

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 Vanir Construction Management, Inc. with an address at 4540 Duckhorn Drive, Ste. 300, Sacramento, CA 95834 (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

Celeste Manolas at phone number 805-568-2622 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jerry Avalos at phone number 916-575-8888 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

Celeste Manolas, cmanolas@countyofsb.org
Capital Projects Manager,
General Services Support Services
1105 Santa Barbara St.,
Santa Barbara, CA 93101

To CONTRACTOR:

Guy Mehula, guy.mehula@vanir.com
President, Vanir Construction Management, Inc.
4540 Duckhorn Dr., Ste. 300
Sacramento, CA 95834

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on December 5, 2017 and end performance upon completion, but no later than June 30, 2018 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid

taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

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

20. SECTION HEADINGS

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with the firms identified in Exhibit A- Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by subcontractors. CONTRACTOR shall secure from all subcontractors all rights for COUNTY in this agreement, including audit rights. CONTRACTOR shall ensure subcontractors' compliance with California Labor Code, including but not limited to the payment of prevailing wage when required.

34. IMMATERIAL CHANGES

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

35. CONFIDENTIALITY

During the pendency of this contract, the County may require the CONTRACTOR's experience, knowledge and familiarity with the Americans with Disabilities Act ("ADA") and jail construction reforms to assist and advise the Office of County Counsel with ongoing litigation, threatened litigation and other legal advice involving the scope of work described in Exhibit A. Any activity involving work directed by the Office of the County Counsel shall be confidential and subject to all applicable privileges.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Vanir Construction Management, Inc.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Joan Hartmann, Chair
Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

General Services

CONTRACTOR:

Vanir Construction Management, Inc.
Joseph A. Mehula, President

By: 
Department Head

By: 
Authorized Representative

Name: JOSEPH MEHULA

Title: PRESIDENT


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Risk Management


By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

The following documents are incorporated by reference and shall constitute the Statement of Work for this contract.

Exhibit A-1, CONTRACTOR'S Proposal

Exhibit A-2, COUNTY'S Request for Proposal

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

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EXHIBIT A – 1

CONTRACTOR'S PROPOSAL



Construction Management, Inc.

4540 Duckhorn Drive / Suite 300
Sacramento, CA 95834
TEL 916-575-8888
FAX 916-575-8887
www.vanir.com

Janette D. Pell
Director of General Services
County of Santa Barbara General Services
105 E. Anapamu Street
Santa Barbara, CA 93101

Dear Ms. Pell,

Over the years, many studies have been ordered by the County pertaining to the Santa Barbara County Main Jail. Due to the recent Grand Jury Report, ADA lawsuit, and Court imposed limitations on jail capacity an urgent and comprehensive response is of paramount importance. Vanir Construction Management understands the crucial nature of rapid compliance to these issues and we are pleased to submit the following Implementation Plan proposal for your review and approval.

Current Knowledge and Research

With more County criminal justice experience than any other construction management firm in California, we understand the philosophies, codes and regulations that affect these types of buildings. The standards have changed over the years and Vanir has tracked those changes affecting justice facilities, including California Building Codes, Fire Codes, ADA, and "evidence-based planning and best practices". Vanir team members have worked for and with the BSCC, and know the culture of the agency and concerns regarding adult corrections first-hand. With an ADA specialist on our team, we are prepared to take a deep look at the deficiencies currently facing your justice system facilities.

In a concerted effort to provide an analytical and logical proposal response, Vanir staff have reviewed the following Santa Barbara documents pertaining to studies and analysis of the jail facilities and property:

- *Court Orders Pertaining to the Main Jail Overcrowding (1988-2005)*
- *New Jail Planning Study (2005)*
- *Final Report and Recommendations – Jail Overcrowding (2008)*
- *Countywide Condition Assessment (2014)*
- *Jail Staffing and Operating Cost Analysis (2015)*
- *Property Condition Assessment – County Detention Center (2015)*
- *Grand Jury Report (Outdated and Inefficient Facility) (2016-2017)*
- *ADA Study – Vanir (2016-2017)*

Implementation Scenarios and Deliverables

Based on the findings of previous studies undertaken by the County, it is obvious that there is no single discernible direction to remedy the issues and conditions at the Main Jail. Our proposed Implementation Plan approach is to compile all previous studies and analyses and condense them into a step-by-step best value plan that addresses the conditions and deficiencies at the Main Jail. This plan will focus on the following three scenarios:



1. Repairs or Alterations Only: Repair all inadequacies related to court orders, overcrowding, and condition assessments as reported in the previous studies.
2. Repairs and Remodeling: Address all inadequacies reported in the previous studies through repairs, remodeling, and replacement.
3. Partial Repairs and New Facility Construction: Abandon in-place portions of the facilities where repairs are too costly, and rebuild where feasible.

