

CONSULTANT SERVICES AGREEMENT



CONSTRUCTION STAKING

**COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
KETTLEMAN CITY GENERAL PETROLEUM AVENUE
IMPROVEMENT PROJECT**

_____, 2024

ISSUED BY:

Kings County-Public Works Department
1400 W. Lacey Boulevard
Building 6
Hanford, CA 93230

CDBG General Petroleum Improvements Project – Construction Staking

THIS AGREEMENT is made and entered into as of the ____ day of _____, 2024, by and between the County of Kings, a political subdivision of the State of California (hereinafter “County”) and O’Dell Engineering, Inc, a California corporation (hereinafter “Consultant”) (singularly a “Party,” collectively the “Parties”).

RECITALS

WHEREAS, County has requested proposals for consulting services to provide construction surveying services for the CDBG General Petroleum Improvements project in Kettleman City, CA. These consulting services include but are not limited to right-of-way staking, establishing horizontal and vertical limits, rough grade staking, finish grade staking, etc; and

WHEREAS, Consultant’s response indicates that it possesses the professional qualifications, relevant experience, and demonstrated competence to provide these consulting services; and

WHEREAS, Consultant is ready, willing, and able to perform these consulting services to the satisfaction of the County, State and Federal funding terms and conditions.

NOW, THEREFORE, the Parties mutually agree as follows:

1. **SERVICES.** County hereby engages Consultant and Consultant shall do, perform, and carry out the services as set forth in **Exhibit A** to the reasonable satisfaction of County’s Public Works Director or designee. All work performed and billed to County by Consultant shall be grant eligible in accordance with Federal and State funding requirements, unless otherwise directed by County in writing.

Files shall be provided in a format using industry standard software.

2. **TIME FOR PERFORMANCE/TERM.** Time is of the essence in this Agreement. Consultant shall not commence performance of work or services until this Agreement has been fully executed by both parties and the County has issued a Notice to Proceed. The services as set forth in **Exhibit A** will commence within five (5) days of Consultant’s receipt of County’s written Notice to Proceed and shall terminate two (2) years from the date of execution.

3. **PROFESSIONAL STANDARDS.** By submitting final documents for approval by County, Consultant represents that said documents are accurate. Consultant will be responsible to the County for the professional quality, adequacy, and completeness of the services, studies, and reports provided, and represents that such services, studies and reports will be suitable for the intended purposes.

CDBG General Petroleum Improvements Project – Construction Staking

Consultant will perform the services provided in this Agreement in a manner consistent with the professional skill and care ordinarily exercised by the expert members of the engineering profession practicing in the State of California under similar conditions.

Where applicable and in accordance with California law, the responsible Consultant or its engineer shall sign and seal reports and engineering data furnished by him/her.

4. COMPENSATION.

A. County shall pay Consultant a fee for services rendered, calculated according to rates set forth in Consultant's cost proposal, attached hereto as **Exhibit B** for reference. Notwithstanding any other provision of this Agreement, including its exhibits, the total fee payable to Consultant for work under this Agreement, including for Optional Tasks (defined in the following paragraph), shall not exceed **\$68,260.00**. The total fee paid to the Consultant shall include compensation for all work and deliverables, including but not limited to salary, overhead, profit, travel, and equipment as described in **Exhibit A**. No additional compensation will be paid to Consultant, unless there is a change in the scope of work or scope of the project.

B. The agreement includes Optional Taks to be performed and compensated as needed with prior authorization from the County. No payment will be made for Optional Taks performed without prior authorization from the County. For greater clarity, these Optional Taks are identified in the Cost Proposal Attached hereto as **Exhibit B** and listed in Part A1 of the table entitled "Project Fees by Task."

C. No payment will be made for any work performed prior to Consultant receiving the Notice to Proceed from County.

D. Consultant shall identify which job classifications in **Exhibit B** are subject to prevailing wage rates. For greater clarity, generally work performed onsite will be subject to payment of prevailing wage rates, as set forth in Section 14, below.

