

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter County) and Twining, Inc with an address at 1879 Portola Rd, Suite G, Ventura, CA 93003 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and County agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Brent Clavin at phone number 805-803-8788 is the representative of County and will administer this Agreement for and on behalf of County. Jeff Tawakoli at phone number 805-644-5100 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated County representative may also be referred to herein as the "Contract Administrator."

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: Brent Clavin, Public Works, 620 W. Foster Rd., Santa Maria, CA, 93455, 805-803-8788, bclavin@countyofsb.org

To CONTRACTOR: Jeff Tawakoli, Twining, Inc., 1879 Portola Rd, Suite G, Ventura, CA 93003, 805-644-5100, jtawakoli@twininginc.com

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

3. SCOPE OF SERVICES

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

4. PERFORMANCE PERIOD

A. CONTRACTOR shall commence performance on 07/01/2025 and end performance upon completion, but no later than 06/30/2028 unless otherwise directed by County or unless earlier terminated.

B. The Director of Public Works, or designee, may extend the period of performance of this Agreement for up to a period of two years by giving written notice of extension to CONTRACTOR.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent CONTRACTOR as to County and not as an officer, agent, servant, employee, joint venture, partner, or associate of County.

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION MANDATORY DISCLOSURE

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

9. TAXES

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

10. CONFLICT OF INTEREST

- A. CONTRACTOR shall disclose in writing any financial, business, or other relationship with County that

may have an impact upon the outcome of this Agreement, or any ensuing County construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this Agreement, or any ensuing County construction project, which will follow.

- B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this Agreement.
- C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Section.
- D. CONTRACTOR hereby certifies that neither CONTRACTOR, its employees, nor any firm affiliated with CONTRACTOR providing services on this project prepared the Plans, Specifications, and Estimate for any construction project included within this Agreement. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. CONTRACTOR further certifies that neither CONTRACTOR, nor any firm affiliated with CONTRACTOR, will bid on any construction subcontracts included within the construction contract. Additionally, CONTRACTOR certifies that no person working under this Agreement is also employed by the construction CONTRACTOR for any project included within this Agreement.
- F. Except for subcontractor whose services are limited to materials testing, no subcontractor who is providing service on this Agreement shall have provided services on the design of any project included within this Agreement.

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 and records for real property and equipment acquired with federal funds must be retained for three (3) years after final disposition (Cal. Govt. Code Section 8546.7).

CONTRACTOR shall participate in any audits and reviews, whether by County or the State, at no charge to County.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

- A. CONTRACTOR shall permit access by representatives of the Department of Fair Employment and Housing and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or COUNTY shall require to ascertain compliance with this clause.
- B. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this AGREEMENT
- D. 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.
- E. **Statement of Compliance California:**
 - 1) CONTRACTOR's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 11102.
 - 2) During the performance of this Agreement, CONTRACTOR and its subcontractors shall not deny the AGREEMENT's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

- 3) CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 et seq.), the applicable regulations promulgated there under (2 CCR §11000 et seq.), the provisions of Gov. Code §§11135-11139, and the regulations or standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment and Housing Commission implementing Gov. Code §12990 (a-f), set forth 2 CCR §§11099-11117, are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full

F. Federal Assurances:

- 1) The CONTRACTOR, with regard to the work performed under this AGREEMENT, shall act in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the United States shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- 2) The CONTRACTOR shall comply with regulations relative to non-discrimination in federally-assisted programs of the U.S. Department of Transportation (49 CFR Part 21 - Effectuation of Title VI of the Civil Rights Act of 1964). Specifically, the CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR §21.5, including employment practices and the selection and retention of Subcontractors.
- 3) CONTRACTOR, subrecipient or subcontractor will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the COUNTY components of the Disadvantaged Business Enterprise (DBE) Program Plan, CONTRACTOR, subrecipient or subcontractor will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.
- 4) Solicitations for subcontractors, including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under the subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligations under this Agreement, and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- 5) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by COUNTY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to COUNTY, and shall set forth what efforts it has made to obtain the information.
- 6) Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this Agreement, COUNTY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies,
 - b. and/or Cancellation, termination or suspension of the Agreement in whole or in part.

G. Pertinent Non-Discrimination Authorities: During the performance of this contract, the CONTRACTOR, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONTRACTOR") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601, et seq.), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- 3) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324, et seq.), (prohibits discrimination on the basis of sex);
- 4) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794, et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- 5) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101, et seq.), (prohibits discrimination on the basis of age);
- 6) Airport and Airway Improvement Act of 1982, (49 U.S.C. § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- 7) The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- 8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- 9) The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- 12) Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681, et seq).

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.

- a. **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.
- b. **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.
- c. **For Cause**. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.

B. By CONTRACTOR. Should County fail to pay CONTRACTOR all or any part of the payment set forth in **Exhibit B**, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not

remedied by County within thirty (30) days of written notice to County of such late payment.

- C. Upon termination, CONTRACTOR shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, County shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. HANDLING OF PROPRIETARY INFORMATION

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

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

34. IMMATERIAL AMENDMENTS

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

35. NEWS RELEASES/INTERVIEWS

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

36. FEDERAL AND STATE PREVAILING WAGE RATES

As applicable:

- A. CONTRACTOR shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.

- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.
- D. No CONTRACTOR or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no CONTRACTOR or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- E. Payroll Records
1. As Each CONTRACTOR and Subcontractor shall keep accurate certified payroll records and supporting documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the CONTRACTOR or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - i. The information contained in the payroll record is true and correct.
 - ii. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for any work performed by his or her employees on the public works project.
 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - i. The payroll records enumerated under paragraph (1) above shall be certified as correct by the CONTRACTOR under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by COUNTY representatives at all reasonable hours at the principal office of the CONTRACTOR. The CONTRACTOR shall provide copies of certified payrolls or permit inspection of its records as follows:
 - ii. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the CONTRACTOR.
 - iii. The public shall not be given access to certified payroll records by the CONTRACTOR. The CONTRACTOR is required to forward any requests for certified payrolls to the COUNTY Contract Administrator by both email and regular mail on the business day following receipt of the request.
 3. Each CONTRACTOR shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) calendar days after receipt of a written request.
 4. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure of each individual's name, address, and social security number. The name and address of the CONTRACTOR or Subcontractor performing the work shall not be marked or obliterated.
 5. The CONTRACTOR shall inform COUNTY of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five (5) working days, provide a notice of a change of location and address.
 6. The CONTRACTOR or Subcontractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the CONTRACTOR or Subcontractor fails to comply within the ten (10) day period, he or she shall, as a penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from payments then due. CONTRACTOR is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.

F. When prevailing wage rates apply, the CONTRACTOR is responsible for verifying compliance with certified payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY Contract Administrator.

G. Penalty

1. The CONTRACTOR and any of its Subcontractors shall comply with Labor Code §1774 and §1775. Pursuant to Labor Code §1775, the CONTRACTOR and any Subcontractor shall forfeit to the COUNTY a penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in which the worker is employed for any public work done under the AGREEMENT by the CONTRACTOR or by its Subcontractor in violation of the requirements of the Labor Code and in particular, Labor Code §§1770 to 1780, inclusive.
2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of the CONTRACTOR or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the CONTRACTOR or Subcontractor in meeting their respective prevailing wage obligations, or the willful failure by the CONTRACTOR or Subcontractor to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rates of prevailing wages is not excusable if the CONTRACTOR or Subcontractor had knowledge of the obligations under the Labor Code. The CONTRACTOR is responsible for paying the appropriate rate, including any escalations that take place during the term of the AGREEMENT.
3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the CONTRACTOR or Subcontractor.
4. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime CONTRACTOR of the project is not liable for the penalties described above unless the prime CONTRACTOR had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime CONTRACTOR fails to comply with all of the following requirements:
 - a. The AGREEMENT executed between the CONTRACTOR and the Subcontractor for the performance of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - b. The CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
 - c. Upon becoming aware of the Subcontractor's failure to pay the specified prevailing rate of wages to the Subcontractor's workers, the CONTRACTOR shall diligently take corrective action to halt or rectify the failure, including but not limited to, retaining sufficient funds due to the Subcontractor for work performed on the public works project.
 - d. Prior to making final payment to the Subcontractor for work performed on the public works project, the CONTRACTOR shall obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor had paid the specified general prevailing rate of per diem wages to the Subcontractor's employees on the public works project and any amounts due pursuant to Labor Code §1813.
5. Pursuant to Labor Code §1775, COUNTY shall notify the CONTRACTOR on a public works project within fifteen (15) calendar days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
6. If COUNTY determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if COUNTY did not retain sufficient money under the AGREEMENT to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the CONTRACTOR shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by COUNTY.

