AGREEMENT
Harmon Field Low Temperature Desorption Soil Remediation Project

I. INTRODUCTION

THIS AGREEMENT is entered into as of _____, between the COUNTY OF TULARE, referred to as COUNTY, and ARCADIS U.S. Inc., referred to as CONTRACTOR, with reference to the following:

II. RECITALS

A. ARCADIS US Inc. is providing the Engineering Support, Construction Oversight, and the Final Report to the DTSC for the Harmon Field Low Temperature Thermal Desorption Remediation Project, in accordance with the Cal EPA Department of Toxic Substance Control (DTSC) approved Remedial Design Implementation Plan dated March 2012.

B. This agreement includes services performed by ARCADIS US Inc. from and including August 2014 to present.

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. **TERM**: This Agreement shall become effective as of August 1, 2014 and shall expire upon the Board of Supervisors formally accepting the project as complete by Resolution unless otherwise terminated as provided in this Agreement.

2. **SERVICES TO BE PERFORMED**: See attached **EXHIBIT A**

3. **PAYMENT FOR SERVICES**: See attached **EXHIBIT B**.

IV. GENERAL TERMS

4. **INDEPENDENT CONTRACTOR STATUS:**

(a) This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of COUNTY.

(b) CONTRACTOR agrees to advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of COUNTY. Subject to any

performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and COUNTY shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, COUNTY will not:

1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
2. Make state or federal unemployment insurance contributions on CONTRACTOR'S behalf.
3. Withhold state or federal income tax from payments to CONTRACTOR.
4. Make disability insurance contributions on behalf of CONTRACTOR.
5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

(c) Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

5. **COMPLIANCE WITH LAW**: CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

6. **GOVERNING LAW**: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in Tulare County, California.

7. **RECORDS AND AUDIT**: CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available within Tulare County to the Auditor of Tulare County and to his agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.

8. **CONFLICT OF INTEREST**:

(a) CONTRACTOR agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/contractor participates in or influences any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

(b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of this question.

9. **INSURANCE**: Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the Clerk of the Board of Supervisors evidence of insurance as set forth in **Exhibit C** attached, which outlines the minimum scope, specifications, and limits of insurance required under this Agreement. Additional insured endorsements required as outlined in **Exhibit C** shall not be used to reduce limits available to COUNTY as an additional insured from CONTRACTOR's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this Agreement or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this Agreement.

10. **INDEMNIFICATION**: CONTRACTOR shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property, arising from, or in connection with, the performance by CONTRACTOR or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against COUNTY alleging civil rights violations by CONTRACTOR under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on COUNTY for CONTRACTORS failure to provide form DE-542,

when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

11. **TERMINATION**:

(a) Without Cause: County will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. County will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

(b) With Cause: This Agreement may be terminated by either party should the other party:

(1) be adjudged a bankrupt, or
(2) become insolvent or have a receiver appointed, or
(3) make a general assignment for the benefit of creditors, or
(4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
(5) materially breach this Agreement.

In addition, COUNTY may terminate this Agreement based on:

(6) material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to COUNTY's retention of CONTRACTOR, or
(7) other misconduct or circumstances which, in the sole discretion of the COUNTY, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the COUNTY to an unreasonable risk of liability.

County will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of

any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. County will not pay lost anticipated profits or other economic loss, nor will the County pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the County. Sanctions taken will be possible rejection of future proposals based on specific causes of non performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the County, said termination will not affect any rights of the County to recover damages against the CONTRACTOR.

(d) Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

12. **LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the COUNTY, that the COUNTY shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

13. **FORM DE-542**: If CONTRACTOR is an individual, CONTRACTOR acknowledges that this Agreement is subject to filing obligations pursuant to Unemployment Insurance Code Section 1088.8. Accordingly, COUNTY has an obligation to file a report with the Employment Development Department, which report will include the CONTRACTOR's full name, social security number, address, the date this contract was executed, the total amount of the contract, the contract's expiration date or whether it is ongoing. CONTRACTOR agrees to cooperate with COUNTY to make such information available and to complete Form DE- 542. Failure to provide the required information may, at COUNTY's option, prevent approval of this Agreement, or be grounds for termination by COUNTY.