E. The parties shall comply with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and local governments.

F. Any cost, attributable directly or indirectly to Consultant's error, for which payment has been made to Consultant that is determined by subsequent

CDBG General Petroleum Improvements Project – Construction Staking

audit to be unallowable under 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, is subject to repayment by Consultant to the State.

5. INVOICING AND PAYMENT. No sooner than the 10th day of each calendar month, Consultant shall submit to County a detailed invoice for services rendered during the previous calendar month. Within thirty (30) days of receipt of invoice, County will either reject invoice or approve and remit to Consultant the invoiced portion of the fee as a progress payment. Upon rejection of the invoice, the County shall return the invoice to Consultant for correction and resubmittal.

Consultant will be deemed to have waived all rights to compensation for any services not billed within ninety (90) days after the month in which the services were provided.

6. TERMINATION. The right to terminate this Agreement under this provision may be exercised without prejudice to any other right or remedy to which the terminating party may be entitled at law or under this Agreement.

A. Without Cause: County will have the right to terminate this Agreement without cause by giving ten (10) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. 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 thirty (30) days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
- (5) materially breach this Agreement.

For any of the occurrences except item five (5), termination may be effected upon written notice by the terminating party specifying the date of termination. Upon a material breach, this Agreement may be terminated following the failure of the defaulting party to remedy the breach to the satisfaction of the non-defaulting party within five (5) days of written notice specifying the breach. If the breach is not cured within that five (5) day period, the non-defaulting party may terminate this Agreement on further written notice specifying the date of termination. Sanctions taken will be possible rejection of future proposals based

CDBG General Petroleum Improvements Project – Construction Staking

on specific causes of non-performance.

C. Effects of Termination. County will pay to the Consultant the compensation earned to the date of termination for such work and deliverables that are acceptable to the County. 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 Consultant of any and all plans, specifications and estimates, and other documents prepared by Consultant by the date of termination in accordance with this Agreement.

7. INSURANCE. For the full term of this Agreement, Consultant will keep in force the required insurance as set forth in **Exhibit C**.

8. INDEMNIFICATION.

A. When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless County and any and all of its Board members, officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent Consultant (and its subconsultants) are responsible for such damages, liabilities, and costs on a comparative basis of fault between Consultant (and its subconsultants) and County in the performance of professional services under this Agreement. Consultant shall not be obligated to defend or indemnify County for County's own negligence or for the negligence of third parties.

B. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless County, and any and all of its Board members employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by individual or entity for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subconsultants of Consultant.

C. This indemnification specifically includes any claims that may be against County by any taxing authority or third party asserting that an employer-employee relationship exists by reason of this Agreement.

CDBG General Petroleum Improvements Project – Construction Staking

D. These indemnification obligations shall survive the termination of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

At least ten (10) days prior to any change to the list of vital personnel, Consultant shall provide written notice to County. No change shall be made to the list without County's prior written approval, which shall not be unreasonably withheld, provided that any proposed substitute personnel shall have qualifications and/or experience equal to or better than the individual(s) to be replaced.

9. PATENT RIGHTS AND COPY RIGHTS. Applicable patent rights provisions described in 37 CFR regarding rights to inventions shall apply to this Agreement. County may permit copyrighting reports or other agreement products. If copyrights are permitted, the Agreement shall provide that U.S. Department of Housing and Urban Development (UDHUD) and County shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for governmental purposes.

10. OWNERSHIP OF DOCUMENTS. Tracings, plans, specifications, and maps prepared or obtained under the terms of this agreement shall be delivered to and become the property of County, and that basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to County without restriction or limitation on their use. For preliminary plans only, nothing stated or implied herein shall constitute a limitation of the subsequent use of the plans or ideas incorporated therein for preparation of construction plans. County will indemnify and hold Consultant harmless for any reuse by County of documents produced under this Agreement for any other projects without the written approval of Consultant.

