

## **AGREEMENT FOR SERVICES**

**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 GHD Services Inc. with an address at 2235 Mercury Way, Suite 150, Santa Rosa, California (hereafter "GHD") wherein COUNTY agrees to provide and GHD agrees to accept the services specified herein subject to the terms and conditions of this Agreement.

WHEREAS, COUNTY entered into a Construction Cooperative Agreement with the State of California Department of Resources Recycling and Recovery, dated February 14, 2017 ("CCA"), regarding the Ortega Road Slide Repair Project ("Project");

WHEREAS, the CCA requires COUNTY to enter into an agreement that designates GHD as the contract administrator for preliminary engineering and construction of the Project, allows the COUNTY to act as a subcontractor to GHD for certain construction tasks related to the Project, and reimburses the COUNTY for completion of those tasks; and

WHEREAS, COUNTY and GHD desire to enter into this Agreement to set forth the requirements stated in the CCA.

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

### **1. DESIGNATED REPRESENTATIVE**

Joaquin Wright at phone number (707) 303-4850 is the authorized representative of GHD and will administer this Agreement for and on behalf of GHD. Christian Doolittle at phone number (805) 739-8777 is the authorized representative for COUNTY. Changes in designated representatives shall be made only after advance written notice to the other party. The designated 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 GHD: Joaquin Wright, 2335 Mercury Way, Suite 150, Santa Rosa, CA 95407, (707) 303-4850, Joaquin.Wright@ghd.com

To COUNTY: Christian Doolittle, 620 W Foster Road, Santa Maria, CA 93455, FAX: (805) 739-8750, doolittle@cosbpw.net

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**

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

### **4. TERM**

COUNTY shall commence performance on November 7, 2017 and end performance upon completion, but no later than November 7, 2018 unless otherwise directed by GHD or unless earlier terminated.

### **5. COMPENSATION OF COUNTY**

In full consideration for COUNTY's services, COUNTY 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 GHD and which is delivered to the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net seventy-five (75) days from presentation of invoice.

### **6. INDEPENDENT CONTRACTOR**

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

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

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

If federal, state or COUNTY audit exceptions are made relating to this Agreement, GHD 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, GHD shall



reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

#### 8. **INSURANCE**

COUNTY shall maintain self-insurance related to the work consistent with its regular practices for self-insurance. County will require in its contracts with contractors retained to perform the work that such contractors maintain insurance naming GHD as additional insured and indemnify both the County and GHD.

#### 9. **TERMINATION**

- A. **By GHD.** GHD may, by written notice to COUNTY, terminate this Agreement in whole or in part at any time, whether for GHD's convenience, for nonappropriation of funds by CalRecycle, or because of the failure of COUNTY to fulfill the obligations herein.
1. **For Convenience.** GHD may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, COUNTY shall, as directed by GHD, 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 GHD from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by CalRecycle, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then GHD will notify COUNTY of such occurrence and GHD 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, GHD shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should COUNTY default in the performance of this Agreement or materially breach any of its provisions, GHD may, at GHD's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, COUNTY shall immediately discontinue all services affected (unless the notice directs otherwise) and notify GHD as to the status of its performance. The date of termination shall be the date the notice is received by COUNTY, unless the notice directs otherwise.
- B. **By COUNTY.** Should GHD fail to pay COUNTY all or any part of the payment set forth in EXHIBIT B, COUNTY may, at COUNTY's option terminate this Agreement if such failure is not remedied by GHD within thirty (30) days of written notice to GHD of such late payment.
- C. Notwithstanding any other payment provision of this Agreement, GHD shall pay COUNTY for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. COUNTY shall furnish to GHD such financial information as in the judgment of GHD is necessary to determine the reasonable value of the services rendered by COUNTY.

#### 10. **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.

**11. 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.

**12. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to GHD 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.

**13. TIME IS OF THE ESSENCE**

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

**14. NO WAIVER OF DEFAULT**

No delay or omission of GHD 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 GHD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of GHD.

**15. 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.

**16. 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.

**17. COMPLIANCE WITH LAW**

COUNTY 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.