14. **NOTICES**:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:	**With A Copy To:**
Phone No.: 559.636.5300 **Fax No.:_559.713.3061**	**Capital Projects and Facilities** **5953 S Mooney Blvd** **Visalia, CA 93277**
CONTRACTOR:	
Phone No.:510.652.4500 **Fax No.: 510.652.4906**	ARCADIS U.S., Inc. **2000 Powell Street, 7th Floor** **Emeryville, CA 94608**

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

15. **ASSIGNMENT/SUBCONTRACTING**: Unless otherwise provided in this Agreement, COUNTY is relying on the personal skill, expertise, training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of COUNTY.

16. **DISPUTE RESOLUTION**: If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

17. **FURTHER ASSURANCES**: Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

18. **CONSTRUCTION**: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

19. **HEADINGS**: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

20. **NO THIRD-PARTY BENEFICIARIES INTENDED**: Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

21. **WAIVERS**: The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

22. **EXHIBITS AND RECITALS**: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

23. **CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY**: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.

24. **ENTIRE AGREEMENT REPRESENTED**: This Agreement represents the entire agreement between CONTRACTOR and COUNTY as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

25. **ASSURANCES OF NON-DISCRIMINATION**: CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

(a) It is recognized that both the Contractor and the County have the responsibility to protect County employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual

harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The County, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to County pursuant to this Agreement with other employees where County is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude County from terminating this Agreement with or without cause as provided for herein.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

Date:_____ BY_____
Chairman, Board of Supervisors

ATTEST: JEAN M. ROUSSEAU
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By_____
Deputy Clerk

CONTRACTOR

Date:_____ By_____
TITLE_____

Date:_____ By_____
TITLE_____

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Approved as to Form
County Counsel

By_____
Deputy Date _____

Exhibit A

ARCADIS
Infrastructure · Water · Environment · Buildings

ARCADIS U.S., Inc.
2000 Powell Street
Seventh Floor
Emeryville
California 94608
Tel 510.652.4500
Fax 510.652.4906
www.arcadis-us.com

Mr. Mark Van Fossen
TULARE COUNTY, CAPITAL PROJECTS COORDINATOR
5953 South Mooney Boulevard
Visalia, California 93277

ENVIRONMENTAL

Subject:
Request Additional Funding for Soil Remediation Oversight and Regulatory Assistance, Harmon Field Site, Pixley, California

Date:
September 11, 2014

Contact:
Jessica Ely

Phone:
510.596.9506

Email:
Jessica.Ely@arcadis-us.com

Our ref:
02966041.0000

Dear Mr. Van Fossen:

ARCADIS U.S., Inc. (ARCADIS) has prepared this cost estimate for support activities associated with the soil excavation and treatment at the Harmon Field Site (the Site). The Department of Toxic Substance Control (DTSC) approved the Remedial Design Implementation Plan, dated March 2012 and Tulare County awarded the Low Temperature Thermal Desorption (LTTD) remediation project to Pacific States Environmental Contractors, Inc. (Pacific States). ARCADIS is providing technical assistance to Tulare County, including general oversight of the project. On April 5, 6, and 7, 2014, ARCADIS provided Tulare County Capital Projects with the Cost Estimate for Remediation Oversight Services, Construction and Site management Services, and Environmental Design and Engineering Services for Harmon Field Site, Pixley, California, respectively. ARCADIS is currently in the field providing oversight under the previous agreement (Tulare County contracts 7885, 7922, and 7924, respectively). However, because of the delayed treatment schedule and out of scope activities, ARCADIS is proposing additional funding for the remaining field effort at Harmon Field.

Schedule

Pacific States is currently ten weeks behind schedule, per the June 13, 2014 schedule provided to Tulare County. Below is the list of each delay.

- Over excavation and backfill of vault
- Delayed delivery of LTTD unit due to fire/trailer failure
- Troubleshooting and repair of several components of the LTTD unit (rollers, belts, engines)

- Delayed gas line pressure testing and meter installation due to scheduling with Lyle's and county

- Troubleshooting and optimization of bag house and piping due to failure of system during clean burn

Assumptions and Out of Scope Items

Several assumptions were indicated in the ARCADIS February 14, 2014 proposal to Capital Projects. These assumptions were carried through the April 5, 6, and 7, 2014 cost estimates approved by Tulare County.