11. RECORDS. Consultant will maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees or subconsultants. These records shall be retained by Consultant for inspection by County, State, UDHUD, or their duly authorized representatives. All such records will be prepared in accordance with generally accepted accounting procedures, will be clearly identified, and will be kept readily accessible. Upon request, Consultant will make such records available for inspection by County, State, UDHUD, or their duly authorized representative(s) for the purpose of auditing and/or copying such records during the term of this Agreement and continuing for a period of five (5) years from the date of final payment under this Agreement or any extension of this Agreement.

CDBG General Petroleum Improvements Project – Construction Staking

12. INDEPENDENT CONTRACTOR STATUS.

A. Consultant is an independent contractor and not an agent, officer or employee of County. The Parties mutually understand and agree that this Agreement is by and between two independent contractors and is not intended to, and shall not be construed to create, the relationship of agent, servant, employee, partnership, joint venture or association.

B. Consultant is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security, unemployment, disability insurance, Workers' Compensation and Medicare payments.

C. Consultant, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

D. Notwithstanding this independent contractor relationship, County reserves the right to monitor and evaluate the performance of Consultant for the purpose of assuring compliance with this Agreement.

13. **COMPLIANCE WITH LAW.** Consultant shall comply with all Federal, State, and local laws, regulations and directives applicable to its performance. With respect to Consultant's employees, Consultant will comply with all laws and regulations pertaining to wages and hours (including prevailing wage rates where applicable), state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

All onsite work performed by Consultant's personnel shall be subject to the payment of prevailing wages as required by the Labor Code. Consultant further understands and agrees that it shall bear sole responsibility for ensuring the enforcement thereof including registering with and submitting certified payrolls to the Department of Industrial Relations for compliance monitoring pursuant to Labor Code section 1725.5.

14. **NON-ASSIGNABILITY.** Unless otherwise provided in this Agreement, County is relying on the personal skill and expertise of Consultant and no part of this Agreement or monies due to Consultant under this Agreement may be assigned by Consultant.

15. **SUBCONTRACTS.** Services provided by Consultant may be subcontracted to reputable and qualified subconsultants upon written notice to and

CDBG General Petroleum Improvements Project – Construction Staking

written approval of County which approval shall not be unreasonably withheld. Subcontracts shall contain the provisions in Sections 7 Insurance, 8 Indemnification, 10 Ownership of Documents, 11 Records, 13 Compliance with Law, and 17 Conflict of Interests of this Agreement.

16. NOTICE. Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by First Class Mail, postage prepaid and addressed as follows:

COUNTY OF KINGS

Mitchel Cabrera, PE
Chief Engineer
1400 W. Lacey Boulevard, Building 6
Hanford, CA 93230

CONSULTANT

Scott Roberts, PLS
Project Manager
7110 N. Fresno Street, #160
Fresno, CA 93720

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by First Class Mail will be deemed received on the fourth day after the date of mailing.

Either party may change the above address by giving written notice pursuant to this section. The above stated Consultant address shall be the main working office location for the duration of this Agreement.

17. CONFLICT OF INTERESTS. Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warrant, County reserves the right to seek any remedy available in law or equity including termination of this Agreement. (See **Exhibit D**).

County has not required Consultant to employ or retain any company or person, or to pay or agree to pay any firm, person or organization, any fee, contribution donation or consideration of any land, contingent upon or resulting from the award or formation of this Agreement. (See **Exhibit E**).

18. CHOICE OF LAW. The parties have executed and delivered this agreement in the County of Kings, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement, notwithstanding conflicts of law principles. Kings County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this

CDBG General Petroleum Improvements Project – Construction Staking

Agreement. Consultant hereby waives any rights it may possess under Section 394 of the Code of Civil Procedure to transfer to a neutral county or other venue any action arising out of this Agreement.

19. WAIVERS. Notwithstanding the passage of time, the failure of either party to insist on strict compliance with any provision of this Agreement will not be considered a waiver of any right to do so, whether for that breach or and any subsequent breach. The acceptance by either party of either performance or payment will not be considered to be a waiver of any preceding breach of the Agreement by the other party.

20. DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION. Upon review of the project's scope of work, County has established a Disadvantaged Business Enterprise (DBE) goal of zero (0) percent for this Agreement.

21. NON-DISCRIMINATION. In rendering services under this Agreement, Consultant shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or any other basis prohibited by law.

Further, Consultant shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

22. UNFORESEEN CIRCUMSTANCES. Consultant is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Consultant's reasonable control, provided Consultant gives written notice to County of the cause of the delay within ten (10) days of the start of the delay.

23. TITLES TO BE DISREGARDED. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

24. NO THIRD-PARTY BENEFICIARIES. County and Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to a third party.

25. SEVERABILITY. If any provisions of this Agreement are found by any court or other legal authority, or are agreed by the parties, to be invalid, void, or

CDBG General Petroleum Improvements Project – Construction Staking

unenforceable, the remaining provisions shall nevertheless continue in full force and effect to the extent necessary to effectuate the original intent of the parties as closely as possible.

26. SURVIVAL. The following sections shall survive the termination of this Agreement: 7 Insurance, 8 Indemnification, and 11 Records.

27. FURTHER ASSURANCES. Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to affect the purposes of this Agreement.

28. CONFLICT IN TERMS. Any conflict in terms between this Agreement with its Exhibits A through F and the terms set forth in **Exhibit F**, this Agreement with its Exhibits A through F shall control.

29. ENTIRE AGREEMENT REPRESENTED. This Agreement, including its Recitals and Exhibits which are fully incorporated into and are integral parts of this Agreement, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Consultant other than those contained herein.

This Agreement represents the contributions of both parties, who are each represented by competent counsel, and it is expressly agreed and understood that the rule stated in Civil Code section 1654, that ambiguities in a contract should be construed against the drafter, shall have no application to the construction of the Agreement.

30. EXECUTION. This Agreement may be executed in more than one counterparts, each of which may deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original.

CDBG General Petroleum Improvements Project – Construction Staking

IN WITNESS WHEREOF the parties have executed this Agreement the day and year first written above.

COUNTY OF KINGS

CONSULTANT

By: _____
Dominic Tyburski
Director of Public Works

DocuSigned by:
By: Dylan Crawford
Dylan Crawford, President

RISK MANAGEMENT APPROVED
AS TO INSURANCE

By: S. Poots 05/16/2024
Sarah Poots
Risk Manager

DocuSigned by:
By: Chad Kennedy
Chad Kennedy, Secretary

Approved as to Form
Diane Freeman, County Counsel

By: Willie Barrera
Willie Barrera, Deputy County Counsel

LIST OF EXHIBITS

<u>EXHIBIT</u>	<u>DESCRIPTION</u>
EXHIBIT A	Scope of Work
EXHIBIT B	Cost Proposal
EXHIBIT C	Insurance Requirements
EXHIBIT D	Certification of Consultant
EXHIBIT E	Certification of Local Agency
EXHIBIT F	State Contract Requirements

EXHIBIT A
SCOPE OF WORK

Project Approach

Upon receipt of an executed contract, O'Dell Engineering will review the latest version of any plans and specifications. Both PDF and AutoCAD drawings will be examined, and any discrepancies will be clarified through the appropriate channels, including RFI. We will coordinate with the County and the contractor(s) to ensure that all prerequisite safety items are satisfied, all necessary forms are distributed and completed, and all necessary items are completed to kick off the field surveys.

Upon receipt of a staking request, O'Dell Engineering will schedule resources according to the Contractor's needs and begin preparing calculations required to support the field survey efforts, including preparing points/lines, exhibits/maps, etc.

The field crew will mobilize according to the agreed upon schedule and arrive on site with all equipment and resources necessary to complete the task. They will check in with the Contractor and complete all safety onboarding, check-in/check-out, and other administrative tasks necessary to be in compliance. They will also review the staking request items with the Contractor's representative and verify that the items to be staked are accurate.