The Vanir team will provide the County with a detailed plan to address repairs, remodels, replacement, or abandonment of the deficiencies at the Main Jail, including the pros and cons of each option above. Construction phasing may be considered as part of the plan. We will work closely with County staff within a six-month timeframe to perform an in-depth review of all pertinent documents and deliver a comprehensive proposal that includes each of the following:

- Method of Contracting: Determine best value - design-build, JOC, design-bid-build, and purchase order.
- Bid Packaging: Determine package elements, what makes the most economy-based sense, bid climate, priority, and duration.
- Swing Space: Determine alternate temporary housing during alteration in inmate areas.
- Priority: Determine immediate, short term, and long term priorities based on urgency of deficiency to be corrected.
- Scheduling: Prepare a detailed timeline for all recommendations to be implemented.
- Cost Estimate: Provide a reliable cost estimate for County use when appropriating funding for each recommendation to be implemented. Estimate to include labor and materials, demolition, escalation, contingencies, market factor, and security staff.
- Cash Flow: Prepare a detailed cost applied timeline depicting County budget cycles including when and how much funding is required for each fiscal year.
- Security Staff: Produce an estimate of the additional staffing required for escorts, tool checks, labor background checks, and inmate movement.
- Code Analysis: Determine if any code updates are needed because of the repair, replacement, or alteration of the recommendation, and adjust scope and cost to reflect code updates.

Key Personnel and Project Responsibility

Vanir has assembled a highly qualified and experienced team of county jail consultants. The project consultants will work under the overall direction of Mr. Jim Aboytes. Our principal consultants have a broad range of demonstrated technical and administrative experience performing jail project management functions, from the earliest planning to the post-occupancy evaluation phases of county criminal justice projects. They have first-hand knowledge and experience in areas involving (1) jail facility management and operations, (2) jail research and planning, (3) facility master planning, (4) program development, (5) project tasks and management control methods, (6) staffing, scheduling, allocation, budget control, and documentation techniques, (7) contract negotiation procedures and practices, and (8) design and construction process. They also have working knowledge of building codes and operational standards for adult correctional facilities.

Their capability is further augmented by their depth of experience carrying out research tasks and data



analysis that involve (1) jail needs assessment updates, (2) identification of correctional and facility problems, (3) detention population profiles, (4) inmate classification and security, (5) profiles of existing facility programs, (6) documentation of trends and projection of workload volumes, (7) evaluation of incarceration alternatives, and (8) facility capacity, program and staffing projections.

The range of their experience is representative of every type of criminal justice agency and the role each plays within the adult criminal justice process. Expertise is associated with police / sheriff's operations, detention facility operations, criminal / civil adjudication processes, and probation / parole agencies. Our principal consultants also have directed correctional agency consulting assignments involving staffing analysis and workload standards, facility needs assessments, profiling institutional operations, custody policy / procedure development and implementation, and cross functional analysis by institution. Our consultants also have first-hand knowledge and recent experience documenting and reporting on the impact, for example, of the AB 109 Public Safety Realignment Act impact on county jail pretrial and sentenced facilities in urban, medium, and small rural counties and Prop 47. Our teams experience is representative of the following:

Vanir's Principal Staff and Consultant Team Criminal Justice Experience

- Criminal Justice System expertise involving law enforcement, corrections, and courts.
- Experienced adult and juvenile justice system researchers, planners and architectural programmers.
- Completed over 100 justice projects responding to management and operations issues, jail overcrowding, alternative sanctions, facility planning, project administration, financing, and construction administration for police, corrections, and court agencies.
- Worked with California county sheriff's departments to program, design and construct cost-effective new generation jail facilities.
- Developed and published Policy and Procedures Operational Manuals for minimum, medium, and maximum security detention facilities.
- Principal consultants to the Board of State and Community Corrections (formally Board of Corrections) for the development of a construction cost control system for California jails.
- Reviewed 79 California jail facilities for cost-effective design, totaling 30,000 cell/beds involving \$2.2 billion in project and construction costs.