**18. 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 the County of Santa Barbara, if in federal court.

**19. 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.

**20. 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.

**21. 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.

**22. PRECEDENCE**

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



Agreement for Services between **GHD Services Inc.** and the **County of Santa Barbara**:

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date when fully executed by COUNTY and GHD.

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

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

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

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

**RECOMMENDED FOR APPROVAL:**

Public Works Department

**GHD Services Inc.:**

By: \_\_\_\_\_  
Scott McGolpin, PE  
Director of Public Works

By:  \_\_\_\_\_  
Authorized Representative

Name: Fred Bickel

Title: Principal

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Theodore A. Fallati, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Risk Management

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

## EXHIBIT A

### STATEMENT OF WORK

## EXHIBIT A

### PROJECT SCOPE & SCHEDULE

**Project Limits:** Ortega Ridge Road, from approximately 750 ft. north of Greenwell Avenue to approximately 1,050 ft. north of Greenwell Avenue, near the town of Summerland in the unincorporated area of the County of Santa Barbara.

**Project Purpose:** Along this section of Ortega Ridge Road, the existing roadway and embankment have failed and continue to cause loss of roadway width, along with the emergence of large subsidence cracks within the roadway. The area of failure is primarily within the southern (eastbound) side of Ortega Ridge Road, extending into the northern (westbound) side of traffic in the most prominent area of failure. The shoulder has a diminished width, in some places, disappearing entirely. The supporting embankment is overly steepened for the geological material present (1.5H:1V), and continues to experience soil creep that adversely affects traffic safety and usability of the roadway. Several existing utilities are carried within the roadway and shoulder, and will require relocation prior to construction.

This project will reconstruct this section of failing roadway and embankment with a mechanically-stabilized earth retaining wall and lightweight fill materials replacing the failed embankment materials. The replaced embankment materials will be tire-derived aggregate lightweight fill, with several layers of geosynthetic reinforcement that connects to welded wire facing to provide lateral support to the reconstructed embankment.

**Transportation Benefit:** Ortega Ridge Road provides sole access to several residential, municipal and agricultural developments, as well as providing the primary alternative access route to Toro Canyon developments.

**Responsibilities:** County of Santa Barbara will act as the Construction Administrator, and will advertise, award and administer a construction contract to perform the project. Consistent with the CCA, COUNTY hereby designates GHD as the contract administrator for the project's preliminary engineering and construction. The COUNTY, as a subcontractor to GHD, shall perform the tire derived aggregate-related construction tasks associated with the bid items assigned to the COUNTY, as shown in Exhibit B attached to this Agreement. GHD shall reimburse the COUNTY based on CALRECYCLE's approval and the COUNTY's completion of those tasks.

**Anticipated Project Schedule:**

Activity		Projected Completion Date
	Complete Environmental	February 2016
	Approval of Construction Cooperative Agreement Between County and CALRECYCLE (at SB COUNTY Board of Supervisors)	February 2017
	Complete Preliminary Design	March 2017
	Complete Final Design	May 2017
	Complete Utility Coordination	July 2017
	Secure Right of Way and Secure Permitting	July 2017
	Advertise for Construction	October 2017
	Award for Construct	January 2018
	Complete Construction	April 2018

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## **EXHIBIT B**

### **PAYMENT ARRANGEMENTS Reimbursement Upon Completion**

- A. For COUNTY services to be rendered under this Agreement, COUNTY shall be reimbursed a total contract amount, not to exceed \$ **330,800**.
- B. Payment for services and /or reimbursement of costs shall be made upon COUNTY's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A, and EXHIBIT B Bid Items List** as determined by GHD.
- C. Upon completion of work detailed in **EXHIBIT B Bid Items List** COUNTY shall submit to GHD its Reimbursement claim for the service performed. This reimbursement request must cite the specific line item from Exhibit B, Bid Item List, that a reimbursement claim is being requested for, and include a verification statement that the COUNTY has accepted the work and the Bid item has been completed. Only Bid items identified as "CalRecycle" in the Bid Item List will qualify for potential reimbursement. Only one reimbursement claim request per Bid item will be allowed. GHD shall evaluate the quality of the service performed and/or the item(s) delivered and if found to be satisfactory shall initiate payment processing. GHD shall pay invoices or claims for satisfactory work within 75 days of receipt of correct and complete invoices or claims from COUNTY.

