

Attachment A

Board Contract Summary

BC _____

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: Auditor-Controller Intranet Policies->Contracts.

D1.	Fiscal Year	2016-2017
D2.	Department Name	Public Works
D3.	Contact Person	Martin Wilder
D4.	Telephone	x8755

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Engineering services to design pipelines, tank, pumps.
K3.	Department Project Number	RWDPH4
K4.	Original Contract Amount	\$ 357,738
K5.	Contract Begin Date	May 9, 2017
K6.	Original Contract End Date	June 30, 2018
K7.	Amendment? (Yes or No)	
K8.	- New Contract End Date	
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	\$
K11.	- Total Previous Amendment Amounts	\$
K12.	- Revised Total Contract Amount	\$

B1.	Intended Board Agenda Date	May 9, 2017
B2.	Number of Workers Displaced (if any)	
B3.	Number of Competitive Bids (if any)	
B4.	Lowest Bid Amount (if bid)	
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	

F1.	Fund Number	2870
F2.	Department Number	054
F3.	Line Item Account Number	8200
F4.	Project Number (if applicable)	
F5.	Program Number (if applicable)	
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	

V1.	Auditor-Controller Vendor Number	062704
V2.	Payee/Contractor Name	Stantec, Inc.
V3.	Mailing Address	2646 Santa Maria Way, Suite 107
V4.	City State (two-letter) Zip (include +4 if known)	Santa Maria, CA 93455
V5.	Telephone Number	285-9093
V6.	Vendor Contact Person	Autumn Glaeser
V7.	Workers Comp Insurance Expiration Date	May 1, 2018
V8.	Liability Insurance Expiration Date	May 1, 2018
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	

V11 Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date: 4-18-17 Authorized Signature: Martin Wilder

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT (hereafter Agreement) is made by and between the Laguna County Sanitation District, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California (hereafter DISTRICT) and Stantec, Incorporated with an address at 2646 Santa Maria Way, Suite 107, Santa Maria, CA 93455 (hereafter ENGINEER) wherein ENGINEER agrees to provide and DISTRICT agrees to accept the services specified herein.

WHEREAS, ENGINEER represents that it is specially trained, skilled, experienced, and competent to perform the special services required by DISTRICT and DISTRICT desires to retain the services of ENGINEER pursuant to the terms, covenants, and conditions herein set forth;

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

1. DESIGNATED REPRESENTATIVE

Martin Wilder, P.E. at phone number (805) 739-8755 is the representative of DISTRICT and will administer this Agreement for and on behalf of DISTRICT. Brianna Daniels, P.E. at phone number (805) 925-2345 x111 is the authorized representative for ENGINEER. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

To DISTRICT: Martin Wilder, P.E.
Laguna County Sanitation District
620 West Foster Road
Santa Maria, CA 93455
Ph: (805) 739-8755
Fax: (805) 739-8753
Email: mwilder@cosbpw.net

To ENGINEER: Brianna Daniels, P.E.
Stantec, Incorporated
2646 Santa Maria Way, Suite 107
Santa Maria, CA 93455
Ph: (805) 925-2345, x111
Fax: (805) 925-1539
Email: brianna.daniels@stantec.com

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

3. SCOPE OF SERVICES

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

4. TERM

ENGINEER shall commence performance on upon execution of agreement and end performance upon completion, but no later than June 30, 2018 unless otherwise directed by DISTRICT or unless earlier terminated.

5. COMPENSATION OF ENGINEER

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

ENGINEER shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. DISTRICT shall not be responsible for paying any taxes on ENGINEER's behalf, and should DISTRICT be required to do so by state, federal, or local taxing agencies, ENGINEER agrees to promptly reimburse DISTRICT for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. DISTRICT PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. **TERMINATION**

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

20. **SECTION HEADINGS**

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

21. SEVERABILITY

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

22. REMEDIES NOT EXCLUSIVE

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

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

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

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

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Agreement for Services of Independent ENGINEER between the Laguna County Sanitation District and Stantec, Incorporated.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

DISTRICT:

Joan Hartmann

By: _____
Deputy Clerk

By: _____
Chair, Board of Directors


Date: _____

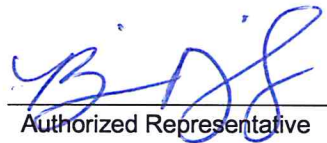
RECOMMENDED FOR APPROVAL:

Public Works Department

ENGINEER:

Stantec, Incorporated

By: 
Department Head
Scott D. McGolpin, P.E.