H. Hours of Labor

Eight (8) hours labor constitutes a legal day's work. The CONTRACTOR shall forfeit, as a penalty to the COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the AGREEMENT by the CONTRACTOR or any of its Subcontractors for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as

provided in §1815.

I. Employment of Apprentices

1. Where either the prime AGREEMENT or the subagreement exceeds thirty thousand dollars (\$30,000), the CONTRACTOR and any subcontractors under him or her shall comply with all applicable requirements of Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
2. CONTRACTORS and subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, CONTRACTOR and subcontractors are advised to contact the DIR Division of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding the employment of apprentices and for the specific journey-to- apprentice ratios for the AGREEMENT work. The CONTRACTOR is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code §1777.7.

37. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

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

38. SUBCONTRACTING

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between County and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to County for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from County's obligation to make payments to the CONTRACTOR.
- B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this Agreement shall be subcontracted without written authorization by County's designated representative, except that, which is expressly identified in the approved Cost Proposal, attached hereto as Exhibit B-1.
- C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by County.
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- E. Any substitution of subcontractor(s) must be approved in writing by County's designated representative prior to the start of work by the subcontractor(s).
- F. Prompt Progress Payment
CONTRACTOR or subcontractor shall pay to any subcontractor, not later than fifteen (15) days after receipt of each progress payment, unless otherwise agreed to in writing, the respective amounts allowed CONTRACTOR on account of the work performed by the subcontractors, to the extent of each subcontractor's interest therein. In the event that there is a good faith dispute over all or any portion of the

amount due on a progress payment from CONTRACTOR or subcontractor to a subcontractor, CONTRACTOR or subcontractor may withhold no more than 150 percent of the disputed amount. Any violation of this requirement shall constitute a cause for disciplinary action and shall subject the licensee to a penalty, payable to the subcontractor, of 2 percent of the amount due per month for every month that payment is not made.

In any action for the collection of funds wrongfully withheld, the prevailing party shall be entitled to his or her attorney's fees and costs. The sanctions authorized under this requirement shall be separate from, and in addition to, all other remedies, either civil, administrative, or criminal. This clause applies to both DBE and non-DBE subcontractors.

G. Prompt Payment of Withheld Funds to Subcontractors

No retainage will be held by the County from progress payments due to CONTRACTOR.

CONTRACTORS and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the COUNTY's prior written approval. Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions, and other remedies specified in Section 3321 of the California Civil Code. This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Any violation of these provisions shall subject the violating CONTRACTOR or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to CONTRACTOR or subcontractor in the event of a dispute involving late payment or nonpayment by CONTRACTOR, deficient subcontract performance, or noncompliance by a subcontractor.

39. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with none as identified in Attachment A CONTRACTOR's Proposal, which is incorporated by this reference. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for County in this Agreement, including audit rights. CONTRACTOR shall ensure subcontractor's compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

40. EQUIPMENT PURCHASES

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

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

- C. All subcontracts shall contain the above provisions.

41. AUDIT REVIEW PROCEDURES

- A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not disposed of by agreement, shall be reviewed by County's Deputy Director - Finance and Administration for Public Works.
- B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by County's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by County will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this Agreement.
- D. CONTRACTOR and subcontractor Agreements, including cost proposals and Indirect Cost Rates (ICR), may be subject to audits or reviews such as, but not limited to, an Agreement audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR's responsibility to ensure federal, County, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by County to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the Agreement by this reference if directed by County at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, County or local governments have access to CPA work papers, will be considered a breach of Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
- E. CONTRACTOR's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONTRACTOR and approved by the County to conform to the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report. Refusal by the CONTRACTOR to incorporate the Work Paper Review recommendations included in the management letter or audit recommendations included in the audit report will be considered a breach of the Agreement terms and cause for termination of the Agreement and disallowance of prior reimbursed costs.
 - a. During IOAI's review of the ICR audit work papers created by the CONTRACTOR's independent CPA, IOAI will work with the CPA and/or CONTRACTOR toward a resolution of issues that arise during the review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI identifies significant issues during the review and is unable to issue a cognizant approval letter, County will reimburse the CONTRACTOR at an accepted ICR until a FAR (Federal Acquisition Regulation) compliant ICR [e.g. 48 CFR Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in accordance with procedures and guidelines of the American Association of State Highways and Transportation Officials (AASHTO) Audit Guide and other applicable procedures and guidelines is received and approved by IOAI.

Accepted rates will be as follows:

- a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed will be ninety percent (90%) of the proposed rate.
- b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent (200%) -the accepted rate will be eighty-five percent (85%) of the proposed rate.
- c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be seventy-five percent (75%) of the proposed rate.
- b. If IOAI is unable to issue a cognizant letter per paragraph E.1. above, IOAI may require CONTRACTOR to submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective date of the management letter. IOAI will then have up to six (6) months to review the CONTRACTOR's and/or the independent CPA's revisions.
- c. If the CONTRACTOR fails to comply with the provisions of this paragraph E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in paragraph E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.
- d. CONTRACTOR may submit to County final invoice only when all of the following items have

occurred: (1) IOAI accepts or adjusts the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of County; and, (3) IOAI has issued its final ICR review letter. The CONTRACTOR MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) calendar days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between County and the CONTRACTOR, either as a prime or subcontractor, with the same fiscal period ICR.

42. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

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

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

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

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

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

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

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

45. PROCUREMENT OF RECOVERED MATERIALS

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

in the EPA guidelines.

46. SUSPENSION FOR CONVENIENCE

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

47. FUNDING REQUIREMENTS

- A. It is mutually understood between the parties that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.
- B. This AGREEMENT is valid and enforceable only if sufficient funds are made available to County for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or County governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner.
- C. It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended to reflect any reduction in funds.
- D. County has the option to terminate the AGREEMENT pursuant to Article VI Termination, or by mutual agreement to amend the AGREEMENT to reflect any reduction of funds.

48. SAFETY

- A. CONTRACTOR shall comply with OSHA regulations applicable to CONTRACTOR regarding necessary safety equipment or procedures. CONTRACTOR shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONTRACTOR personnel shall wear hard hats and safety vests at all times while working on the construction project site.
- B. Pursuant to the authority contained in Vehicle Code § 591, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONTRACTOR shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONTRACTOR shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.
- C. CONTRACTOR must have a Division of Occupational Safety and Health (CAL-OSHA) permit(s), as outlined in Labor Code § 6500 and § 6705, prior to the initiation of any practices, work, method, operation, or process related to the construction or excavation of trenches which are five (5) feet or deeper.

49. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

In accordance with Public Contract Code §10296, CONTRACTOR hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against CONTRACTOR within the immediately preceding two-year period, because of CONTRACTOR's failure to comply with an order of a federal court that orders CONTRACTOR to comply with an order of the National Labor Relations Board.