EXHIBIT B  
BID ITEMS LIST

ORTEGA RIDGE ROAD SLIDE REPAIR PROJECT  
PROJECT NO. 820672

Revised Date	12/12/2016
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\$257,374.00	SBCO
\$330,800.00	CALRECYCLE

ITEM	PARTIAL or FULL PAY	ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL	COST RESPONSIBILITY
1		120090	CONSTRUCTION AREA SIGNS	LS	1.00	\$5,400.00	\$5,400.00	SBCO
2		120100	TRAFFIC CONTROL SYSTEM	LS	1.00	\$4,000.00	\$4,000.00	SBCO
3		120120	TYPE III BARRICADE (WITH WARNING LIGHTS)	EA	6.00	\$150.00	\$900.00	SBCO
4		128651	PORTABLE CHANGEABLE MESSAGE SIGNS	EA	2.00	\$5,000.00	\$10,000.00	SBCO
5		129000	TEMPORARY RAILING (TYPE K)	LF	100.00	\$30.00	\$3,000.00	SBCO
6		130100	JOB SITE MANAGEMENT	LS	1.00	\$3,000.00	\$3,000.00	CALRECYCLE
7		130200	PREPARE WATER POLLUTION CONTROL PROGRAM	LS	1.00	\$2,500.00	\$2,500.00	CALRECYCLE
8		130680	TEMPORARY SILT FENCE	LF	300.00	\$8.00	\$2,400.00	SBCO
9		141000	TEMPORARY FENCE (TYPE ESA)	LF	250.00	\$8.00	\$2,000.00	SBCO
10		150608	REMOVE CHAIN LINK FENCE	LF	250.00	\$4.00	\$1,000.00	SBCO
11		150740	REMOVE SIGN	EA	11.00	\$80.00	\$880.00	SBCO
12		150776	REMOVE DRAINAGE FACILITY	EA	2.00	\$2,500.00	\$5,000.00	CALRECYCLE
13		150860	REMOVE BASE AND SURFACING	SY	550.00	\$5.00	\$2,750.00	CALRECYCLE
14		151224	REMOVE DELINEATOR	EA	15.00	\$20.00	\$300.00	SBCO
15		160102	CLEARING & GRUBBING	LS	1.00	\$5,000.00	\$5,000.00	CALRECYCLE
16		190101	ROADWAY EXCAVATION	CY	3200.00	\$35.00	\$112,000.00	CALRECYCLE
17		198010	IMPORT BORROW	CY	800.00	\$25.00	\$20,000.00	CALRECYCLE
18		198012	IMPORT BORROW (TIRE-DERIVED AGGREGATE)	TON	1350.00	\$55.00	\$74,250.00	SBCO
19		198209	SUBGRADE ENHANCEMENT GEOTEXTILE, CLASS B2	SY	800.00	\$2.50	\$2,000.00	CALRECYCLE
20	P	198250	GEOSYNTHETIC REINFORCEMENT (UNIAXIAL)	SF	21000.00	\$1.00	\$21,000.00	CALRECYCLE
21		198250	GEOSYNTHETIC REINFORCEMENT (BIAXIAL)	SF	50000.00	\$1.25	\$62,500.00	CALRECYCLE
22		204035	PLANT (GROUP A)	EA	10.00	\$100.00	\$1,000.00	SBCO
23		204099	PLANT ESTABLISHMENT WORK	LS	1.00	\$6,000.00	\$6,000.00	SBCO
24		208923	TEMPORARY IRRIGATION SYSTEM	LS	1.00	\$2,000.00	\$2,000.00	SBCO
25		210260	ROLLED EROSION CONTROL PRODUCT (JUTE MESH)	SY	2000.00	\$2.00	\$4,000.00	SBCO
26		210600	COMPOST (2" THICK)	SF	400.00	\$3.00	\$1,200.00	SBCO
27		220101	FINISHING ROADWAY	LS	1.00	\$3,000.00	\$3,000.00	SBCO
28		260203	CLASS 2 AGGREGATE BASE	CY	122.00	\$125.00	\$15,250.00	SBCO
29		28329	FILTER FABRIC (CLASS C)	SY	1050.00	\$1.00	\$1,050.00	CALRECYCLE
30		390132	HOT MIX ASPHALT (TYPE A)	TON	64.00	\$200.00	\$12,800.00	SBCO
31		394073	PLACE HOT MIX ASPALT DIKE (TYPE A)	LF	200.00	\$30.00	\$6,000.00	SBCO
32		394090	PLACE HOT MIX ASPALT DIKE (MISCELLANEOUS AREA)	SY	1000.00	\$15.00	\$15,000.00	SBCO
33		680285	4" PLASTIC PIPE UNDERDRAIN	LF	100.00	\$30.00	\$3,000.00	CALRECYCLE
34	F	682022	CLASS 1 PERMEABLE MATERIAL (TYPE B)	CY	10.00	\$150.00	\$1,500.00	CALRECYCLE
35	P	721026	ROCK SLOPE PROTECTION (NO. 1, METHOD B)	CY	10.00	\$250.00	\$2,500.00	SBCO
36		722020	GABION (TENSAR SIERRASCAPE MSE RETAINING WALL)	EA	120.00	\$600.00	\$72,000.00	CALRECYCLE
37		800103	TEMPORARY FENCE (TYPE CL-6)	LF	100.00	\$30.00	\$3,000.00	SBCO