The assumptions and updates are as follows:

- Assumed 5 hours a month for project management
  - Delays and out of scope activities increased time required for project management
- Assumed Pacific States site operations would occur Monday through Friday at 10 hours per day
  - PS ended work days and work weeks earlier than planned with minimal notice. Arcadis staff could not accommodate change in schedule on short notice and additional costs were incurred by staffing project with two Arcadis personnel.
- Assumed eight onsite progress meetings over the duration of the project
  - Weekly in Person GOR meetings
- Assumed weekly progress update letters
  - Providing daily construction forms
  - Providing weekly notes from progress meetings
- Assumed PS would be responsible for SWPP monitoring and reporting
  - Arcadis staff trained to complete this task

Out of Scope items included:

- Number of request for approvals (especially the stock pile, request 020)
- Additional time to coordinate soil samples along gas line review data
- Coordination and field support for investigation of pipeline discovered during oiled sand removal
- Additional time required to review PS submittals including correction of submittal numbering
- Increased oversight costs due to delayed schedule
- Requests for additional piping and infrastructure remaining on Site to be mapped with GPS and included in as-builts (CAD time)
- Requests for bi-weekly schedules and weekly draft maps of analytical data.
- Additional cost for dust control rental

Cost Estimate

Planned activities included in this cost estimate include:

Task 1: August 2014 Costs

This scope of work includes previously billed costs between August 1 and August 24, 2014 submitted under contract No. 7885 and 7922.

Task 2: Field Oversight and Engineering Support (14 Weeks)

From schedule of values, it was estimated 35 tons of soil would be treated per hour in a 10 hour day. At this rate, the time for completion of the estimated soil is approximately 12 weeks. In addition, there will be over excavated soil from areas that did not initially meet cleanup goals. Therefore, this task assumes 14 weeks of oversight and engineering support.

This scope of work includes:

- Coordination of Arcadis field staff and oversight of excavation and soil treatment including documentation of field activities, (Two field staff working 50-hr weeks and office support)
- Collection of soil samples during excavation and treatment of soil and coordination with laboratory for sample delivery
- Review field and laboratory data reports to evaluate compliance with site criteria
- Six site visits by GOR during bi-weekly progress meetings,
- One site visit and inspection by Arcadis CQA during vault closure
- Bi-weekly progress meetings
- Lodging and meal costs, ($150/person/day)
- Equipment costs to conduct oversight and sampling (including vehicle, dust monitoring, PPE, etc.)
- Conducting routine project management tasks including budget tracking, invoice preparation and activity tracking

Task 3: Field Oversight and Engineering Support (2 Week Contingency)

This scope includes field and office activities as outlined in Task 2 above; however, it will be reserved for field work required for out of scope or non-routine activities including equipment failure.

Task 4: LTTD Decommissioning and Site Restoration

ARCADIS will document compliance with contractual site restoration activities and observe LTTD decommissioning. (One field staff working two 50-hr weeks)

Task 5: Remedial Action Completion Report

This scope of work includes preparation and submittal of a report detailing excavation, treatment, backfill and vault closure activities completed. The final report will average 100 pages of text and include approximately 20 figures and 10 tables.

Task 6: Response to Agency Comments

This scope includes:

- On-going communication with Tulare County and DTSC after review of report
- Edits/revisions to final report

The total estimated cost for these services is $513,805. A detailed labor breakdown of the cost estimate is included in the attached table. If you have any questions concerning the cost estimate, please call me at 510-596.9506.

Sincerely,

ARCADIS U.S., Inc.

Jessica Ely

Jessica Ely
Project Manager

Attachment A: Cost Proposal for Ongoing Remediation Activities, Harmon Field, Pixley, California

Copies (via email):
Jim Waters, Tulare County (jwaters@tularehhsa.org)
Kristin Bennett, Tulare County(kbennet@co.tulare.ca.us)
Rob O'Laskey, ARCADIS (Rob.O'Laskey@arcadis-us.com)
Melissa Caldwell, ARCADIS (Melissa.Caldwell@arcadis-us.com)

Attachment A: Cost Proposal - Ongoing Remediation Activities, Harmon Field Site, Pixley, California