50. PROMPT PAYMENT FROM THE COUNTY TO CONTRACTOR

The County shall make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request from CONTRACTOR on a professional service contract. If the County fails to pay promptly, the County shall pay interest to the CONTRACTOR, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the County shall act in accordance with both of the following:

- a. Each payment request shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- b. Any payment request determined not to be a proper payment request suitable for payment shall be returned to County as soon as practicable, but not later than seven (7) days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

51. INDEFINITE DELIVERY, INDEFINITE QUANTITY

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

County, when and if ordered, the services specified within the scope of Exhibit A and the specific task order, but shall in no way exceed the amount specified in Exhibit B. The County shall order at least the minimum amount of services shown in Exhibit B-1.

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

Any task order issued during the effective period shown in Section 4 of this Agreement and not completed within that period shall be completed by the CONTRACTOR within the time specified in the task order. The Agreement shall govern the CONTRACTOR'S and County's rights and obligations with respect to that task order to the same extent as if the task order were completed during the contract's effective period; provided, that the CONTRACTOR shall not be required to provide any services under this Agreement after 06/30/2028.

52. TITLE VI ASSURANCES

APPENDICES of the TITLE VI ASSURANCES

CONTRACTOR shall comply with the following Appendices of the Title VI Assurances as shown below. CONTRACTOR must include any applicable Title VI Assurances in all subcontracts to perform work under the contract.

The clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a COUNTY.

The clauses set forth in Appendix C and Appendix D of this Assurance shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the COUNTY with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

APPENDIX A

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees and successors in interest (herein collectively referred to as CONTRACTOR agrees as follows:

- a. Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- b. Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub- agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this

information, CONTRACTOR shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.

- e. Sanctions for Noncompliance: In the event of CONTRACTOR's noncompliance with the nondiscrimination provisions of this agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i. withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto the recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]* (*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land" that:
 - 1) In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations(as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the recipient and its assigns*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by the recipient pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishings of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

APPENDIX E

During the performance of this Agreement, the CONTRACTOR, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CONTRACTOR SIGNATURE PAGE

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

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

CONTRACTOR:

Linas Vitkus

Twining, Inc

1879 Portola Rd

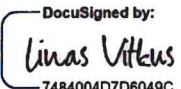
Ventura, CA 93003

License No. NA

Business Type: Corporation

Lvitkus@twininginc.com

805-644-5100

By:  _____
7484004D7D6049C...
Authorized Representative

Date: 5/16/2025 | 10:16 AM PDT _____

COUNTY SIGNATURE PAGE

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

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By:


Deputy Clerk

COUNTY OF SANTA BARBARA:

Laura Capps

By:


Chair, Board of Supervisors

Date:

6-24-25

RECOMMENDED FOR APPROVAL:

Chris Sneddon
Director of Public Works

By:

DocuSigned by:

7D31CBAF8D5D4AF...
Department Head

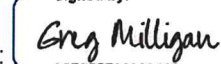
Date:

6/11/2025 | 4:47 PM PDT

APPROVED AS TO FORM:

Greg Milligan
Risk Manager

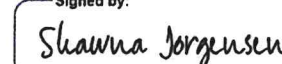
By:

Signed by:

05F555F00269466...

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By:

Signed by:

DF6DB6D7D6344E6...
Deputy

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By:

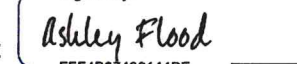
Signed by:

FFF4B37436144BF...
Deputy County Counsel

Exhibit A – Statement of Work

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

CONTRACTOR's work shall comply with the Request for Proposal IDIQ06 Indefinite Delivery-Indefinite Quantity "As Needed" Contractation Materials Testing Services (RFP) and proposal dated March 14, 2025 (attached hereto as Attachment A CONTRACTOR's Proposal), as modified by the negotiated and approved Cost Proposal included as **Exhibit B-1**. CONTRACTOR's work will occur pursuant to executed Task Orders.

CONTRACTOR's work shall be within its assigned maintenance Division of the County except as specified in **Exhibit B**. The work includes construction material testing services for transportation public works projects as specified. The work is of a technical nature (only performing material tests and providing data) and will not provide an evaluation or a discipline report. The service provided is therefore a non-A&E (Architecture & Engineering) service. (Reference: California Government Code §4527.)

The CONTRACTOR's assigned maintenance Division is: Santa Barbara.



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

Exhibit B – Payment Arrangements Specified Rates of Compensation

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

Specific projects will be assigned to CONTRACTOR through issuance of Task Orders. After a project to be performed under this Agreement is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate.

- i. When a project arises within the Maintenance Division to which Contractor is assigned, that Contractor will automatically be selected for the required Construction Material Testing Services which will be formally outlined in the draft Task Order.
 - ii. If a project is countywide or on the boundary between 2 Maintenance Divisions, Task Orders will be awarded through a mini-RFP process among the 3 contractors awarded under the RFP. An informal solicitation with project specific evaluation criteria will be sent by the Contract Manager or their designee and a deadline will be assigned. Proposals received by the deadline will be evaluated and ranked based on the criteria given in the solicitation. A Task Order will be awarded to the first ranked firm and costs will be based on wage rates established in this master on-call Agreement, and the time and deliverable requirements in the task order.
 - iii. In addition, work within a maintenance Division which cannot be performed by the assigned contractor due to a lack of available staff, scheduling conflicts, and other reasons that would delay the required Construction Material Testing Services, may be assigned to a contractor from another maintenance Division at the sole discretion of the Contract Manager or their designee.
- B. A draft Task Order will identify the scope of services, period of performance, and project schedule, and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within five (5) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR. Projects, task orders, and overall contract budget will be tracked by the COUNTY.
- C. Task Orders shall be negotiated for specific rates of compensation, which must be based on the labor and other rates set forth in the approved Cost Proposal, attached hereto as **Exhibit B-1** and incorporated by reference.
- D. CONTRACTOR will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead and other estimated costs set forth in the approved Cost Proposal, unless additional reimbursement is provided for, by contract amendment. In no event, will CONTRACTOR be reimbursed for overhead costs at a rate that exceeds COUNTY approved overhead rate set forth in the approved Cost Proposal except for prevailing wage rates beyond the annual escalation rate. In the event, COUNTY determines that changed work from that specified in the approved Cost Proposal and contract is required; the actual costs reimbursable by COUNTY may be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "M," shall not be exceeded unless authorized by contract amendment.
- E. Reimbursement for transportation and subsistence costs are included in the rates specified in the approved Cost Proposal. Regardless of inclusion in a cost proposal, the COUNTY shall not reimburse the CONTRACTOR for costs to relocate its personnel to the service area. The COUNTY shall not reimburse the CONTRACTOR for per diem costs, unless preapproved in writing by the COUNTY. The COUNTY shall not reimburse the CONTRACTOR for out-of-state travel without prior written approval from the COUNTY. The COUNTY shall not reimburse for housing accommodations unless explicitly outlined in a Task Order.
- F. Progress payments for each Task Order will be made monthly in arrears based on services provided. If CONTRACTOR fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, COUNTY shall have the right to delay payment or terminate this Agreement in accordance

with the provisions of Section 19, Termination. Failure to submit the required deliverable items in the time specified may result in withholding of payment or permanent deductions from total payment if it results in a loss to the COUNTY due to delaying a project.

- G. CONTRACTOR shall not commence performance of work or services until this Agreement has been approved by COUNTY, and notification to proceed has been issued by the COUNTY designated representative. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this Agreement. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- H. CONTRACTOR will be reimbursed within 30 days upon receipt of itemized invoices by COUNTY'S Contract Manager. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall detail the work performed on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Section 40 Equipment Purchase of this Agreement, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Manager at the following address:

Brent Clavin
620 West Foster Road
Santa Maria, CA 93455

- I. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases greater than the agreed Cost Proposal annual cost escalation rate, which are the direct result of changes in the prevailing wage rates, are reimbursable.
- J. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement.
- K. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- L. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- M. The total amount payable by COUNTY for all Task Orders resulting from this Agreement shall not exceed \$1,500,000.
- N. All subcontracts shall contain the above provisions.