The first mobilization will include an initial effort to recover and reestablish project control, followed by staking the existing right-of-way for the contractor to begin preparing the area for construction. Either concurrently with or following the staking of right-of-way, O'Dell Engineering anticipates setting stakes for the limits of demolition/saw cuts so the area can be prepared for rough grade.

Pending receipt of the subsequent staking requests, O'Dell Engineering anticipates completion of the remaining rough grade and final grade staking tasks.

Each mobilization will also include a cut sheet for the Contractor's reference.

Construction Surveying Scope of Work

Task 1: Project Management & Coordination

- 1.1 Attend kick-off meeting.
- 1.2 Attend periodic project meetings as needed.
- 1.3 Prepare project updates/progress reports and invoices.
- 1.4 Coordinate with County and Contractor on schedules, deliverables, and requests.

Task 2: Control and Right-of-Way Staking (2 Mobilizations)

- 2.1 Find, verify, and establish site control per PC-1 of Improvement Plans.
- 2.2 Stake right-of-way at 50-foot intervals on both sides of General Petroleum Avenue.
- 2.3 Stake right-of-way on both sides of the road along Maud, 2nd, 3rd, and 4th Streets.
- 3.1 Stake sawcut angle points dimensioned on Improvement Plans for Maud, 2nd, 3rd, and 4th Streets.

Task 4: Rough Grade Staking (3 Mobilizations)

- 4.1 Provide offset stakes to TFC with grades to top of curb at 50-foot intervals for General Petroleum Avenue, including driveways, high and low points, and changes in direction.
 - » 4.1.1 North side from station 11+38.11 to station 19+36.54
 - » 4.1.2 South side from station 12+44.54 to station 19+35.70
- 4.2 Provide offset stakes to TFC with grades to top of curb for Maud, 2nd, 3rd, and 4th Streets, including location of returns and ADA ramps.

SCOPE OF WORK

Task 5: Finish Grade (3 Mobilizations)

- 5.1 Stake offsets to TFC at 33-foot intervals, changes in direction, driveways, ramps, radius points, and grade breaks. Grades to top of curb for General Petroleum Avenue, including driveways.
 - » 5.1.1 North side from station 11+38.11 to station 19+36.54
 - » 5.1.2 South side from station 12+44.54 to station 19+35.70
- 5.2 Provide offset stakes to TFC with grades to top of curb for Maud, 2nd, 3rd, and 4th Streets including location of returns and ADA ramps.
- 5.3 Stake offsets and elevation to cold joint "match points" between new and existing improvements.

Task 6: Re-staking (2 Mobilizations) – Optional

- 6.1 Provide two mobilizations for re-staking purposes, as needed/requested.

Client to Provide

- Electronic copies of design drawings (CAD files)
- 48-hour notice for scheduling field crews
- Staking requests submitted on form provided by O'Dell

Turnaround Time/Schedule

O'Dell Engineering will work with the County and Contractor to adhere to schedules. We understand the importance of maintaining an agile, flexible schedule to meet the needs of the Contractor and various trades and subtrades. To that end, O'Dell Engineering is prepared to mobilize in as little as two working days from date received. Below is an outline of the anticipated schedule based on our understanding of the project, typical construction workflows, and extensive experience. However, it is understood that this will be subject to change according to the needs of the project, impacts from weather, and countless other circumstances beyond the control of anyone involved in the project.

NTP: May 10, 2024

Mobilization 1: May 20, 2024

- Site control
- Right-of-way stakes
 - » General Petroleum Ave (Start)

Mobilization 2: May 21, 2024

- Right-of-way stakes
 - » General Petroleum Ave (Finish)
 - » Maud Street
 - » 2nd Street
 - » 3rd Street
 - » 4th Street

Mobilization 3: May 22, 2024

- Saw cuts/demo limit staking

Mobilization 4: June 3–5, 2024

- Rough grade stakes

Mobilization 5: June 24–26, 2024

- Finish grade stakes

Note: Re-staking will be performed as needed/requested.