Billing Category	Hourly Billing Rate	1. August 2014 Costs		2. Field Oversight and Engineering Support (14 weeks)		3. Field Oversight and Engineering Support (2 week contingency)		4. LTTD Decommissioning and Site Restoration		5. Remedial Action Completion Report		6. Response to Agency Comments		Totals	
Labor Categories		**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**	**Hours**	**Cost**
Labor Costs															
May, Wes Principal Scientist/Engineer	$199	32	$6,308.30	42	$8,358.00	6	$1,194.00	2	$398.00	20	$3,980.00	0	$0.00	102	$20,238.30
Ely, Jessica Sr Associate Scientist/Engineer	$188	24	$4,474.40	70	$13,160.00	10	$1,880.00	2	$376.00	14	$2,632.00	0	$0.00	120	$22,522.40
O'Laskey, Robert Sr Associate Scientist/Engineer	$188	72	$13,536.00	124	$23,312.00	20	$3,760.00	10	$1,880.00	20	$3,760.00	4	$752.00	250	$47,000.00
Caldwell, Melissa Project Scientist/Engineer	$145	24	$3,480.00	140	$20,300.00	20	$2,900.00	5	$725.00	52	$7,540.00	4	$580.00	245	$35,525.00
Orsi, Caroline Project Scientist/Engineer	$145	23	$3,262.50	28	$4,060.00	4	$580.00	0	$0.00	0	$0.00	0	$0.00	55	$7,902.50
Craig Prunier Project Scientist/Engineer	$145	0	$0.00	60	$8,700.00	0	$0.00	0	$0.00	15	$2,175.00	0	$0.00	75	$10,875.00
Flint, Matt Sr Staff Scientist/Engineer	$132	6	$792.00	50	$6,600.00	0	$0.00	0	$0.00	15	$1,980.00	13	$1,716.00	84	$11,088.00
Anhtu, Nguyen Staff Scientist/Geologist	$118	103	$12,133.94	700	$82,600.00	100	$11,800.00	0	$0.00	105	$12,390.00	0	$0.00	1,008	$118,923.94
Clift, Gary Engineering/Env Technician	$96	254	$24,340.80	672	$64,512.00	100	$9,600.00	110	$10,560.00	4	$384.00	0	$0.00	1,140	$109,396.80
Dwyer, Hannah Sr. Scientist/Engineer	$175	2	$350.00	2	$350.00	0	$0.00	1	$175.00	2	$350.00	0	$0.00	7	$1,225.00
CADD/GIS Specialist	$106	0	$0.00	42	$4,452.00	6	$636.00	0	$0.00	30	$3,180.00	10	$1,060.00	88	$9,328.00
Technical Editor	$63	0	$0.00	0	$0.00	0	$0.00	0	$0.00	36	$2,268.00	1	$63.00	37	$2,331.00
Fox, David Project Assistant	$105	1	$52.50	10	$1,050.00	2	$210.00	1	$105.00	36	$3,780.00	1	$105.00	51	$5,302.50
Draftsperson	$74	0	$0.00	0	$0.00	0	$0.00	0	$0.00	20	$1,480.00	10	$740.00	30	$2,220.00
O'Reilly, Teresa Project Assistant	$105	0	$0.00	5	$525.00	2	$157.50	1	$105.00	25	$2,625.00	15	$1,575.00	48	$4,987.50
Total Hours				**1,945**		**270**		**132**		**394**		**58**		**3,330**	
Total Labor Cost			**$68,730.44**		**$237,979.00**		**$32,717.50**		**$14,324.00**		**$48,524.00**		**$6,591.00**		**$408,865.94**
Other Direct Costs															
H&S/Level D and Field Supplies			$526.42		$4,200.00		$600.00		$300.00		$0.00		$0.00		$5,626.42
GPS Services and Rental			$2,171.16		$2,400.00		$480.00		$0.00		$0.00		$0.00		$5,051.16
Equipment - Dust Monitoring			$4,574.19		$18,900.00		$2,700.00		$0.00		$0.00		$0.00		$26,174.19
Lodging and Meals - $150/person			$3,652.24		$21,000.00		$1,500.00		$11,500.00		$0.00		$0.00		$37,652.24
Airfare			$1,074.85		$500.00		$0.00		$0.00		$0.00		$0.00		$1,574.85
Mileage/Vehicle Rental			$3,471.41		$11,480.00		$1,640.00		$0.00		$0.00		$0.00		$16,591.41
Subtotal Other Direct Costs			$15,470.27		$58,480.00		$6,920.00		$11,800.00		$0.00		$0.00		$92,670.27
Total Other Direct Costs			**$15,470.27**		**$58,480.00**		**$6,920.00**		**$11,800.00**		**$0.00**		**$0.00**		**$92,670.27**
Subcontracts															
			$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
10% mark up			$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
Subtotal Subcontracts			$0.00		$0.00		$0.00		$0.00		$0.00		$0.00		$0.00
Total Subcontracts			**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**		**$0.00**
3% Communications Fee			**$2,061.91**		**$7,139.37**		**$981.53**		**$429.72**		**$1,455.72**		**$197.73**		**12,265.98**
Total Estimated Cost			**$86,263.00**		**$303,599.00**		**$40,620.00**		**$26,554.00**		**$49,980.00**		**$6,789.00**		**$513,805.00**