The individuals chosen for this project were selected for their unique attributes and their collaborative history of conducting these types of plans. The Vanir team will include:

- **Mr. Jerry Avalos**, (*Area Manager*), will lead the Vanir team and ensure a thorough review and plan delivery to the County.
- **Mr. Jim Aboytes**, (*Project Director / Jail Expert*), brings 40-years' experience in all aspects of programming and managing jail and detention projects, assuring all facets of project activities are delivered to County expectations. He was the principal consultant to the California State Board of Corrections (BSCC) working with 38 counties in cost / design review of \$1.5 billion in State bond



funds. He will lead and facilitate all technical data, designs, quantitative and qualitative specifications, including scheduling, budget and fiscal analysis.

- **Mr. Stuart Buck, AIA** (*Lead Architect / Jail Expert*), will prepare facility options and building / site layouts / utilization based on criteria established by the County and derived through the research and programming process.
- **Mr. Dave King, AIA, Casp** (*Jail and ADA Specialist*), will assist in evaluating the physical plant and grounds to the latest ADA standards.
- **Ms. Shannon Anderson**, (*Assistant Project Manager / Jail Specialist*), will work closely with the County and gather all previous information and new technical documents prepared by the team, and prepare a draft and final plan for County approval.
- **Mr. Ben Sabati**, (*Justice Estimator*), will prepare facility cost estimates based on the options and design scenarios presented in the rehabilitation plan.

In addition to the Vanir staff listed above, our team will include two essential consultants that will assist in preparing the Implementation Plan for the County. Vanir has worked closely with these firms for many years and we know they deliver a best value approach to solutions.

- **AVS Engineers** - With offices in Los Angeles and the Bay Area, AVS Engineers will address security and electrical needs by reviewing available reports, generating remodel alternatives or solutions to correct deficiencies, and prepare the Needs Assessment Implementation Documents of the Electrical, Security Electronics and Low Voltage systems for the Main Jail.
- **Capital Engineering Consultants, Inc.** – With offices in Rancho Cordova and Long Beach with specialties in correctional facilities, Capital Engineering Consultants, Inc. will serve as the mechanical, plumbing and energy specialists for the project.
- **CYS Engineers** - With offices in Sacramento and San Luis Obispo, CYS Engineers has already visited the jail site. They will assist the Vanir team with reviewing any structural deficiencies.

Fee Proposal

Our approach is to “right-size” our services to best serve you and ensure a successful project. The first step is to identify the most effective Scope of Work and to negotiate a reasonable fee to complete that work. We have always succeeded in reaching an agreement with our clients, and pride ourselves on the number of repeat clients requesting our services.

Our Cost Proposal and Scope of Work are included in Exhibits A and B. We propose that our compensation for the services outlined in the Scope of Work be billed on a fixed fee basis, with a total fee of \$215,057, including estimated reimbursable expenses. Our fee proposal incorporates all economies, and assumes that the above services will be completed six months from the contract date.

As a well-established justice planning and delivery firm with over 25 years of continued service with the courts, local law enforcement, probation, state, and federal justice agencies, we are prepared to provide you, our client, the “best practices” of the industry. We bring the most qualified people to respond to your justice project and promise to provide you with the best advice, the best quality, and best service.

Thank you for providing us the opportunity to present our Implementation Plan proposal. Our proposed



team is available to start your project immediately. We are greatly looking forward to being of service to Santa Barbara County.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Avalos", with a large, stylized loop at the end.

For:
Jerry Avalos, Area Manager
Vanir Construction Management, Inc.