Exhibit B-1: Approved Cost Proposal

COUNTY OF SANTA BARBARA PUBLIC WORKS TRANSPORTATION: QUALITY ASSURANCE PROGRAM						
QUALITY ASSURANCE MATERIAL TESTING		PROJ. #	IDIQ06	2025-2028		
ITEM NO.	TEST NO.	ITEM NAME/DESCRIPTION	UNIT	EST. QTY.	EST. UNIT COST	EST. COST
1	ASTM E70	pH Aqueous Sol w/ electrode	EA	5	\$85.00	\$425.00
2	ASTM D5	Penetration of Bituminous Materials	EA	5	\$100.00	\$500.00
3	ASTM D92	Flash and Fire Points by Cleveland Open Cup Tester	EA	2	\$135.00	\$270.00
4	ASTM D244	Practices of Emulsified Asphalts	EA	5	\$350.00	\$1,750.00
5	ASTM D412	Vulcanized Rubber and Thermoplastic Elastomers	EA	2	\$350.00	\$700.00
6	ASTM D471	Rubber Property	EA	2	\$755.00	\$1,510.00
7	ASTM D1556/1557	Relative Compaction, Curve	EA	50	\$195.00	\$9,750.00
8	ASTM D2007	Rubber Extender- Clay Gel method	EA	2	\$350.00	\$700.00
9	ASTM D2171	Viscosity of AC - Vacuum cap. Method	EA	5	\$370.00	\$1,850.00
10	ASTM D2922/6938	In Place Soil Density, Moisture	EA	500	\$13.00	\$6,500.00
11	ASTM D4791	Flat and Elongated Particles	EA	50	\$250.00	\$12,500.00
12	ASTM D6997	Distillation of Emulsified Asphalt	EA	5	\$145.00	\$725.00
13	ASTM D7496	Viscosity of Emulsified Asphalt by Saybolt Furol Viscometer	EA	5	\$110.00	\$550.00
14	ASTM C143	Concrete Slump	EA	100	\$10.00	\$1,000.00
15	ASTM A934	Epoxy Coated Rebar Adhesion/Thickness	EA	5	\$100.00	\$500.00
16	AASHTO R28	Pressure Aging Vessel (PAV)	EA	2	\$145.00	\$290.00
17	AASHTO T 27	Aggregate Gradation	EA	50	\$155.00	\$7,750.00
18	AASHTO T 44	Solubility	EA	5	\$160.00	\$800.00
19	AASHTO T 48	Flash Point	EA	2	\$135.00	\$270.00
20	AASHTO T 49	Penetration, 25°C	EA	5	\$100.00	\$500.00

21	AASHTO T 51	Ductility	EA	5	\$145.00	\$725.00
22	AASHTO T 53	Softening Point of Bitumen	EA	5	\$130.00	\$650.00
23	AASHTO T 59	Test for Emulsified Asphalts	EA	25	\$320.00	\$8,000.00
24	AASHTO T 96	LA Rattler	EA	25	\$212.00	\$5,300.00
25	AASHTO T 164	RAP Binder Content	EA	25	\$175.00	\$4,375.00
26	AASHTO T 176	Sand Equivalent	EA	50	\$120.00	\$6,000.00
27	AASHTO T 209	Theoretical Max Specific Gravity (RICE)	EA	25	\$165.00	\$4,125.00
28	AASHTO T 240	Rolling Thin Film Oven (RTFO)	EA	2	\$135.00	\$270.00
29	AASHTO T 255	Aggregate and RAP Moisture Content at Continuous Mixing Plants	EA	25	\$50.00	\$1,250.00
30	AASHTO T 269	Air Voids Content	EA	25	\$100.00	\$2,500.00
31	AASHTO T 275	Bulk Specific Gravity	EA	25	\$88.00	\$2,200.00
32	AASHTO T 283	Moisture Susceptibility	EA	25	\$90.00	\$2,250.00
33	AASHTO T 301	Elastic Recovery	EA	5	\$135.00	\$675.00
34	AASHTO T 304-A	Fine Aggregate Angularity	EA	25	\$220.00	\$5,500.00
35	AASHTO T 308-A	Asphalt Binder Content	EA	100	\$175.00	\$17,500.00
36	AASHTO T 313	Creep and Stiffness	EA	2	\$185.00	\$370.00
37	AASHTO T 315	Dynamic Shear	EA	2	\$185.00	\$370.00
38	AASHTO T 316	Viscosity	EA	2	\$120.00	\$240.00
39	AASHTO T 324	Hamburg Wheel Track	EA	10	\$1,300.00	\$13,000.00
40	AASHTO T 329	HMA Moisture Content	EA	25	\$90.00	\$2,250.00
41	AASHTO T 335	% of Crushed Particles, Coarse and Fines	EA	25	\$180.00	\$4,500.00
42	MS-2	VMA, DP,MS-2	EA	25	\$150.00	\$3,750.00
43	CT 202	Sieve Analysis	EA	50	\$155.00	\$7,750.00
44	CT 206	Specific Gravity and Absorption of Coarse Aggregate	EA	20	\$105.00	\$2,100.00
45	CT 207	Specific Gravity and Absorption of Fine Aggregate	EA	20	\$170.00	\$3,400.00
46	CT 211	LA Rattler (CT 211)	EA	25	\$205.00	\$5,125.00

47	CT 213	Organic Impurities in Concrete Sand	EA	10	\$95.00	\$950.00
48	CT 214	Soundness of Aggregate by Use of Sodium Sulfate	EA	10	\$464.00	\$4,640.00
49	CT 217	Sand Equivalent	EA	100	\$129.00	\$12,900.00
50	CT 226	Moisture Content of Aggregate	EA	25	\$30.00	\$750.00
51	CT 227	Cleanliness Value	EA	50	\$180.00	\$9,000.00
52	CT 229	Durability Index (CT 229)	EA	50	\$220.00	\$11,000.00
53	CT 233	Gamma-Gamma Logging	EA	20	\$1,000.00	\$20,000.00
54	CT 301	R-Value	EA	50	\$454.00	\$22,700.00
55	CT 302	Film Stripping	EA	5	\$100.00	\$500.00
56	CT 312	Optimum Moisture Content	EA	2	\$160.00	\$320.00
57	CT 331	Residue by Evaporation	EA	5	\$130.00	\$650.00
58	CT 332	Torsional Recovery	EA	2	\$185.00	\$370.00
59	CT 338	Cement Content	EA	2	\$300.00	\$600.00
60	CT 339	Field Test for the Determination of Distributor Spread Rate	EA	20	\$100.00	\$2,000.00
61	CT 342	Portable Skid Testing	DAY	2	\$1,000.00	\$2,000.00
62	CT 375	In-Place Density and Relative Compaction of HMA w/ Nuke gauge	EA	100	\$20.00	\$2,000.00
63	CT 384	Aggregate Gradation (CT 384)	EA	50	\$155.00	\$7,750.00
64	CT 387/AASHTO R 56/57	Inertial Profiling	EA	2	\$1,000.00	\$2,000.00
65	CT 401	Polymer Content Based on Residual Asphalt	EA	2	\$60.00	\$720.00
66	CT 515	Relative Mortar Strength of Portland Cement Concrete Sand	EA	2	\$350.00	\$700.00
67	CT 518	Unit Weight of Fresh Concrete	EA	100	\$30.00	\$3,000.00
68	CT 521/539/540	Concrete Compressive Test Specimens	EA	500	\$37.00	\$18,500.00
69	CT 533	Concrete Ball Penetration	EA	20	\$20.00	\$400.00
70	CT 541	Flow of Grout Mixtures (Flow Cone Method)	EA	20	\$100.00	\$2,000.00
71	CT 523/524	Modulus of Rupture	EA	2	\$300.00	\$600.00
72	CT 670	Mechanical and Welding Reinforcing Steel Splice; #8	EA	25	\$81.00	\$2,025.00