EXHIBIT B
COST PROPOSAL

Project Fees by Task

PROJECT #: M4075
 PROJECT: Kings County CDBG General Petroleum Ave Improvements
 CLIENT: Kings County, Mitchel Cabrera, PE
 DATE: Friday, March 22, 2024

TASK/DESCRIPTION	Survey Manager Scott Roberts	Senior Surveyor 2 Josh Cox	Surveyor 2 Ryan Andersen	Survey Field Crew 2-Person	**Prevailing Wage**	Administrative 1	Hours	Task Subtotal	Task Total Fee
TASK 001 - PROJECT MANAGEMENT & COORDINATION									
001.01	Kick-Off Meeting Attendance	4	4	0	8	40	\$6,770	\$860	\$6,770
001.02	Periodic Meeting Attendance	2	4	0	4	6	\$1,070	\$1,070	\$1,070
001.03	Progress Reports, Invoices, and Schedule Updates	4	2	0	4	10	\$1,620	\$1,620	\$1,620
001.04	General Coordination (Deliverables, Requests, etc.)	4	12	0	4	20	\$3,220	\$3,220	\$3,220
TASK 002 - CONTROL & RIGHT-OF-WAY STAKING									
002.01	Office (Calcs/Field Prep/ QC)	1	2	12	20	40	\$11,650	\$2,535	\$2,535
002.02	Field - Control	1	1	6	1	7	\$2,606	\$2,606	\$2,606
002.03	Field - Right-of-Way Staking	1	1	14	1	15	\$5,934	\$5,934	\$5,934
002.04	Office (Review/QC)	1	1	1	3	3	\$575	\$575	\$575
TASK 003 - SAWCUT/DEMO STAKING									
003.01	Office (Calcs/Field Prep/ QC)	1	1	8	10	23	\$6,325	\$1,695	\$1,695
003.02	Field - Sawcut/demo limits staking	1	1	10	1	11	\$4,270	\$4,270	\$4,270
003.03	Office (Review/QC)	1	1	1	2	2	\$360	\$360	\$360
TASK 004 - ROUGH GRADE STAKING									
004.01	Office (Calcs/Field Prep/ QC)	2	4	12	30	51	\$15,960	\$1,895	\$1,895
004.02	Field - Rough Grade Stakes	1	2	8	3	33	\$12,810	\$12,810	\$12,810
004.03	Office (Review/QC)	1	2	4	7	7	\$1,255	\$1,255	\$1,255
TASK 005 - FINISH GRADE STAKING									
005.01	Office (Calcs/Field Prep/ QC)	2	4	20	30	59	\$17,240	\$3,175	\$3,175
005.02	Field - Finish Grade Stakes, Ramps, Match Points	1	2	16	30	33	\$12,810	\$12,810	\$12,810
005.03	Office (Review/QC)	1	2	4	7	7	\$1,255	\$1,255	\$1,255
TASK 006 - RE-STAKING (OPTIONAL)									
006.01	Office (Calcs/Field Prep/ QC)	1	3	6	20	32	\$10,315	\$1,255	\$1,255
006.02	Field - Re-Staking (1 of 2)	1	2	4	10	11	\$4,270	\$4,270	\$4,270
006.03	Field - Re-Staking (2 of 2)	1	1	1	10	11	\$4,270	\$4,270	\$4,270
006.04	Office (Review/QC)	1	1	2	3	3	\$520	\$520	\$520
TOTAL HOURS									
		22	16	78	110	245			
TOTAL COST									
		\$4,730	\$3,200	\$12,480	\$45,760	\$2,090		\$68,260	\$68,260
CONSULTANT MARK-UP 10%									
		\$4,730	\$3,200	\$12,480	\$45,760	\$2,090		\$68,260	\$68,260
GRAND TOTAL									
		\$4,730	\$3,200	\$12,480	\$45,760	\$2,090		\$68,260	\$68,260