EXHIBIT A

Santa Barbara Main Jail

Implementation Plan Scope of Work Matrix

Task I - Drawings										
Total Cost: \$4,341	AVS	CCE	CYS	AM	PD	A/E	Arch/ADA	APM	Est	
Gather accurate drawings and prepare base architectural sheets	x	x	x							
Review record documents and as-built drawings	x	x	x							
Task II - Data Collection and Assessment										
Total Cost: \$6,512	AVS	CCE	CYS	AM	PD	A/E	Arch/ADA	APM	Est	
Assemble condition assessment data	x	x	x					x		
Review available assessment reports previously prepared by others	x	x	x		x	x	x	x		
Review conceptual instructions from Vanir for the three options	x	x	x							
Task III - Onsite Visits & Findings										
Total Cost: \$43,411	AVS	CCE	CYS	AM	PD	A/E	Arch/ADA	APM	Est	
Make at least one site visit to visually observe the existing conditions	x	x	x	x	x	x				
Attend a 2-3 day site investigation trip and perform visual documentation	x	x	x							
Using a Tier I analysis (CBC Chapter 34), evaluate the existing building structure			x							
Meet to discuss results of Tier 1 existing building structure analysis			x		x	x	x			
Submit report of Tier 1 structure analysis findings			x							
Interview with and collect inputs and requirements from County and Facility	x	x	x							
Meet with staff at Main Jail and record site / building survey & evaluation information	x	x	x		x	x	x	x		
Discuss program requirements	x	x	x		x	x	x	x		
Task IV - Structural & Code Review										
Total Cost: \$32,559	AVS	CCE	CYS	AM	PD	A/E	Arch/ADA	Staff	Est	
Perform global seismic assessment of four buildings at Main Jail complex to determine the vulnerability of each building	x	x	x			x	x			
Comment on issues of major weaknesses and suitability of continued use of buildings at Main Jail complex	x	x	x			x	x			
Strategize amount of non-structural work that could be done without triggering a Code-required seismic strengthening			x				x			
Attend design coordination meetings	x			x	x	x	x			
Task V - HVAC, Electrical, & Mechanical Code Review										
Total Cost: \$54,264	AVS	CCE	CYS	AM	PD	A/E	Arch/ADA	Staff	Est	
Provide needs assessment documentation, conceptual implementation, and cost analysis for three proposed options covering full electrical, low-voltage, fire alarm, and security systems, HVAC and plumbing.	x	x			x				x	
Prepare fee proposal for full electrical (power and lighting), fire alarm, telecom (voice and data), and security electronics <small>* Proposal will not include two-way radio or detention/builder hardware. Cost review of security electronics will be included.</small>	x									
Primary construction cost estimation, especially for electrical, fire alarm and telecom	x					x	x	x	x	
Review the construction cost estimate on electrical, fire alarm, telecom, low-voltage systems, HVAC, and plumbing prepared by Vanir for all three options	x	x								
Primary cost estimator for security electronics	x									
Cost reviewer for security electronics	x							x	x	
Prepare probable construction cost opinions on security electronics, HVAC, and plumbing for all three options	x	x	x		x	x				
Deliver narratives and schedules with conceptual drawings as needed	x	x	x			x	x			

EXHIBIT A

Santa Barbara Main Jail

Implementation Plan Scope of Work Matrix

Task VI - Option Narratives Total Cost: \$32,557	AVS	CCE	CYS	AM	PD	A/E	Arch/ADA	Staff	Est
Analyze the three options and provide conceptual design in form of narratives, schedules and diagrams to be included in the Implementation Plan Report	x	x	x	x	x	x	x	x	x
Task VII - County Response to Implementation Plan Total Cost: \$32,557	AVS	CCE	CYS	AM	PD	A/E	Arch/ADA	Staff	Est
Review comments from the first draft of Implementation Plan Documents	x	x	x		x	x	x	x	x
Make a follow-up site investigation trip of 1-2 days to collect additional data	x	x	x						
Update and re-submit the conceptual design for all three options accordingly	x	x	x			x	x	x	
Review/update the construction cost estimate for all three options	x	x	x					x	x
Task VIII - Final Implementation Plan Total Cost: \$10,856	AVS	CCE	CYS	AM	PD	A/E	Arch/ADA	Staff	Est
Review comments from the pre-final Implementation Plan Documents	x	x	x	x	x	x	x	x	
Attend design coordination conference call	x	x	x	x	x	x	x	x	
Update and re-submit the conceptual design for all three options accordingly	x	x	x		x	x	x		
Review/update the construction cost estimate for all three options	x	x	x		x	x	x	x	x