73	CT 670	Mechanical and Welding Reinforcing Steel Splice; #9-#11	EA	25	\$81.00	\$2,025.00
74	CT 670	Mechanical and Welding Reinforcing Steel Splice; #14+	EA	25	\$311.00	\$7,775.00
75	-	Soils and Materials Tester	HR	1000	\$130.00	\$130,000.00
76	-	Concrete Tester	HR	5	\$130.00	\$650.00
77	-	Non-destructive Tester	HR	5	\$130.00	\$650.00
78	-	Mat Lab Manager	HR	200	\$150.00	\$30,000.00
79	-	Contract Manager	HR	100	\$200.00	\$20,000.00
80	Travel Rate; for expense for technicians driving to assigned work location and sample pickup/drop-off; including all the actual vehicle costs (fuel, insurance, lease, tax, etc. ALL); must include profit; ACTUAL HOURS, no minimums; County Line to jobsite location if lab is outside the County otherwise point of origin to jobsite.		HR	400	\$100.00	\$40,000.00
YR1 TOTAL=						\$512,190
ANNUAL COST ESCALATION RATE=						3%
YR2 TOTAL=						\$527,555
YR3 TOTAL=						\$543,382
CONTRACT TOTAL=						\$1,500,000

EXHIBIT C - Indemnification and Insurance Requirements (For Professional Contracts – Materials Testing Only)

INDEMNIFICATION

A. 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. CONTRACTOR'S indemnification obligation does not apply to the COUNTY'S sole negligence or willful misconduct.

B. 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, 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 \$2,000,000 per occurrence and \$4,000,000 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 \$1,000,000 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.

**COUNTY OF SANTA BARBARA
PUBLIC WORKS DEPARTMENT**

TRANSPORTATION DIVISION

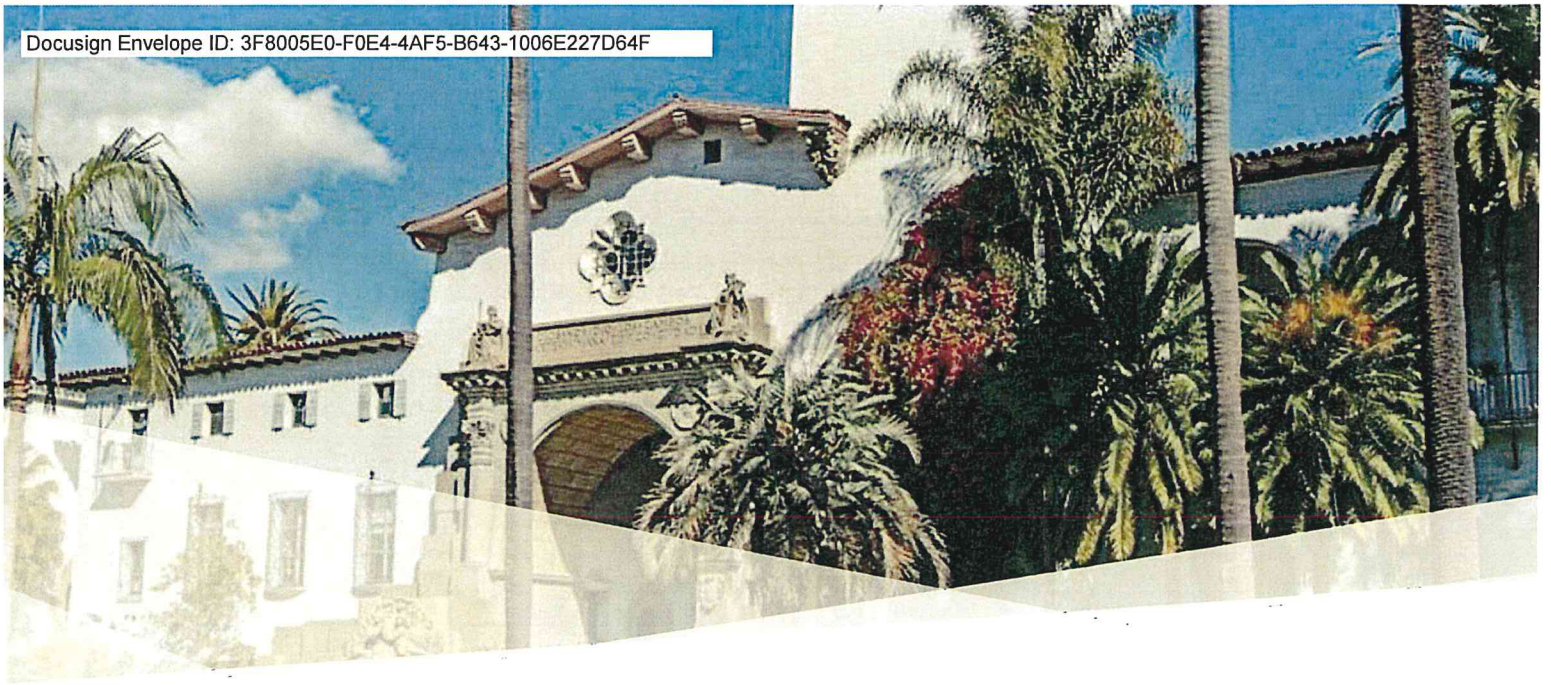
620 West Foster Road
Santa Maria, California 93455
(805) 803-8750



CHRIS SNEDDON

Director

Proposal is not shown in its original form, and pages 5 through 10, 12 through 17, and 27 through 32, are omitted for brevity, but are kept on File with the Department of Public Works.