Exhibit B

CONTRACT SUM

The County shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order or as otherwise provided in the Contract Documents, the Sum of ___$513,805.00.

PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the County by the Contractor, the County shall make progress payments on account of the Contract Sum to the Contractor as follows:

Progress Payments: The Contractor shall, on or before the first day of each month, make an estimate of the work performed during the preceding month and submit same to the County for checking and approval. On or about the 20th day of the month, following the month in which the work was performed, the County shall pay to the Contractor the value of said work, as checked and approved by the County.

FINAL PAYMENT

Final payment, constituting the unpaid balance of the Contract Sum, shall be paid by the County to the Contractor when the Work has been completed; the Contract fully performed and the Board of Supervisors of Tulare County has formally accepted the project as complete by Resolution.

Exhibit C

INSURANCE

11.1 **CONTRACTOR'S INSURANCE.**

Contractor and subcontractors shall provide and maintain insurance for the duration of the warranty period against claims for injuries to persons and damage to property, which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees or subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1) Coverage at least as broad as Commercial General Liability Insurance of $1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be $2,000,000 or higher. Insurance Services Office Commercial General Liability coverage (occurrence form GC 00 01) or Insurance Services Office Form (CG 00 09 11 88 Owners and Contractors Protective Liability Coverage Form – Coverage for Operations of Designated Contractor).

2) Comprehensive Automobile Liability Insurance of $1,000,000 per occurrence for bodily injury and property damage. If the annual aggregate applies it must be no less than $2,000,000.

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..

4) Builders Risk. (County shall be named loss payee as its interest may appear)

a. Completed value of the project with no coinsurance penalty provision.
b. Professional Liability of $1,000,000 for design and build.
c. Contractors Pollution Asbestos Legal Liability of $1,000,000 each occurrence with $2,000,000 policy aggregate including errors and omissions.

B. Specific Provisions of the Certificate

1. The General Liability and Automobile Liability policies are to be endorsed to contain the following provisions:

a. The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the CONTRACTOR.

b. For any claims related to this project, the CONTRACTOR 's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials,

employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR 's insurance and shall not contribute with it.

c. *Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the County.*

2. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the CONTRACTOR, its employees, agents and subcontractors:

   a. *Waiver of Subrogation. The workers' compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.*

C. Deductibles and Self-Insured Retentions

The COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds $100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, *the* CONTRACTOR *shall file with the submitting department, certificates of insurance with original endorsements effecting coverage and a copy of the declarations page from the policy in effect in a form acceptable to the* COUNTY. *Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The* COUNTY *reserves the right to require certified copies of all required insurance policies at any time.*

11.1.2 ADDITIONAL CONSTRUCTION INSURANCE REQUIREMENTS:

a. Payment Bond: For public works projects of more than $25,000 a "payment bond" is required in the full amount of the Contract price, and shall inure to the benefit of persons performing labor or furnishing materials in connection with the work of the Contract. This bond shall be maintained in full force and effect until all work under the Contract is completed and accepted by the COUNTY, or until all claims for materials and labor have been paid, whichever is longer.

b. Performance Bond: For public works projects of more than $25,000 a "performance bond" is required in the full amount of the Contract price and shall inure the faithful performance by Contractor of all work under the Contract. It shall also insure the replacing of, or making acceptable, any defective materials or faulty workmanship.

c. Acceptability of Surety: Only California admitted sureties with current AM Best Rating of no less than VII.