

SIDEWALK IMPROVEMENT REIMBURSEMENT AGREEMENT

THIS SIDEWALK IMPROVEMENT REIMBURSEMENT AGREEMENT (“Agreement”) is entered into on July 10, 2012 by and among the COUNTY OF SANTA BARBARA, a political subdivision of the State of California (“County”), and CAMPUS ICON UCSB, LLC, a California limited liability company (“Developer”), for the development of certain public infrastructure related to the the Icon UCSB Project (“Project”) located at 6545 and 6547 Trigo Road (“Site”) in Isla Vista.

RECITALS:

Whereas the Developer has received from the County land use entitlements for the development of the Trigo mixed-use project on 6545 and 6547 Trigo Road in Isla Vista; and

Whereas Developer and County have determined it would be beneficial for all parties if Developer installed certain additional sidewalk improvements to north and west of Trigo Road for that portion of the sidewalk and street adjacent to 6545 and 6547 Trigo Road as depicted on Exhibit A (“Sidewalk Improvements”) concurrent with Project; and

Whereas, the County would not normally condition approval of the Project on construction of the Sidewalk Improvements; and

Whereas the County has determined the cost for the Sidewalk Improvements to Trigo Road to not exceed \$98,439; and

Whereas, the cost of the sidewalk improvements are de minimis in the context of the overall Project.

NOW, THEREFORE, in consideration of the above Recitals, and intending to be mutually bound, the parties hereto agree as follows:

1. SIDEWALK IMPROVEMENTS

- A. Developer shall prepare plans and specifications of the Sidewalk Improvements and submit them to the County Public Works Department and Agency for review and approval.
- B. Developer shall construct and install the Sidewalk Improvements according to the plans and specifications that have been reviewed and approved by the County.

2. CONSTRUCTION COSTS

- A. Upon completion of the Sidewalk Improvements, Developer shall submit to the County Public Works Department for approval the itemized construction costs of the sidewalk improvements and any additional incidental improvements requested by the County during construction.
- B. Developer shall submit to the County all bills and invoices from engineers and contractors which detail the construction costs of the road improvements and all

other documentation reasonably required by County to determine the total cost of said the Sidewalk Improvements. Bills and invoices shall be submitted no more frequently than monthly.

C. As used herein, construction costs shall include all of the costs of constructing the road improvements, including, but not limited to, the costs of the following:

1. Engineering;
2. Soils Report;
3. Testing;
4. Permits, fees and bonds;
5. Surveying and layout;
6. Construction of physical improvements.

D. Upon County review and approval of Developers bills and invoices, they shall be forwarded to the Agency for payment.

3. DEVELOPMENT OF PROJECT

Upon County approval of a Final Development Plan for the Project, Developer shall undertake to develop the Project in conformance with the Final Development Plan. If the Developer does not receive from the County a final development plan for the Project within two years of execution of this Agreement, this Agreement shall terminate and be of no further force and effect.

4. REIMBURSEMENT

The County will reimburse all actual expenses paid by Developer under the scope of this reimbursement agreement within 45 days of presentation to the County of an approved invoice, in a total project amount not to exceed \$98,439.

5. 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 practices. 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.

6. INDEMNITY AND INSURANCE

Developer agrees to abide by and be bound by the insurance and indemnity provisions set forth in Exhibit B attached hereto and incorporated by this reference. In addition, County makes no representation or guarantee as to the applicability of the indemnity provisions set forth in Health and Safety Code Section 33459.3.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first above written.

COUNTY OF SANTA BARBARA,
A political subdivision of the State of California

Campus Icon UCSB
a California limited liability company

By: _____
Doreen Farr
Chair of the Board of Supervisors

By: _____

Name: _____

Its: _____

Date

APPROVED AS TO FORM:
Dennis A. Marshall, County Counsel

APPROVED AS TO FORM:
Bob Geis, Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy Auditor-Controller
Gregory Eric Levin