EXHIBIT B

Santa Barbara Main Jail Implementation Plan Fee Proposal

Santa Barbara County Main Jail Implementation Plan Fee Proposal			
Vanir Staff	Hours	Rate	Amount
Area Manager / Avalos	30	\$200	\$6,000
Jail Expert / Aboytes	90	\$165	\$14,850
Lead Architect / Buck	90	\$190	\$17,100
ADA Specialist / King	60	\$180	\$10,800
Justice Specialist / Anderson	80	\$100	\$8,000
Cost Estimator / Sabati	119	\$150	\$17,850
Report Prep (Full Team)	180	\$180	\$32,557
AVS Engineers (Consultants)	Lump Sum Fee		\$40,000
Capital Engineering Consultants	Lump Sum Fee		\$24,000
CYS Structural Engineers (Consultants)	Lump Sum Fee		\$28,900
Totals			\$200,057
Estimated Reimbursible Expenses (travel, meals, auto, printing)			\$15,000
Total Fee Plus Expenses			\$215,057

EXHIBIT A – 2

COUNTY'S REQUEST FOR PROPOSAL

County of Santa Barbara
General Services Department
1105 Santa Barbara Street
Santa Barbara, CA 93101



Capital Projects Division

REQUEST FOR PROPOSAL

TO PROVIDE

Master Planning and Related Services

FOR

Main Jail Upgrades Implementation Plan

County of Santa Barbara

Section I. INTRODUCTION

The County of Santa Barbara ("County") requests a proposal to provide design and construction master planning services for County's Main Jail Upgrade Master Plan Jail Upgrades Implementation Plan ("Project"). The project is an existing County Jail facility in Santa Barbara, California, described below.

Section II. BACKGROUND and PROJECT DESCRIPTION

- A. The Santa Barbara County Sheriff's Department Main Jail is located on the side of a small hill at 4436 Calle Real, Santa Barbara, California 93110, and is situated in a series of buildings at the Sheriff's Office Complex. The Sheriff's Administrative Building is located on the south side of the complex, and is separated from the jail by a common parking lot. The Main Jail's "core" was originally constructed in 1971 as a full service jail that included booking, a kitchen, laundry, visiting, and other functional use areas necessary for jail operations. Living units (new cells and control room) were added in 1988, which is known as "Northwest." In 1992, the new IRC, "Inmate Reception Center" consisting of a new booking/release area, holding cells, and living units was added to the Main Jail. In 1999, fourteen additional "violent offender" cells and two small exercise yards were added to the complex. In addition to this incremental addition of beds, a large portion of a basement area of the Main Jail (originally designed as both storage and training space) was converted to dorm

units to originally house inmate workers and now houses general population inmates, protective custody inmates, or inmates assigned to the Sheriff's transition program (STP).

- B. In September of 2013, the County produced an updated Jail Needs Assessment Study as part of a proposal under the Board of State and Community Corrections (BSCC) SB1022 program, which is the starting point for updating the needs and developing the methodology by which to execute the master plan. While the County does not anticipate any expansion of existing beds to fulfill projected needs, the revised projections should be factored into the timing, phasing, and any temporary facilities/relocation of inmates among the various housing units and jail facilities, inclusive of the new Northern Branch Jail anticipated to be operational in 2019. Consultant will be provided copies of this, as well as pertinent sections of the Jorgensen Report and Max Ocubo Reports as they contain facilities condition analyses.
- C. The project delivery system for the build-out of the master planned projects is TBD, with Design Build, Job Order Contracting, and Design Bid Build the most probable options. The selected consultants may or may not be selected to participate in the design of the individual projects depending on performance, proposed project delivery method, or conflicts of interest in the event the consultants anticipate consideration as members of any proposed design build entities.
- D. The firm awarded a service contract will report and be accountable to the General Services Capital Projects Manager (PM).
- E. **Scope Of Requested Services** -The County of Santa Barbara seeks a qualified planning or design firm to prepare a Comprehensive Jail Implementation Plan. This study will provide a road map for facilities renovations for the next 10 years. The study will focus on analysis and prioritization of existing facilities' needs, and will include an implementation plan with cost budgets for renovating existing facilities in phases in order to meet the mission of the Sheriff's Department. It is anticipated that the PSA between County and the Architect/Engineer ultimately selected will contain, but not be limited to, the following scope of work:
 - a. Review of existing conditions, including but not limited to, facilities condition assessments, needs assessments, utility studies, Facilities Maintenance data, project planning documents, ADA assessments, code/life safety reports and assessments including detention facility code deficiencies.
 - b. Provide recommendations on supplementary studies and assessments as may be necessary to complete the study.
 - c. Review the jail bed Needs Assessment in light of legislation and other operational changes in order to assist the County with phasing projects and determining the impacts and feasibility of relocating inmates. This review shall include the new Northern Branch Jail in Santa Maria which will provide additional beds to supplement those at the existing facilities, which could potentially facilitate surge space during construction.