By: 
Authorized Representative
Name: Brianna Daniels
Title: Principal Engineer


APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy County Counsel

By: 
Deputy

APPROVED AS TO FORM:

Risk Management
Ray Aromatorio

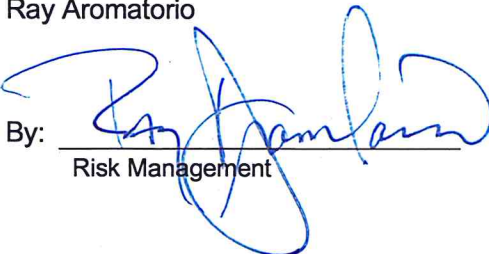
By: 
Risk Management

EXHIBIT A
STATEMENT OF WORK



March 24, 2017
File: N/A

Attention: Mr. Martin Wilder
County of Santa Barbara
Laguna County Sanitation District
620 West Foster Road
Santa Maria, CA 93455

Dear Mr. Wilder,

Reference: Phase 4 Recycled Water Conversion at Waller County Park Scope of Work

We are pleased to submit this scope of work to provide engineering and survey services for the Phase 4 recycled water conversion at Waller County Park. Thank you for meeting with us to discuss the final scope of work. It is our understanding that special services for environmental, geotechnical, coating, and SCADA development and PLC programming will be performed by others and managed under a separate contract by the district.

1 Project Understanding

Laguna County Sanitation District (District) operates a wastewater reclamation plant located in Orcutt, California. Wastewater is treated to the tertiary level and distributed via a pump station located at the plant. In 2000, CH2MHill was hired to perform a market analysis for recycled water and future potential users.

Waller Park was listed as a potential user based on an annual demand of 260 acre feet per year (AFY). In addition, Waller Park has room to construct storage onsite. Waller Park currently irrigates with water from their own on-site well, located on the western side of the park. The existing site has a small tank, followed by a series of bladder tanks that are used to maintain pressure in the system. Based on information from the park facilities manager, the maximum day demand is estimated to be approximately 800,000 gpd, operating at an average flow rate of 900 gpm from sundown to sunrise.

The District would like to convert the park's irrigation to recycled water. Addition of a steel above ground storage tank near the connection to the park's irrigation system, a pump station to pressurize the irrigation system, and controls will make recycled water the primary irrigation source. Maintaining the existing well provides a backup supply and provides redundancy to the system. The existing plumbing is primarily a dual plumbed system, with the well water providing irrigation and the City of Santa Maria providing domestic drinking water. The separation between these pipes may not meet current health code standards and an exception may be required from the Department of Public Health. This could involve some additional protection measures at potable water supply locations, such as drinking fountains.



Reference: Phase 4 Recycled Water Conversion at Waller County Park Scope of Work

2. Scope of Work

2.1 Task 1 - Project Management

Stantec will conduct project management activities to ensure adherence to scope, schedule, and budget; promote efficient communication between the design team, District, and others as required; and implement an effective quality assurance/quality control (QA/QC) program.

2.1.1 PREPARATION OF PROJECT STATUS REPORTS

Stantec will prepare monthly status reports to maintain the appropriate level of communication with District and keep the project moving per schedule.

2.1.2 MEETINGS AND WORKSHOPS

Stantec will organize, attend, and conduct meetings and workshops as required. For each meeting or workshop, we will prepare and submit meeting agendas for District's review and concurrence at least five days prior to the meeting. After the meeting, we will prepare draft and final minutes, and submit them to District within one week of the meeting.