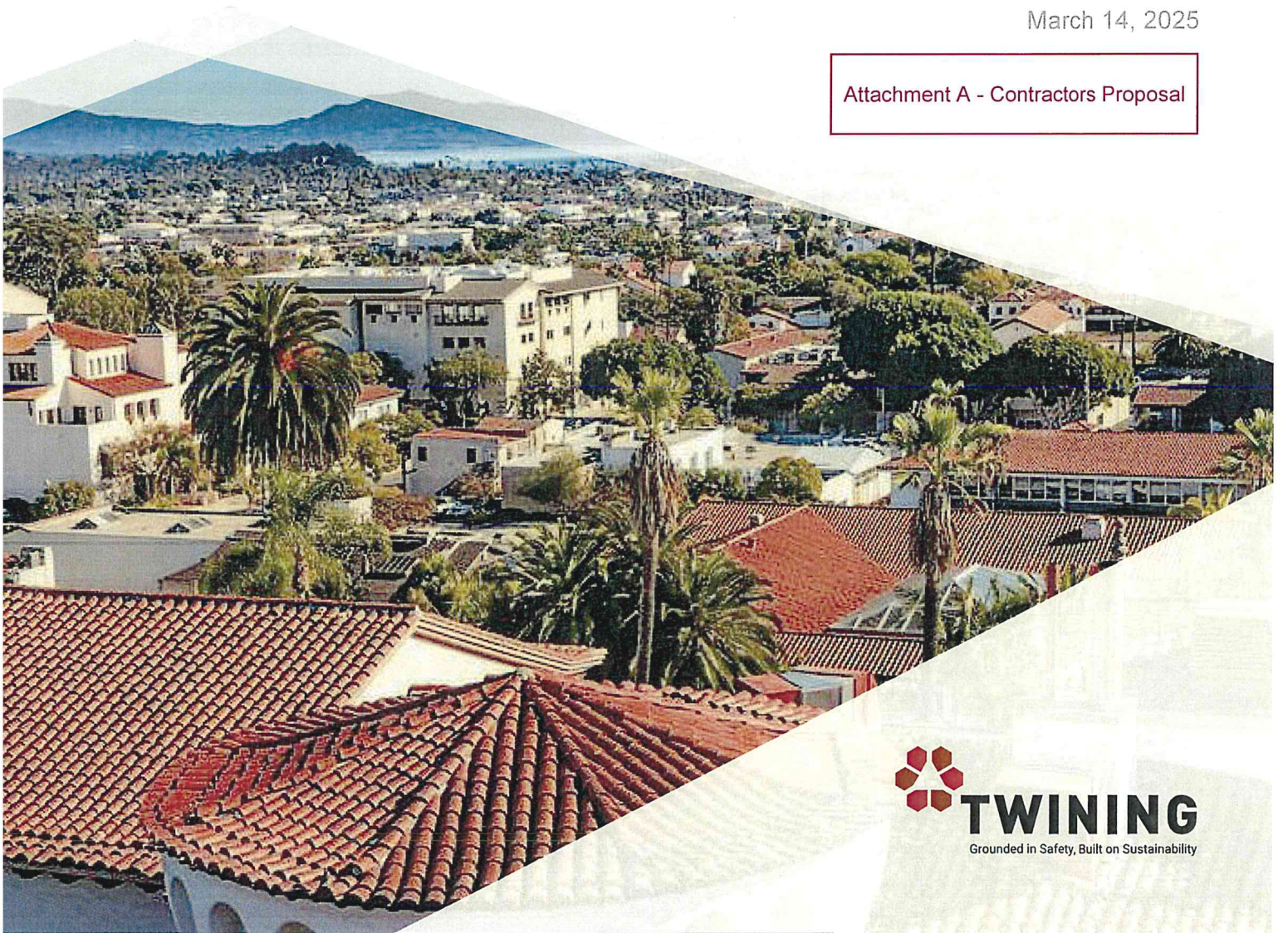
COUNTY OF SANTA BARBARA

PROPOSAL TO PROVIDE

As-Needed Construction Materials Testing Services for the Indefinite Delivery-Indefinite Quantity (IDIQ)

March 14, 2025

Attachment A - Contractors Proposal



TWINING

Grounded in Safety, Built on Sustainability

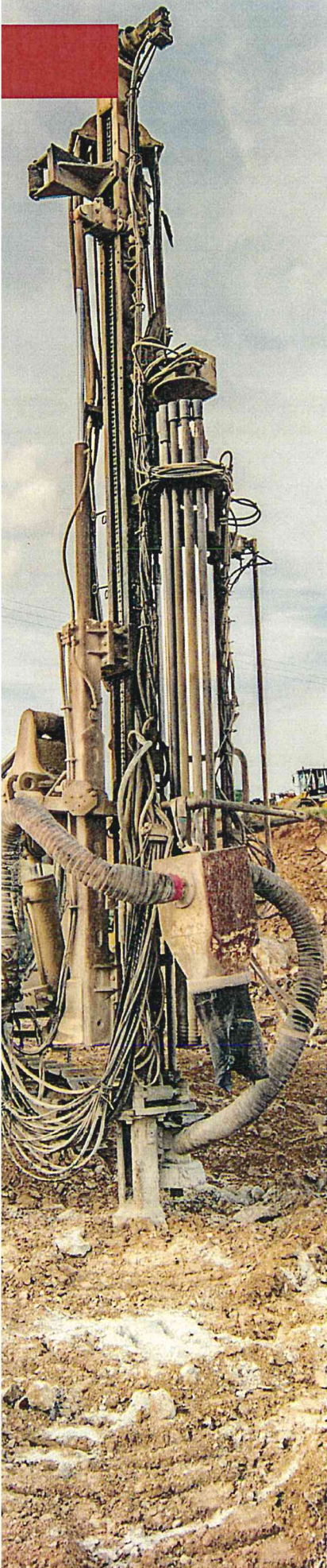


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1879 Portola Road, Suite G
Ventura CA 93003

Tel 805.644.5100
Fax 562.426.6424

March 14, 2025
Proposal No. 25-0361

Rob Murphy
County of Santa Barbara, Public Works Department - Transportation Division
123 East Anapamu Street, Santa Barbara, CA 93101

RE: Proposal to Provide As-Needed Construction Materials Testing Services

Dear Mr. Murphy,

County of Santa Barbara (County) is seeking firms to provide As-Needed Construction Materials Testing Services. Twining, Inc. (Twining) possesses the resources and expertise to fully support all requirements of this contract with the County.

Beyond satisfying scope requirements, Twining can bring success and add value to your upcoming contract in the following ways:

A Partner, Not a Consultant: At Twining, we prioritize providing the County with unparalleled support. We believe in genuine staff augmentation, meaning our geotechnical, special inspectors, and material testing laboratory experts are readily available to answer your team's inquiries through text, phone, email, or in-person visits. We are committed to being accessible and responsive whenever you reach out. This embodies our vision of being a true partner, not just a consultant.

Local Presence: Twining has extended experience working in Santa Barbara and the surrounding area, serving this region for more than two decades. Additionally, we have worked with the County of Santa Barbara on more than 25 projects. With a fully operational office located in Ventura, less than 20 miles from the County line, we are fully capable of supporting the County with any needs for the duration of this contract.

Proven Project Manager: The County's projects will be managed by Jeff Tawakoli, PE, your Project Manager. Jeff is in prime position to support the County with all needs and requests stemming from his extensive experience working on projects for local public works clients, including the County of Santa Barbara. Jeff will ensure that we scale our staffing according to each project's demands and provide rapid, accurate laboratory testing and reporting turnaround.

Adherence to Stringent Standards: Twining meets the industry's most rigorous inspection and certification criteria. We are certified, accredited, and/or inspected by prominent agencies, including the Division of the State Architect (DSA), Caltrans, the Federal Aviation Administration (FAA), the United States Army Corps of Engineers (USACE), the American Concrete Institute (ACI), the International Code Council (ICC), the American Association of State Highway and Transportation Officials (AASHTO), and the Cement and Concrete Reference Laboratory (CCRL) underscore our status as a certified geotechnical, materials testing, and inspection

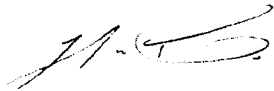
laboratory. Furthermore, our proposed inspectors have extensive knowledge in current Caltrans standard plans and specifications and AWWA standards. Our inspectors have reviewed and will adhere to Hayward Standard Details, and Specifications for the construction of water mains, fire hydrants, sanitary sewer mains and appurtenances.

Twining's expertise with multiple agency specifications and standards, successful track record with similar Public Agency clients, knowledge of local soils condition and geology, and technical experts will make us a valuable member of your team. We will consider it a privilege to partner with you and invest in the growth and beautification of our local community.

Thank you for your time and consideration. If you have any questions or require further information, please contact Jeff Tawakoli, PE, who is the primary contact person and will interface with County staff at 805.644.5100 or by email at jtawakoli@twininginc.com.

Sincerely,

Twining, Inc.