EXHIBIT C
INSURANCE REQUIREMENTS

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

A. Insurance

Without limiting County's right to obtain indemnification from the Contractor or any third parties, prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to the County. Such Certificate shall be mailed as set forth under Section 25. Notice. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

1. Commercial General Liability. Two Million Dollars (\$2,000,000) per occurrence and Five Million Dollars (\$5,000,000) annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG 20 26 or an alternate form that is at least as broad as form CG 20 26, as to any liability arising from the performance of this Agreement.
2. Automobile Liability. Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Five Hundred Thousand Dollars (\$500,000) per person, One Million Dollars (\$1,000,000) per accident and for property damages not less than One Hundred Thousand Dollars (\$100,000), or such coverage with a combined single limit of One Million Dollars (\$1,000,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.
3. Workers Compensation. Statutory coverage, if and as required under the California Labor Code. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. Professional Liability. One Million Dollars (\$1,000,000) limit per occurrence or claim and Three Million Dollars (\$3,000,000) annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
2. Each of the above required policies shall be endorsed to provide County with thirty (30) days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

EXHIBIT D
CERTIFICATION OF CONSULTANT

EXHIBIT D

CERTIFICATION OF CONSULTANT

I HEREBY CERTIFY that I am the Principal in Charge and duly authorized representative of the firm O'Dell Engineering, whose address is 1165 Scenic Dr, Ste A, Modesto, CA 95350 and that, except as hereby expressly stated, neither I nor the above firm that I represent have:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an expressed or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is to be made available to the U.S. Department of Housing and Urban Development (UDHUD) in connection with this agreement involving the participation of Community Development Block Grant (CDBG) funds, and is subject to applicable State and Federal laws, both criminal and civil.

5/9/2024

Date:

DocuSigned by:
Dylan Crawford
913D9ADE60C9409...

Principal-in-Charge

EXHIBIT E
CERTIFICATION OF LOCAL AGENCY

EXHIBIT E

CERTIFICATION OF LOCAL AGENCY

I HEREBY CERTIFY that I am the Contract Administrator of the County of Kings, and that the consulting firm of _____, or its representative has not been required (except as herein expressly stated), directly or indirectly, as an expressed or implied condition in connection with obtaining or carrying out this Agreement for the CDBG GENERAL PETROLEUM IMPROVEMENTS PROJECT, pre-construction activities and monitoring during and after construction per the environmental document prepared and permits obtained for this project:

(a) Employ, retain, agree to employ or retain, any firm or person; or

(b) Pay or agree to pay, to any firm, person or any organization, any fee, contribution, donation or consideration of any kind.

I acknowledge that this Certificate is to be made available to the U.S. Department of Housing and Urban Development (UDHUD) in connection with this Agreement involving participation of Community Development Block Grant (CDBG) funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date

Mitchel Cabrera, PE
Chief Engineer
County of Kings Department of Public Works

EXHIBIT F
STATE CONTRACT REQUIREMENTS

EXHIBIT F
STATE CONTRACT REQUIREMENTS

1. Definitions:

Address means the address given in the Notices section of the Agreement.

Amount means the amount of total compensation set forth in the Compensation section of the Agreement.

Contract means the Agreement to which this Exhibit is attached.

Contract Administrator means that individual named in the Notices section of the Agreement.

Date means the date first written in the Agreement.

Local Agency means County as set forth in the Agreement.

ARTICLE I PERFORMANCE PERIOD

A. This contract shall go into effect upon execution by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end two (2) years from the date of execution, unless extended by contract amendment.

B. CONSULTANT is advised that any recommendation for contract award is not binding on LOCAL AGENCY until the contract is fully executed and approved by LOCAL AGENCY.

ARTICLE II ALLOWABLE COSTS AND PAYMENTS

A. The method of payment for this contract will be based on lump sum. The total lump sum price paid to CONSULTANT will include compensation for all work and deliverables, including travel and equipment described in Exhibit A Scope of Work of this contract. No additional compensation will be paid to CONSULTANT, unless there is a change in the scope of the work or the scope of the project. In the instance of a change in the scope of work or scope of the project, adjustment to the total lump sum compensation will be negotiated between CONSULTANT and LOCAL AGENCY. Adjustment in the total lump sum compensation will not be effective until authorized by contract amendment and approved by LOCAL AGENCY.