Table 1 – Meeting Descriptions

Meeting/Workshop	Description
General project management and design development meetings	Up to five (5) one-hour meetings
Site Visits	Up to three (3) one-hour visits
Coordination activities with jurisdictional agencies and project stakeholders including, but not limited to, County of Santa Barbara Parks and Recreation, Santa Maria Airport District, and Airport Specific Plan stakeholders.	Up to five (5) two-hour meetings
Preliminary Design Workshop	One (1) two-hour meeting
Present 60% design, discuss District's comments, and discuss how the outstanding items were addressed	One (1) two-hour meeting



March 24, 2017
 Mr. Marfin Wilder
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Reference: Phase 4 Recycled Water Conversion at Waller County Park Scope of Work

Present 90% design, discuss District's comments, and discuss how the outstanding items were addressed	One (1) two-hour meeting
Present 100% design, discuss District's comments, and discuss how the outstanding items were addressed	One (1) two-hour meeting

2.1.3 QUALITY ASSURANCE/QUALITY CONTROL

Stantec will develop and implement proven QA/QC measures throughout the project to ensure ongoing and consistent quality control throughout all project phases. As part of the QA/QC measures, Stantec will capture comments from review meetings and submittals, and thoroughly check the work product to ensure that comments are addressed.

2.2 Task 2 – Preliminary Design

Stantec will perform the following subtasks as part of the preliminary design phase. The subtasks will be documented and compiled into a Preliminary Design Report (PDR) as summarized below.

2.2.1 BACKGROUND INFORMATION

2.2.1.1 Meet with stakeholders

The 30 percent design plans have been previously prepared. We will work with the District to meet with the stakeholders listed above in Table 1 to review the alignment and obtain their feedback prior to preparing the design. This effort will include coordination with the Airport Specific Plan.

2.2.1.2 Evaluate Existing Facilities

We will work closely with the District and Park Maintenance staff to evaluate and review the existing facilities and the operation of them. We anticipate the use of the existing irrigation well as a redundant water supply in the event the District needs to take the recycled water tank and/or pump station out of service for maintenance. We will assess the existing system and provide a valve recommendations and reduced pressure backflow assemblies to meet Title 17 requirements. We recommend obtaining conceptual approval from Environmental Health Services based on schematic drawings during this phase of the project to allow for design modifications, if needed. We anticipate up to one (1) round of comments to incorporate into the design during this conceptual approval process.

We have included a licensed landscape architect, Steve Cook, on our team to evaluate the existing irrigation system and provide recommendations for converting the system to recycled



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Mr. Martin Wilder
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Reference: Phase 4 Recycled Water Conversion at Waller County Park Scope of Work

water. We will evaluate the existing operation of the well, pump and tanks onsite currently serving the irrigation needs.

We understand there are drinking fountains throughout the park. We will evaluate this system to verify that the City of Santa Maria serves them. We will work with Environmental Health Services (EHS) to verify the potable water system will meet the criteria set forth for converting the park irrigation to recycled water. We anticipate the separation of the potable water lines and the park irrigation lines may not meet the required separation criteria for recycled water and may need a waiver from EHS. If a waiver cannot be obtained, additional scope will be provided to meet these requirements. At this time, we assume all required signage will be performed by the County Parks Department.

2.2.1.3 Data collection and Research

We will perform a thorough record search utilizing the USA Dig Alert database and available record drawings. Using the USA Dig Alert database and our contacts with the various agencies, we will request all available as-built data, and request information on existing facilities and any future planned projects (within the next 5 years) in the area that may potentially impact the proposed construction schedule.

We will keep an active tracking log of all our requests and data received, including when and what was received. We will catalog the data received according to utility location and type/size.

We will review the available as-built drawings, field reports and maintenance logs from the District and County Parks operation staff.

2.2.2 DETERMINE DESIGN PARAMETERS

In order to scope the work, we have included our assumptions for the design below:

1. The pump station will not be enclosed within a building and architectural design is not required. We are proposing to design a shade structure for the equipment.
2. The recycled water storage tank will have a separate inlet and outlet.
3. The recycled water storage tank will be an above grade welded steel tank.
4. We will provide a ring wall foundation and equipment maintenance pad designs.
5. The tank will fill during the day and irrigation will take place during night hours or per Title 17 and 22 regulations.
6. The tank and pump station will be enclosed in a fence.