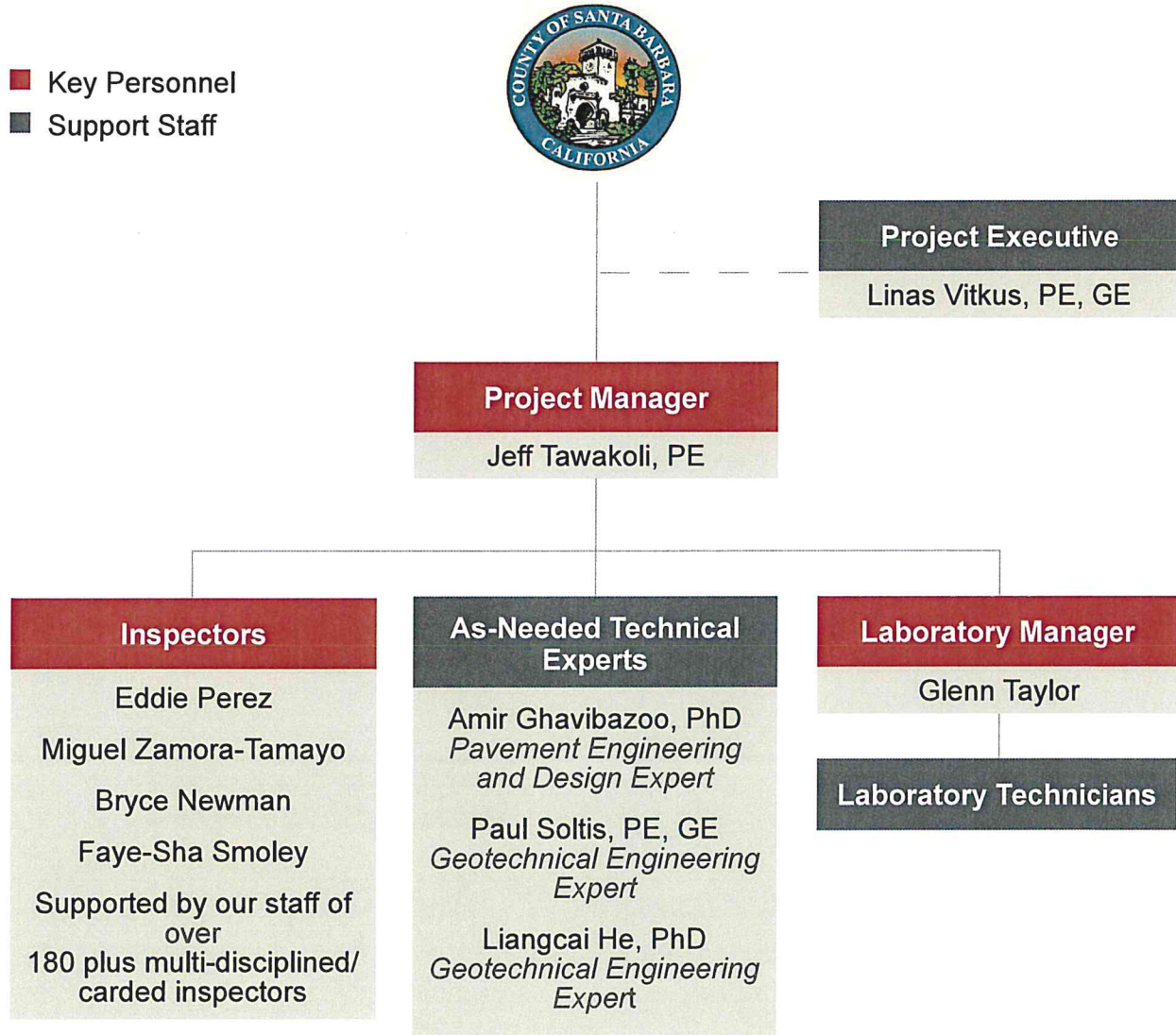
A handwritten signature in black ink, appearing to read "J. Tawakoli", with a stylized flourish at the end.

Jeff Tawakoli, PE
Branch Manager

3. CONTRACTOR STAFF

Organizational Chart

- Key Personnel
- Support Staff



Subcontractors

Twining will not be using subcontractors for this contract, as we are fully equipped to provide all requested services in-house, as we have successfully done in the past.

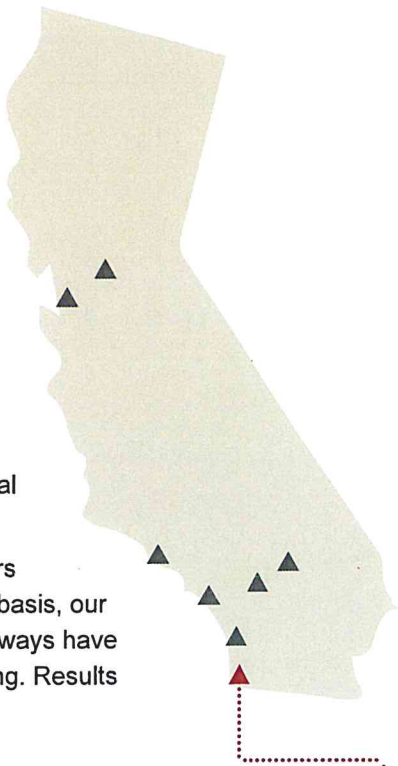
3. Contractor Staff

Regional Firm Resources and Capacity

Our key personnel and respective support staff are available and committed to dedicating the effort necessary to complete the County's projects. We are confident that we can perform on any project from day one with our unmatched experience and incomparable resources. ***Our inspection staff exceeds 180 inspectors throughout Southern California, with more than eighty percent of whom hold multiple inspection certifications in various aspects of construction;*** this deep bench of inspection staff allows us to have the resources and capacity necessary to staff and deliver on your contract.

Additionally, our Caltrans and AASHTO-approved laboratory facility is located less than 20 miles from the County. Our laboratory set-up and location allow us to respond to your project needs immediately. Furthermore, our laboratory testing services are available 24 hours a day and 7 days a week. If rush testing or testing during non-normal business hours is needed, we are prepared to provide testing even on short notice.

Our commitment is to support the construction schedule and milestones. Our inspectors have direct communication with our **Laboratory Manager, Sean Bautista**. On a daily basis, our inspectors communicate with the laboratory team to coordinate required testing. We always have a pick-up driver and laboratory technician on call in case of a rush pick-up and/or testing. Results are provided to the entire team electronically after the testing is complete.



Our Laboratory

Project laboratory testing will be conducted in-house, at Twining's Caltrans and AASHTO-certified Ventura laboratory, located less than 20 miles from the District.

This laboratory is also accredited by HCAI, DSA, and USACE.



3. Contractor Staff

Project Management Approach

Our single-point-of-contact approach ensures consistent communication with the County fostering familiarity with their processes. Jeff, our proposed Project Manager, will actively engage County staff to meet daily staffing needs, oversee all services, and ensure timely, accurate reports and invoices. He will collaborate closely with the County to address contract needs, manage budgets, and resolve any issues.

All testing will be done in the form of testing requests. All work will be certified, compliant, and all punch list items will be tested as required. We will collect and analyze quality non-conformance data and provide input to the County's quality effectiveness evaluation system in a manner that is acceptable. Prior to any documentation on non-conformities, Jeff will communicate with the County on any non-compliances that arise and collaborate with the team to provide a resolution. If necessary, we will document conditions that do not meet contract and/ or reference document requirements and perform verification activities to assure correction and prevention of recurrence. During closeout, we will assist and support the development and resolution of final punch list items.

This contract will require flexibility and a depth of expert knowledge and resources. Our project management process includes checks and balances that allow us to provide work effectively and efficiently.

Single Point of Contact

We have found that providing our clients with a single point of contact is the best approach to ensure they receive seamless customer service throughout the duration of this contract. Jeff Tawakoli, PE will serve as the single point of contact for the entirety of this contract. Jeff will have the responsibility to provide any feedback the client requests and to respond to any contract requirements. This includes, with the assistance of the vast roster of technical experts at Twining, answering any technical questions that may arise. Twining's technical team consists of experts in all fields related to geotechnical engineering, all phases of special inspection

and non-destructive testing, specialty testing such as load testing, roofing and waterproofing consultation and inspection, asphalt pavement inspection, and laboratory testing of all materials related to construction.

