC 2212A.2					
	High strength bolts, nuts and washers	\$ 375.00	x	9	=	\$ 3,375.00
<b>SPRAY APPLIED FIRE PROOFING</b>						
30	Material Sampling- Bond Strength					
	Density Test	\$ 60.00	x	20	=	\$ 1,200.00
<b>MISCELLANEOUS INSPECTIONS</b>						
31	Skylight Load Test					
	Suspended Ceiling Anchors Pull Test	\$ 25.00	x	40	=	\$ 1,000.00
<b>ROOFING</b>						
32	ASTM E108 Roofing Test	\$ 2,500.00	x	2	=	\$ 5,000.00



<b>SECTION 1 - TESTING SERVICES (Continued from Page 2)</b>		Cost Per Test (Bid as Unit Price)	x	Estimated No. Of Tests	=	Total
<b>ASPHALT PAVEMENT</b>						
33	Asphalt pavement - maximum density of mix by Marshal Method - Set of 3 (without mixing)	\$ 210.00	x	4	=	\$ 840.00
34	ASTM D-2041-78 - maximum specific gravity of bituminous paving mixtures	\$ 120.00	x	4	=	\$ 480.00
<b>TOTAL OF SECTION 1 (Sum of Items 1 - 34)</b>						\$ 58,084.00
<b>SECTION 2 - FIELD SERVICES</b>		Rate Per Hour	x	Estimated Hours	=	Total
1	Collect and prepare samples of soil, concrete, mortar, grout, etc., for laboratory tests	\$ 125.00	x	560	=	\$ 70,000.00
2	ASTM D-1558 - Density of soil in place by the sand cone method	\$ 125.00	x	0	=	\$ -
3	ASTM D-6938 - Density of soil in place by the nuclear method	\$ 125.00	x	450	=	\$ 56,250.00
4	Schmidt Hammer tests	\$ 25.00	x	0	=	\$ -
5	Visual welding inspection - onsite & vicinity	\$ 125.00	x	450	=	\$ 56,250.00
6	Shop fabrication, welding & coating inspection	\$ 125.00	x	450	=	\$ 56,250.00
7	Anchor bolt tests (pull out)	\$ 25.00	x	50	=	\$ 1,250.00
8	Concrete coring (bit charge to be paid per publicized and attached fee schedule)					
a	1 man crew	\$ 125.00	x	25	=	\$ 3,125.00
b	2 man crew	\$ 250.00	x	0	=	\$ -
9	Ultrasonic test - Level II Technician	\$ 150.00	x	80	=	\$ 12,000.00
10	X-Ray - 1000 grain, 4" x 7" - Level II Technician	\$ 250.00	x	0	=	\$ -
11	Mag. Particle (hourly) - Level II Technician	\$ 150.00	x	40	=	\$ 6,000.00
12	Soil pH and Resistivity per California Test Method 643	\$ 100.00	x	0	=	\$ -
13	Water Soluble Sulfate per California Test Method 417	\$ 100.00	x	0	=	\$ -
14	Water Soluble Chloride per California Test Method 422	\$ 100.00	x	0	=	\$ -
15	CA Test Method 301 test for resistance "R" value	\$ 275.00	x	6	=	\$ 1,650.00
<b>TOTAL OF SECTION 2 (Sum of Items 1 - 15)</b>						\$ 262,775.00
<b>SECTION 3 - SPECIAL INSPECTIONS</b>		Rate Per Hour	x	Estimated Hours	=	Total
1	Structural Special Inspections	\$ 125.00	x	1,200	=	\$ 150,000.00
2	Mechanical Special Inspections	\$ 150.00	x	0	=	\$ -
3	Electrical Special Inspections	\$ 150.00	x	0	=	\$ -
4	Corrosion Protection Special Inspections	\$ 200.00	x	0	=	\$ -
<b>TOTAL OF SECTION 3 (Sum of Items 1 - 4)</b>						\$ 150,000.00



SECTION 4 - MATERIALS SUPPLIED		Cost Per Mold	x	Estimated No. Of Molds	=	Total
1	6" X 12" concrete cylinder molds (with lids) and supply forms for cylinder	0	x	280	=	\$ -
2	2" x 4" mortar cylinder molds	0	x	216	=	\$ -
3	3" x 6" mortar cylinder molds	0	x	0	=	\$ -
4	Grout Molds	0	x	216	=	\$ -
<b>TOTAL OF SECTION 4 (Sum of Items 1 - 4)</b>					=	\$ -

**NOTE:10% is being added to the base bid to cover additional miscellaneous labor, testing, materials and services not listed above and testing, materials and services in excess of the estimates listed above (hereinafter 'additional services'). County's authorized representative must approve and direct Contractor to perform these additional services to receive the portion of the 10% contingency for said services at the rates provided herein."**

**BASE BID**

(Sum of totals for Section 1 through 4)

\$ 470,859.00	+	10%	=	\$ 517,944.90
				<b>BASIS OF AWARD</b>

**END EXHIBIT B-1**

## EXHIBIT C – SCHEDULE OF WORK

### 1.1 Progress Chart

Within seven (7) calendar days after the Notice To Proceed, the Contractor shall submit a Schedule of Work to the COUNTY for review and approval. The Schedule of Work shall be in the form of a progress chart clearly delineating all steps, review dates and deadlines. The Schedule of Work shall also delineate the relationship to the COUNTY, and other regulatory agencies required in the review and permitting process. Time is of the essence and failure of the Contractor to perform Work on time is a material breach of this Contract.

Estimated project key dates are shown in the following table:

<b>Key Event</b>	<b>Start Date</b>	<b>Completion Date</b>	<b>Comments</b>
Award T&I Contract	June 2016	July 2016	
State Approval	Aug 2016	Sept 2016	Construction Contracts
Notice to Proceed	Sept 2016	Oct 2018	
Substantial Completion	Sept 2018	Sept 2018	
Final Completion	Dec 2018	Dec 2018	
Occupancy	Dec 2018	Feb 2019	

ESTIMATED CONSTRUCTION TIME: 26 mo. / 790 calendar days

Dates are estimates based on the current information available to the County and are subject to change based on factors influenced by the State financing program and required approval durations. After a Notice to Proceed is issued the contractor's milestone schedule will become the basis of the project schedule of work and will dictate inspection services and overall project durations for these services.

END EXHIBIT C

**EXHIBIT D – SUB-CONTRACTOR LIST**

**1.1 SUB-CONTRACTORS**

**1.2** The following are the specialty **Sub-CONTRACTORS** that the **CONTRACTOR** will utilize for work required by this Contract. Written approval by the **COUNTY** is required to change or add to this list. The **COUNTY** reserves the right to reject the use of any **Sub-CONTRACTOR**. Nothing in the foregoing procedure shall create any contractual relationship between the **COUNTY** and any **Sub-CONTRACTOR** used by the **CONTRACTOR**. The **CONTRACTOR** shall update addresses and phone numbers if changes occur.

<b>SPECIALTY</b>	<b>FIRM</b>	<b>ADDRESS</b>	<b>RESPONSIBLE PRINCIPAL</b>

**END EXHIBIT D**

## EXHIBIT E

### Indemnification and Insurance Requirements (For Earth Systems Pacific Contract 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, 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:** 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** – Except for Errors and Omission 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 except for Errors and Omissions 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, 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 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.

**END EXHIBIT E**