March 24, 2017
Mr. Martin Wilder
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Reference: Phase 4 Recycled Water Conversion at Waller County Park Scope of Work

7. The District will own and operate the tank and pump station. There will be a reduced pressure backflow and meter at the start of the County Parks equipment.

2.2.2.1 Preliminary Potential Future Users Analysis

We will work with the District to set up a meeting with each potential user to understand their future recycled water needs. We anticipate the following users as potential future users north of Waller Park served from this project:

- Eastern side of the Santa Maria Airport District
- Okonite
- Hagerman Sports Complex
- Santa Maria Country Club Resort

We will work with the District to include design considerations for serving these users in the future.

2.2.2.2 Hydraulic Analysis and Pump Selection

We will perform a hydraulic analysis to confirm the required pipeline size(s), pump station capacity, pump design/selection and other facilities required for the project. We will evaluate the additional potential users located within the vicinity of Waller Park and provide future recommendations to allow for expansion of the system to these other users.

Our analysis will be performed by creating a hydraulic computer model in Bentley Water Gems modeling software. This will allow us to understand the different diurnal patterns of the supply and demands, and plan for future users.

The operating conditions for the pump station will be different based on the varying irrigation demands throughout the seasons. Stantec will provide detailed analysis for the range of operating conditions to efficiently design the intended operations of the pump station. It is our understanding the District will maintain and own the proposed pump station, but will be operated based on the parks needs and the availability of recycled water on site as the only user supplied. We will also evaluate the use of the existing well and pump station as a redundant source of water to be used during maintenance events for the District and times during which the demands for recycled water surpass the availability.

Stantec will, in coordination with the District through workshop settings, identify, develop, and evaluate up to three (3) different pump selection alternatives. Our pumping alternatives will include the use of VFD's as an option.



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The Hydraulic Analysis and Pump Selection subtask work identified herein will culminate in a Technical Memorandum (TM) that documents proposed pump selection alternatives, associated costs, and other information that we find relevant to the subtask.

2.2.3 SITE MASTER PLAN

Stantec will provide detailed site layouts for the proposed tank, pump station, electrical equipment, shade structures, pipelines, access roads, and all the existing facilities at the site. Site security and lighting will also be incorporated for the overall site.

To maximize efficiency, we propose to perform a cursory review of up to three (3) layout options, and discuss these three (3) with the District and County of Santa Barbara Parks Maintenance in a workshop setting.

The analysis, assumptions, alternatives discussions, and recommendations for the Site Master Plan subtask will culminate in a Technical Memorandum (TM) that documents proposed site configurations, site constraints, access considerations, potential challenges, exhibits, site options, findings, associated costs, and other information that we find relevant to the Site Master Plan subtask. The TM will include a figure of the three alternatives, and a detailed layout figure will be included for the recommended alternative.

2.2.4 RECYCLED WATER COMPLIANCE

The conversion of the parks irrigation system to recycled water will require compliance with Title 22. We will document the required changes in a TM for use by the District and County Park. It is assumed the District will prepare required use and compliance reporting for the State, including any required signage plan at the park.

2.2.5 PROJECT SCHEDULE

Stantec will prepare a project schedule in Microsoft Project, which will include detailed schedules for both design and construction activities. The schedule will include critical factors impacting the project schedule including implementation and coordination activities to ensure that the project is completed in accordance with the proposed schedule.

2.2.6 OPINION OF PROBABLE COSTS

Stantec will prepare a detailed and itemized opinion of probable construction cost for the proposed facilities.



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2.2.7 PRELIMINARY DESIGN REPORT

A Preliminary Design Report (PDR) will be prepared for the work described above. We will show the final preferred alignment and any alternatives brought out through our team's review. The PDR will summarize the results of the subtasks identified above along with additional design criteria identified by Stantec during the preliminary design.

We understand the alignment may require trenchless design under the Santa Maria Airport District property. In previous meetings with the Airport, they mentioned no permits would be required if our construction stayed outside of their fencing. If during the design review process, permits become a requirement we will provide an additional services request for this work.