Providing Timely and Cost-Effective Services

We promptly address staffing needs, even with last-minute requests, by leveraging our central dispatch system. Our team maximizes efficiency and budget sensitivity by utilizing multi-carded inspectors and shared resources. We track budgets and promptly address non-compliance issues while streamlining testing through our digital software, ConstructionHive.

Responding to RFIs

We typically receive RFIs from the project team and we can respond to those RFIs within 24 hours for most issues, and we will at least respond in 24 hours to inform the team of the timing of our response should additional analyses be required. We understand the timeliness of responding to RFIs and in many instances have been able to respond to RFIs within one to two hours.

Digital Reporting

With ConstructionHive™ our clients gain instant access to new reports and are able to easily search for and locate all previous reports. We utilize ConstructionHive, an innovative cloud based platform that provides a streamlined distribution process. ConstructionHive allows us to share field testing and inspection data, laboratory test reports, and other documents and data with the project team. Additionally, our inspectors utilize a paperless reporting system accessible on their smartphones or tablets in the field, which allows for rapid report turnaround. This also helps remove the potential for human error, omitting the possibility for lost reports or missing/incorrect project numbers.

Our Project Manager will review reports prior to submitting via the automated system. With electronic reporting, we are able to provide our inspection and laboratory reports within the same day, essentially in real time. With paperless

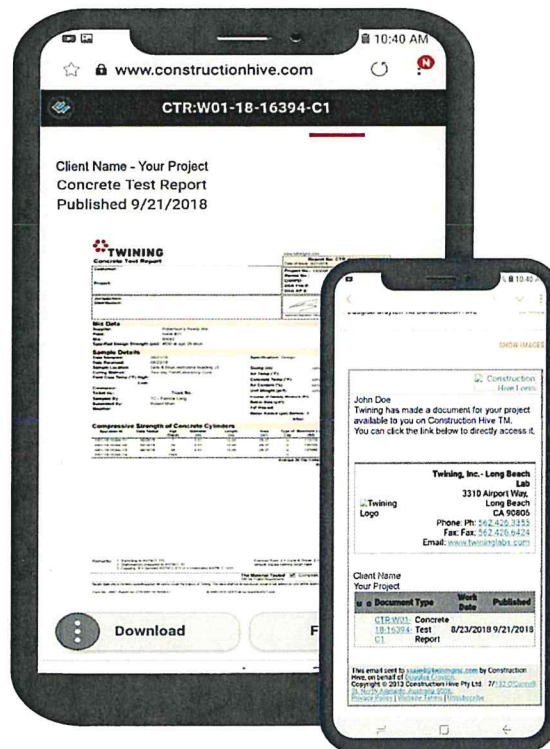
3. Contractor Staff

reporting, when an inspector completes his report, the file is automatically submitted to the Project Manager for review. A process that used to take days is now completed in minutes. The field reports can be reviewed in near real time to ensure they are accurate and complete. With ConstructionHive, the possibility for human error has been minimized, ensuring timely and accurate testing and inspection reporting and documentation.

With ConstructionHive, our clients gain instant access to new reports and are able to easily search for and locate all previous reports.

ConstructionHive is a cloud based platform providing applications for the distribution and analysis of information amongst construction industry participants (such as construction companies, construction material producers, testing consultant laboratories and government agencies). It provides a centralized repository of documents and data (testing and inspection) that is available for analytical reporting and integration.

It has been successfully used for large (>\$1B) projects in the USA and Australia by leading private and public corporations, and currently has millions of documents under storage and more than 10,000 registered users to supporting your construction schedule and milestones.



3. Contractor Staff

Scope of Work

The following is our approach and methodology for managing materials testing and inspection tasks in support of the County, as well as our outline of the sequential activities that will be undertaken to complete the tasks required:

	1. Receive Request Twining will receive a formal request for services from the County's representative briefly describing the scope, size, and services required for each project. A set of plans and specifications would be sent to Twining for review.		5. Coordinate If a material type (i.e. hot mix asphalt) requires plant inspection, both the plant and field technicians would communicate directly with the public works inspector as to temperatures, time of shipment, total tons at the plant, intermediate plant test results, plant break downs, and all pertinent daily activities.
	2. Propose Cost Our Project Manager will review the plans and specifications, develop a budgetary cost estimate based on the testing and inspection requirements specified.		6. Log The technician will log his daily testing and sampling and provide a copy of his daily report to the public works inspector for his signature. The daily report would also contain a log of his hours covering the duties performed that day.
	3. Assign Staff The appropriate Twining staff member will be proposed for each project and each individual's resume would be forward to the County's project representative along with their appropriate inspection or testing certifications for review and approval. The technicians and inspectors will be available within 24 hours of request.		7. Project Manager Review Daily reports will be reviewed by the Project Manager along with all laboratory test results and compiled into one final construction quality assurance report to be submitted to the County at the end of each project.
	4. Perform Inspection The project technician will perform appropriate testing or inspection as required by the project specifications and or the Local Assistance Procedures Manual and log each station location of each test. Samples would be obtained for construction materials that correlate with the tests.		8. Final Report * Twining will also provide a Final Construction Quality Assurance report that displays all field inspection reports, batch plant inspection reports, laboratory testing reports, and a summary of the field density tests performed on each project.*

4. CONFLICT OF INTEREST

Conflict of Interest

Twining does not have any actual, apparent, or potential conflicts of interest that may exist relative to the services described in the RFP. If awarded the contract, we understand that we will be required to refrain from and disclose subsequent potential conflicts throughout the performance period.

5. LITIGATION

Litigation

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

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

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

- **Brosamer & Wall**

- » Case No.: 19CV348504
- » Court: Superior Court of the State of California - County of Santa Clara
- » Court Address: 191 N. First Street, San Jose, CA 95133
- » Project: 160664.5 Lower Berryessa Creek Flood Protection Project - Phase 2
- » Description: In May 2019, Twining, Inc. was named as defendant in the matter of Brosamer & Wall, Inc. v. Twining, Inc. Twining had a claim and lawsuit in which Brosamer & Wall contended that Twining's failure to perform its service properly resulted in Brosamer & Wall having to perform repairs for which it sought reimbursement. Twining vigorously denied any liability. The case was settled in August 2022.

- **Mark H. Savel Architects, Inc.**

- » Case No.: BC617009
- » Court: Stanley Mosk Courthouse
- » Court Address: 111 North Hill Street, Los Angeles, CA 90012
- » Project: 130587.1 Westgate Ave-Terrazzo GPR & Coring
- » Description: In October 2018, Twining, Inc. was named as a cross-defendant in the matter of Nagel et al. v. DSC Craftsmen, Inc. et al. Cross-complaint lists 527 defendants, alleging breach of warranty and professional negligence with respect to repairs made at a single-family residence. Twining, Inc. believes the allegations to be frivolous, as the firm had no contractual relationship with any of the parties named in the matter. Complaint was dismissed by the plaintiffs within a few weeks of filing.

6. AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

Agreement for Services of Independent Contractor

Twining affirms that all terms in this proposal will remain in effect for ninety (90) days following the date the submittals are due.

6. Agreement for Services of Independent Contractor

8 ATTACHMENT A – COUNTY STANDARD AGREEMENT

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

Signature: _____

7. CONTRACTOR INFORMATION SHEET

9 ATTACHMENT B – CONTRACTOR INFORMATION SHEET

Contractor Information Sheet

Name of Proposer Twining, Inc.

Business P.O. Box N/A

City, State, Zip Ventura, California, 93003

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

City, State, Zip Ventura, California, 93003

Telephone No. 805.644.5100 Fax No. 562.426.6424

Contractor License No. N/A License Classification N/A

Public Works Contractor Registration No. N/A

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

Contact Person Name Jeff Tawakoli, PE

Contact Person Phone No. 805.644.5100

Contact Person Email jtawakoli@twininginc.com

Employer's Tax Identification Number Federal - 952040084 | California - 13259809