ITEM	PARTIAL or FULL PAY	ITEM CODE	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	TOTAL	COST RESPONSIBILITY
38		800360	CHAIN LINK FENCE (TYPE CL-6)	LF	250.00	\$45.00	\$11,250.00	SBCO
39		820132	OBJECT MARKER (TYPE L)	EA	3.00	\$100.00	\$300.00	SBCO
40		820134	OBJECT MARKER (TYPE P)	EA	4.00	\$100.00	\$400.00	SBCO
41	P-F	839521	CABLE RAILING (POWDER COATED)	LF	150.00	\$60.00	\$9,000.00	SBCO
42		840656	PAINT TRAFFIC STRIPE (2-COAT)	LF	250.00	\$3.00	\$750.00	SBCO
43		869999	DATALOGGER SYSTEM	LS	1.00	\$15,000.00	\$15,000.00	CALRECYCLE
<b>CONSTRUCTION ESTIMATED TOTAL</b>							<b>\$525,880.00</b>	
S-3		066070	SUPPLEMENTAL WORK (MAINTAIN TRAFFIC)	LS	1.00	\$5,000.00	\$5,000.00	SBCO
S-4		066595	SUPPLEMENTAL WORK (WATER POLLUTION CONTROL MAINTENANCE SHARING)	LS	1.00	\$3,000.00	\$3,000.00	SBCO
S-5		066596	SUPPLEMENTAL WORK (ADDITIONAL WATER POLLUTION CONTROL)	LS	1.00	\$10,000.00	\$10,000.00	SBCO
S-7		066680	SUPPLEMENTAL WORK (COMPENSATION ADJUSTMENT FOR PRICE INDEX FLUCTUATIONS OF PAVING ASPHALT)	LS	1.00	\$2,000.00	\$2,000.00	SBCO
<b>CONTRACT ESTIMATED TOTAL</b>							<b>\$545,880.00</b>	
<b>ESTIMATE SUMMARY</b>								
CONSTRUCTION ESTIMATE							525,880.00	
SUPPLEMENTAL WORK							20,000.00	SBCO
CONTINGENCY (10%, Not to Exceed \$25,000) +5% of the difference between \$250,000 & the bid amount.							39,794.00	SBCO
<b>PROJECT TOTAL</b>							<b>\$585,674.00</b>	
<b>FOR BUDGET PURPOSES - SAY</b>							<b>\$590,000.00</b>	