- d. Meet with stakeholders including Sheriff's Jail operations, General Services Facilities Maintenance, and other internal and external entities (potentially BSCC) involved in the Jail oversight in order to collect pertinent data and input on existing deficiencies, planning efforts to date towards rehabilitation project planning, prioritization, work already completed, and work contemplated in the near term.
 - e. Present the County with master plan options for discussion and input
 - f. As part of the master planning process, integrate energy reduction and the County's Energy Efficiency Standards such that they may be prioritized in project planning and implementation.
 - g. Provide graphic and written documents, drawings, graphs, or other deliverables to clearly communicate the project to the County
 - h. Identify feasible projects and package into phases
 - i. Identify, prioritize, and provide budgetary information for phased projects as outlined in the implementation plan.
 - j. Coordinate with needs assessment projections and new beds at the NBJ to evaluate and develop implementation strategies for phased projects.
 - k. Provide creative solutions to communicating the plan to County entities including the Sheriff's Department, General Services, Board of Supervisors, BSCC, etc.
 - l. Assist the County with assessing and selecting project delivery methods for implementation.
 - m. Provide additional services upon request, and depending on the project delivery methods, in order to produce design build bridging documents, JOC scopes of work, and other means envisioned for executing the implementation plan.
- F. The selected AE will interface with various County stakeholders, including but not limited to the Sheriff's Office, consultants, and other agencies as required to integrate ideas and feedback, and ensure the County's plans, and specifications focus on projects which meets its current and future needs.
- G. The selected AE will be asked to provide a list of design team members and consultants that will be included in its Proposal to be submitted to County. The PSA will include resumes of design team members and key personnel, in addition to a staffing plan.
- H. All Local, County, State, and Federal codes and regulations must be followed, including all applicable Building Codes, Life Safety Codes, and the provisions of the Americans with Disabilities Act.
- I. Successful Respondents to this RFQ will be asked to provide proposals for full architectural and engineering services to be described in further detail in an RFP.

Section III. MINIMUM QUALIFICATIONS

- A. To be considered for the project, the firm must meet the following minimum requirements:
1. Firm has successfully developed master plans for similar facilities within the past 10 years, each being projects involving renovation master plans with at least one public facility and one facility with a housing component. Examples of similar facilities would include detention facilities, universities, and hospitals. The County reserves the right to review consultant submissions for consideration of additional facility types which would qualify as similar.
 2. Firm is available to begin working on this project within 2 weeks after award of the PSA, and until final implementation plan approval. AE staff assigned to provide primary services shall remain until completion of the project as determined by County, unless a substitute employee or subcontractor is specifically approved in writing.
 3. Firm demonstrates ability to provide all of the professional services outlined in the scope with a high record of success.

Section IV. GENERAL COUNTY REQUIREMENTS AND INFORMATION

- A. **Brief Description of the Capital Projects Organization:** County's Capital Projects Division is responsible for developing and executing projects including new construction, remodeling, upgrading, expanding, and modifying various County-owned and operated facilities. Capital Projects manages and administers capital improvement projects utilizing in-house Project Managers and Inspectors. For this project, the Capital Projects Project Manager works on behalf, and serves the interest of County, including the Sheriff's Department.
- B. **Insurance Coverage:** The selected Consultant will be required to maintain the insurance coverage set forth in the PSA. The basic requirements are as follows:
1. Workers' Compensation/Employers Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with one million dollar (\$1,000,000) limits covering all persons including volunteers providing services on behalf of CONTRACTOR and all risks to such persons under this Agreement.
 - a. If CONTRACTOR has no employees, it may certify or warrant to COUNTY that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

- b. With respect to CONTRACTORS that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.
- 2. Commercial/General Liability Insurance – CONTRACTOR shall carry General Liability Insurance on an "occurrence" basis, covering all operations performed by or on behalf of CONTRACTOR providing coverage for bodily injury and property damage, including products and completed operations, with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate.
- 3. Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.
 - a. If CONTRACTOR owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.
- 4. Professional Liability Insurance – CONTRACTOR shall carry Professional Liability Insurance with limits of not less than ten million (\$5,000,000) per claim or occurrence and ten million (\$5,000,000) aggregate limits.
 - a. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of three (3) years after contract completion.
- 5. Umbrella/Excess Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability. An Additional Insured Endorsement shall be provided on the Umbrella policy as it relates to the primary policies requiring an Additional Insured Endorsement.