Table 2 – PDR Table of Contents

Chapter	Description
1	Introduction
2	Purpose and Background
3	Stakeholder Meeting Summaries
4	Existing and Proposed Site Conditions
5	Preliminary Potential Future Users Analysis
6	Pump Selection and Design
	A. Operational Criteria
	B. Hydraulic Analysis
	C. Pump Selection and Sizing
7	Station Features and Equipment
8	Master Site Plan
	A. Alternatives (Up to 3)
	B. Analysis of Alternatives and Rankings
	C. Proposed Master Site Plan



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9	Electrical
	A. PG&E Requirements
10	Recycled Water Compliance
11	Project Schedule
12	Opinion of Probable Construction Costs

The PDR will be reviewed with the District in a workshop to discuss our assumptions, analysis, and recommendations. The draft PDR will be reviewed by the District and any comments provided will be incorporated, and a final PDR will be prepared. The final plans will be based on the final recommendations approved by the District.

It is our understanding, the District is exempt from the planning process and this project will not require permitting beyond the District or planning review. Any additional scope may result in an additional fee. Environmental analysis (CEQA/NEPA), geotechnical, coatings, and SCADA development and PLC programming services are being provided by others under separate contracts with the District.

2.3 Task 3 – Final Design

2.3.1 SURVEY

2.3.1.1 Topographic Mapping

- Coordinate with aerial mapping company to obtain aerial photography and topographic mapping compiled at a scale of 1-inch equals 40-feet, with a one-foot contour interval as an AutoCAD drawing file.
- Perform a control survey to set and locate aerial ground control targets per the photogrametists requirements. Tie all ground control to the existing Santa Maria Valley Control Network.
- Perform ground-truthing field survey to locate visible surface features related to utilities such as meters, valves, backflow preventers, poles, warning signs, paint marks, exposed pipe sections, etc., not identifiable from aerial mapping, as well as critical design constraints as known at the time of this proposal.



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- Create an AutoCAD base map drawing for the project base map, including a title sheet with surveyor's notes, vicinity map and legend.
- Process ground-truthing survey data to be overlaid or inserted into the AutoCAD base map drawing and label each feature identified in the field.
- Upstream and downstream (in all directions) gravity (storm drain and sanitary sewer) inlets and invert elevations and approximate size of all pipes entering/exiting manholes.
- Deliverables: AutoCAD drawing files via email, posting to FTP site or CD/DVD as appropriate, including a PDF version signed and sealed digitally by a California Licensed Land Surveyor. Hardcopies available upon request.

2.3.1.2 Compiled Boundary Mapping

- Stantec will research County Records to compute basic site boundary geometry without establishing junior/senior rights or adjoining title interest. Resolving boundary issues, such as conflicting descriptions and map miss-closures, are beyond the scope of this proposal. This proposal does not include a boundary establishment survey, setting monuments, or recording maps or records of any kind.
- Review current preliminary title reports and plot all existing easements. It is assumed there are only a few (**up to two**) existing easements in the project area needing to be plotted. Based on the report, we will contact you if a revision to the scope and fee is needed.
- Perform field survey to search for and recover sufficient existing record monuments and record map boundary evidence to relate the existing boundaries to base map topography. The monuments will be tied to the project control survey, and will be used to orient the boundary to the project mapping datum.
- The record map boundary will be added to the AutoCAD drawing base map. A note about how the boundary was computed will be added to the title sheet.

During our work, the discovery of material discrepancies (i.e. dimensional differences from record, monuments of a different type or character, etc.) or the replacement of lost or missing corners triggers the requirement to file a Record of Survey or Corner Record with the County Surveyor as per § 8762 California Business & Professions Code (Professional Land Surveyors Act) which governs the practice of licensed surveyors. An offer by any surveyor to disregard this filing requirement, or failure to meet the filing requirement, is a direct violation of the PLS Act, and subjects the licensed surveyor to disciplinary action by the State. It may also invalidate the work performed by that surveyor and expose you to risk if there was a reliance upon their survey. Should it be determined



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that a Record of Survey is necessary, we will inform you immediately and provide you with a separate scope and fee.