B. Progress payments may be made monthly in arrears based on the percentage of work completed by CONSULTANT. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, LOCAL AGENCY shall have the right to delay payment or terminate this Contract in accordance with the provisions of Article III Termination.

EXHIBIT F

C. CONSULTANT shall not commence performance of work or services until this contract has been approved by LOCAL AGENCY and notification to proceed has been issued by LOCAL AGENCY'S Contract Administrator. No payment will be made prior to approval of any work, or for any work performed prior to approval of this contract.

D. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by LOCAL AGENCY'S Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY that include any equipment purchased under the provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60-calendar days after completion of CONSULTANT's work. Invoices shall be mailed to LOCAL AGENCY's Contract Administrator at the following address:

County of Kings Department of Public Works

Mitchel Cabrera, P.E., Chief Engineer

1400W. Lacey Boulevard, Building #6

Hanford, CA 93230

E. The total amount payable by LOCAL AGENCY shall not exceed **\$68,260**.

ARTICLE III TERMINATION

A. LOCAL AGENCY reserves the right to terminate this contract upon written notice to CONSULTANT with the reasons for termination stated in the notice.

B. LOCAL AGENCY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, LOCAL AGENCY may proceed with the work in any manner deemed proper by LOCAL AGENCY. If LOCAL AGENCY terminates this contract with CONSULTANT, LOCAL AGENCY shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to LOCAL AGENCY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.

C. The maximum amount for which the LOCAL AGENCY shall be liable if this contract is terminated is \$68,260.

EXHIBIT F

ARTICLE IV COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. CONSULTANT agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

B. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR, Part 18 are subject to repayment by CONSULTANT to LOCAL AGENCY.

ARTICLE V RETENTION OF RECORDS/AUDIT

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and LOCAL AGENCY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, LOCAL AGENCY, UDHUD, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

ARTICLE VI AUDIT REVIEW PROCEDURES

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by LOCAL AGENCY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by LOCAL AGENCY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by LOCAL AGENCY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

D. CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if

EXHIBIT F

applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by LOCAL AGENCY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by LOCAL AGENCY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

ARTICLE VII SUBCONTRACTING

A. Nothing contained in this contract or otherwise, shall create any contractual relation between LOCAL AGENCY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to LOCAL AGENCY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from LOCAL AGENCY'S obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by LOCAL AGENCY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by LOCAL AGENCY.

D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subconsultants.

E. Any substitution of subconsultant(s) must be approved in writing by LOCAL AGENCY's Contract Administrator prior to the start of work by the subconsultant(s).

ARTICLE VIII EQUIPMENT PURCHASE

A. Prior authorization in writing, by LOCAL AGENCY's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity

EXHIBIT F

or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by LOCAL AGENCY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, LOCAL AGENCY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit LOCAL AGENCY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established LOCAL AGENCY procedures; and credit LOCAL AGENCY in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by LOCAL AGENCY and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by LOCAL AGENCY." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

ARTICLE IX STATE PREVAILING WAGE RATES

A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.

B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Article, unless the awarding agency has an approved labor compliance program by the Director of Industrial Relations.

C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

ARTICLE X CONFLICT OF INTEREST

A. CONSULTANT shall disclose any financial, business, or other relationship

EXHIBIT F

with LOCAL AGENCY that may have an impact upon the outcome of this contract, or any ensuing LOCAL AGENCY construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing LOCAL AGENCY construction project, which will follow.

B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

ARTICLE XI REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION

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

ARTICLE XII PROHIBITION OF EXPENDING LOCAL AGENCY STATE OR FEDERAL FUNDS FOR LOBBYING

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

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the

EXHIBIT F

entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

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

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