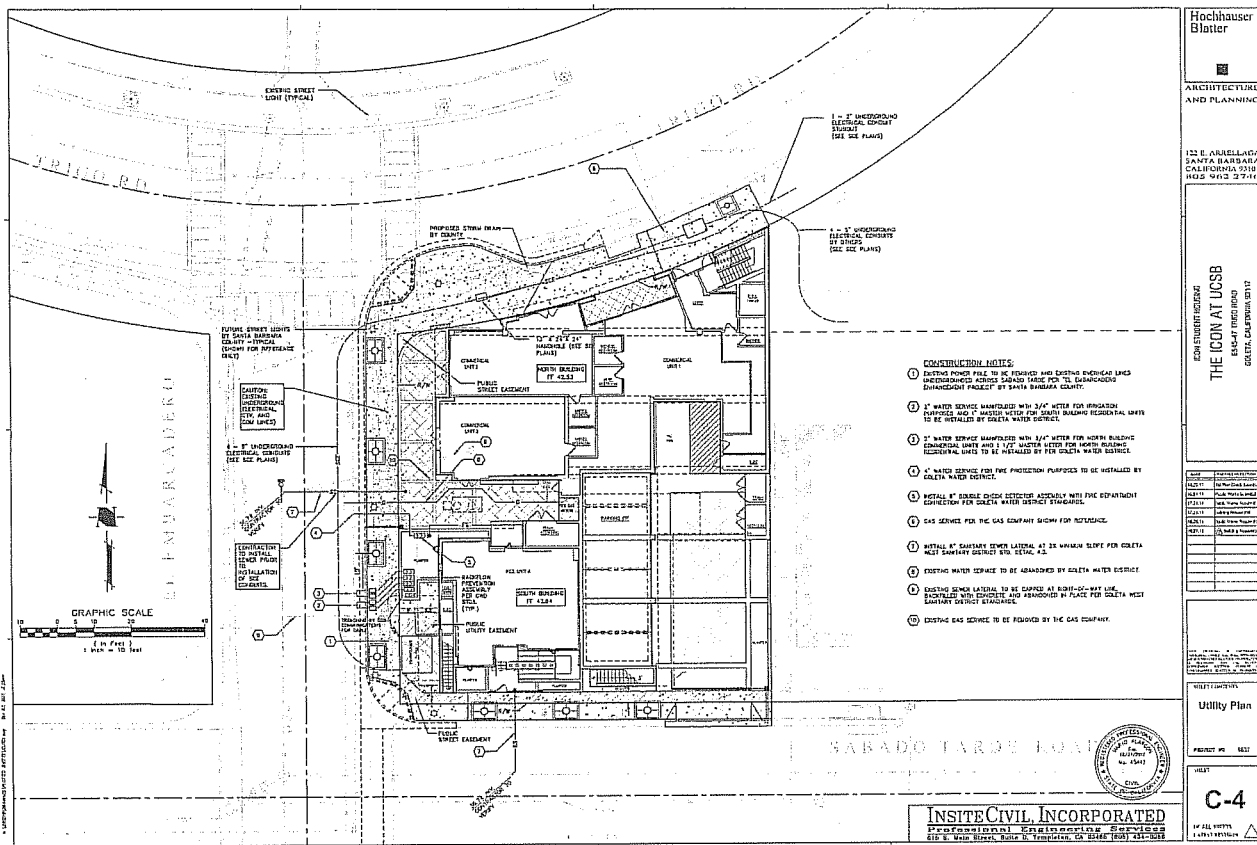
APPROVED AS TO CONTENT
SANTA BARBARA COUNTY
PUBLIC WORKS DEPT.

APPROVED AS TO FORM
SANTA BARBARA COUNTY
RISK PROGRAM
ADMINISTRATOR

By: _____
Mark Paul, Deputy Director

By: _____
Ray Aromatorio

EXHIBIT A



Hochhauser
Blatter
ARCHITECTURE
AND PLANNING

122 E. ORABELLAGA
SANTA BARBARA
CALIFORNIA 93101
805.962.2711

CONSTRUCTION
THE ICON AT UCSB
EACH-FR PROJECT NO.
CALTECH, CALIFORNIA 93112

NO.	DESCRIPTION	DATE

Utility Plan

PROJECT NO. 1001

C-4

INSITE CIVIL, INCORPORATED
REGISTERED PROFESSIONAL ENGINEERS
201 E. MAIN STREET, SUITE 200, THERMIDON, CA 94593 925-385-2828

02 SITEWORK - RDA REIMBURSABLE

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT COST</u>	<u>TOTAL</u>
ICON OFFSITES - PREVAILING WAGE				
SUPERVISION	5.00	WKS	\$1,200.00	\$6,000
PROJECT MANAGEMENT	2.00	WKS	\$400.00	\$800
ADMIN/ A/P, PAYROLL MGMT	1.00	WKS	\$346.15	\$346
MATERIALS STORAGE/STAGING	1.00	LS	\$325.00	\$325
TEMPORARY TOILETS	1.50	MOS	\$85.00	\$128
TEMPORARY WATER	1.50	MOS	\$225.00	\$338
TEMPORARY POWER	1.50	MOS	\$60.00	\$90
TRAFFIC CONTROL/BARRICADES	1.00	LS	\$1,800.00	\$1,800
OFFSITE DEMO	1.00	LS	\$8,300.00	\$8,300
CONSTRUCTION CLEAN UP	1.50	MOS	\$800.00	\$1,200
BINS/DUMPTSERS	1.50	MOS	\$750.00	\$1,125
SURVEY	1.00	LS	\$7,800.00	\$7,800
APPROACH AT SABADO TARDE	1.00	LS	\$3,300.00	\$3,300
CURB & GUTTER	187.00	LF	\$27.01	\$5,050
A/C PATCH BACK AT SABADO TARI	1.00	LS	\$9,180.00	\$9,180
TREE WELLS WITH GRATES	8.00	EA	\$1,537.50	\$12,300
IRRIGATION TO TREE WELLS	8.00	EA	\$275.00	\$2,200
TREES	8.00	EA	\$900.00	\$7,200
H/C RAMPS	2.00	EA	\$2,100.00	\$4,200
CITY SIDEWALK	2,760.00	SF	\$6.75	\$18,630
SUBTOTAL OFFSITES				\$90,311
PROFIT & OVERHEAD				\$5,419
INSURANCE				\$903
BOND				\$1,806
TOTAL OFFSITE BUDGET				\$98,439

EXCLUSIONS TO ABOVE BUDGET

- 1 Permits and Fees
- 2 SWPPP Preparation or Implimentation
- 3 Underground or unforeseen conditions
- 4 Potholing for existing utilities
- 5 Any work not shown on approved plans

EXHIBIT B

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts NOT requiring professional liability insurance

INDEMNIFICATION

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverage is to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.
2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all

subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and non-contributory to the full limits stated in the declarations, and if the COUNTY has other valid and collectible insurance for a loss covered by this policy, that other insurance shall be excess only."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY'S risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.