2.3.1.3 Easement Legal Description and Plat Exhibits

Based on preliminary research, we anticipate the need for two (2) new legal descriptions to secure the new right-of-way across the Airport, Skyway Drive and County Park property. Stantec will prepare legal description exhibits for the subject areas and corresponding plat map exhibits, to be attached to a deed prepared by others. Based upon the understanding of the project, two (2) sets of documents are needed. This scope is excluded from our fee. We anticipate providing a fee for this work after the final easement information is determined and agreed upon by the land owners and the district.

2.3.2 BASE MAP PREPARATION

We will prepare a base map based on our data collection efforts in addition to our topographical mapping.

2.3.3 POTHOLE LOCATION RECOMMENDATION

During the base map preparation, there may be critical utility crossings that require additional investigation. We will prepare a pothole location recommendation along the proposed alignment and work with the District to determine the final approach. We assume the District will perform the potholing work, if deemed necessary. If potholing is performed, we will add this information into the base map, we assume up to ten (10) pothole locations for this scope of work.

2.3.4 PHASE III PLANS

The Phase III plans have been designed and are awaiting funding for construction but are more than likely not going to be constructed within the period needed for Phase IV to connect. To connect the Phase IV improvements to the treatment plant, a portion of these plans will need to be included in the final bid set. We will incorporate the necessary plan sheets into one comprehensive plan set and adjust details as necessary to reflect the anticipated order of construction.

2.3.5 PLANS AND SPECIFICATIONS

We will prepare construction plans and CSI technical specifications in the District's format. The final design will conform to requirements of Federal, State, and Local codes, ordinances, and regulations, and carry out the concepts agreed upon in the final Preliminary Design Report. Front end specifications will be provided by the District, however, we will coordinate relevant information to compile the final bid package. The construction plans will be prepared for 24" x 36" size sheets. We anticipate submittals of plans and specifications at 60%, 90% and a final bid



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submittal. We anticipate the plan set will include pipeline alignment plan and profile, tank and pump station site plan, structural details including maintenance pads and tank ring foundation wall, mechanical and pumping details, and electrical and control details.

We will meet with the District after each submittal review to discuss the District comments and questions. The comments will be incorporated into the next submittal.

Table 3 – Final Plans

Discipline	Number of Plan Sheets
General	Title sheet and sheet index
Civil	Ten (10) plan and profile sheets, one (1) site plan, one (1) grading plan, and up to three (3) detail sheets.
Mechanical	Up to five (5) sheets for pump station layout Up to six (6) sheets for tank design including piping
Structural	Up to six (6) sheets including details and specifications
Electrical	Up to six (6) sheets

2.3.6 ELECTRICAL/INSTRUMENTATION

Stantec will prepare electrical, instrumentation, and controls drawings, specifications, operational sequence, and method of integrating the proposed facilities into the District's existing SCADA system. Prior to this process, we will meet with the District electrical/automation staff to obtain District's design standards, PLC/SCADA software and hardware, and equipment tagging requirements for incorporation into the design. Stantec will develop and provide the operational scheme and functional descriptions (in plain English) for the District review and approval.

2.3.7 PG&E FINAL SERVICE PLAN

Stantec will coordinate with PG&E early in the design process to obtain the Final Service Plan. This task will include the coordination efforts necessary to communicate the project requirements, address any comments from PG&E, and implement all requirements into the project design.



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2.3.8 OPINION OF PROBABLE COST

Stantec will prepare a detailed and itemized opinion of probable construction cost for the proposed facilities, which will be updated and submitted with each of the design deliverables.

2.3.9 FINAL DESIGN DELIVERABLES

Deliverables will be made as follows:

60% Design Submittal

One (1) 24" x 36" hard copy of the 60 percent submittal and one (1) CD containing a single PDF file of the entire plan set. The submittal will show civil/site, mechanical, and electrical plans. We will show basic mechanical equipment, structural, pipeline alignments, preliminary profiles, and existing utilities at a minimum. We will provide table of contents for Technical Specifications.

90% Design Submittal

One (1) 24" x 36" hard copy of the 90 percent submittal and one (1) CD containing a single PDF file of the entire plan set. We will show each component of the design such as civil, structural, mechanical, electrical and instrumentation. We will show plan, profile, connections, details, and location of appurtenances. Plan and profile drawings and mechanical details/ drawings will be developed to a high level of detail. We will provide PDF copy of 90 percent Technical Specifications.