Section VII. ATTACHMENTS

- A. Location Map
- B. Site Plan

Santa Barbara County Jail Location Map



Site Plan

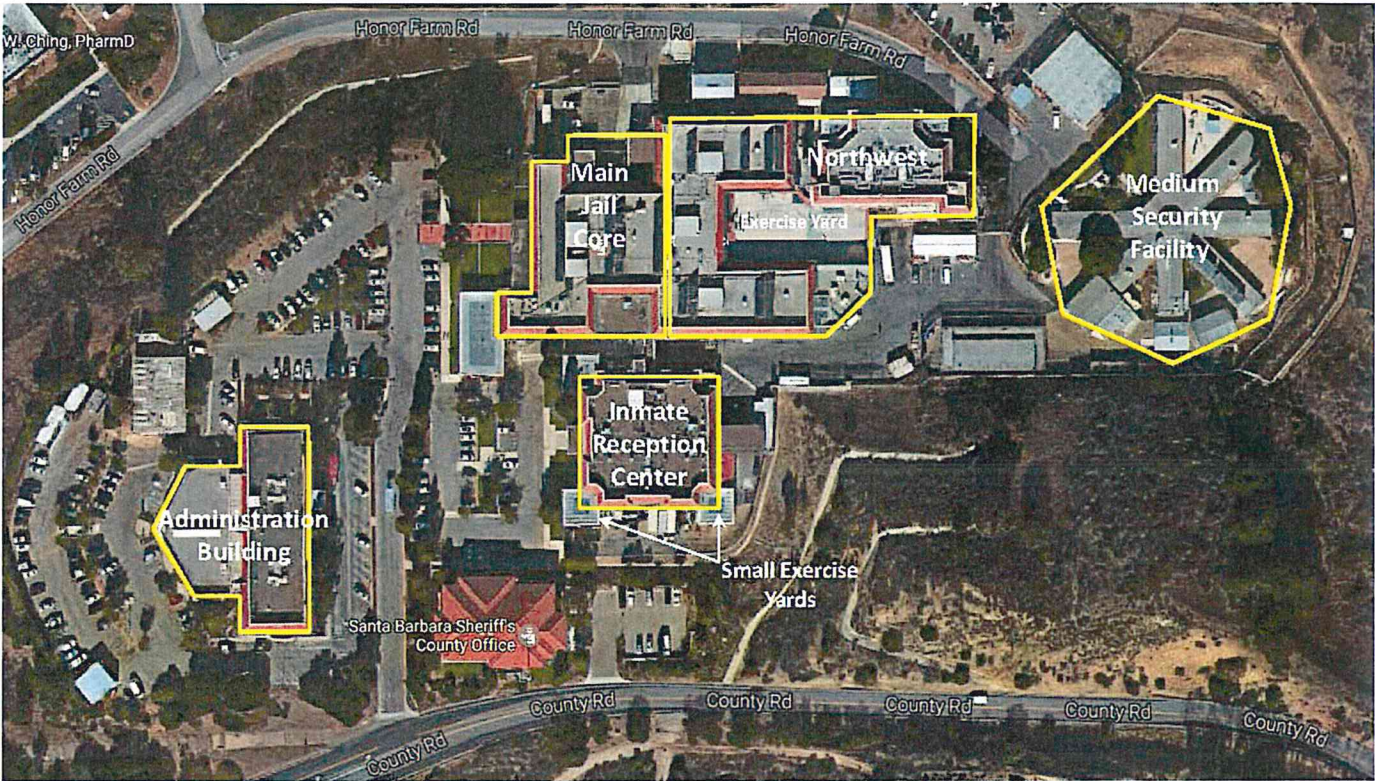


EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ **215,000.00**, and if authorized by the COUNTY in accordance with section B herein up to an additional \$21,500 including reimbursements, for a total contract amount up to and not to exceed \$236,500.00.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement. The total amount of this contingency fund is up to but may not exceed \$21,500.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A-1** as determined by COUNTY.
- D. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for the service performed over the period specified, clearly identifying the tasks performed including the percentage complete of each task correlated to the Scope of Work Matrix. These invoices must reference the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure

to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - 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.