100% Design Submittal

One (1) 24" x 36" hard copy of the 100 percent submittal, one (1) CD containing AutoCAD files for the entire plan set, and one (1) CD containing a single PDF file of the entire plan set. Include complete plans and one (1) CD containing a PDF file of the combined files and all MS Word files used in the preparation of the Technical Specifications.

One (1) full size final stamped and signed reproducible plan set on mylar and one (1) original signed Project Manual for the District's signatures.



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3 Services Not Included

The following services and all other services not specifically listed herein are excluded:

1. Governmental and public agency fees, cost of bonds and taxes.
2. Agency agreements.
3. Private irrigation system design improvements.
4. Potable Water System upgrades.
5. Well system upgrades, except bypass connection detail.
6. Irrigation and Landscape Plans. If during the final design, landscape plans are required, we would be happy to submit a proposal for this work.
7. Corrosion protection Design for the tank. If during the final design, corrosion protection design is required, we will be happy to provide a proposal for this work.
8. No additional water quality, strainers, chemicals will be needed at this site. We assume all water quality will be addressed at the treatment plant.
9. Geotechnical investigations.
10. Environmental reports.
11. Permitting.
12. FAA coordination.
13. Rates analysis.
14. Construction phase engineering support services. We would be happy to submit a proposal for these services after the project has been designed and the construction duration is determined.
15. Record drawings. We would be happy to submit a proposal for these services after the project has been constructed.
16. Title Company reports, services, and fees.
17. Sub-surface utility detection or potholing services.
18. Preparation of grant documents beyond the construction documents included in this proposal. We would be pleased to submit a proposal for grant assistance if requested by the District.
19. Services by consultants other than Stantec.
20. Services beyond the scope of this proposal.

4 Client to Provide

Client shall provide the following items to Stantec:

- Record drawings of existing District Facilities within the proposed alignment.



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5 Proposed Fee and Method of Payment

Our proposed services will be performed on a time and materials, not to exceed basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical, and clerical support services provided by Stantec. "Materials" include all reimbursable expenses, such as photocopies, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees. Our current fee schedule is attached.

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services will be approximately as follows:

Task 1 – Project Management	\$29,872
Task 2 – Preliminary Design	\$90,274
Task 3 – Final Design	\$237,592
Total	\$357,738

Our charges will not exceed the above fee estimate without your prior authorization. Stantec reserves the right to reallocate budget between the tasks if necessary provided the overall total is not exceeded.

We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. During the performance of our services, the need for additional or expanded services may be determined. We will make every reasonable effort to keep you informed of our progress and costs incurred.

6 Additional Services

Services performed outside the scope of this agreement require written approval prior to performance of the work. Any work requested by the District that is outside the scope of this agreement will be identified by Stantec as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Exhibit "A", Stantec's Billing Rate Schedule currently in effect.

7 Authorization to Proceed

Should you require additional information or wish to discuss this proposal further, please give me a call at (805) 285-9093. If this proposal is satisfactory, please provide a District contract.

Thank you for considering Stantec for this project.



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Regards,

Stantec Consulting Services Inc.

A handwritten signature in cursive script that reads "Autumn Glaeser".

Autumn Glaeser
Project Manager
Phone: (805) 285-9093
Autumn.Glaeser@stantec.com

A handwritten signature in cursive script that reads "Brianna Daniels".

Brianna Daniels
Principal Engineer
Phone: (805) 925-2345 x111
Brianna.Daniels@stantec.com

Attachment: 2017 Billing Rates

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SCHEDULE OF BILLING RATES – 2017

Billing Level	Hourly Rate	Description												
1	\$60	Entry-level position <input type="checkbox"/> Works under the supervision of a senior professional <input type="checkbox"/> Recent graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, less than four years' experience												
2	\$68													
3	\$78	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience												
4	\$87													
5	\$95													
6	\$105	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience												
7	\$113													
8	\$122													
9	\$131	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience												
10	\$141													
11	\$152													
12	\$166	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience												
13	\$178													
14	\$191													
15	\$201	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience												
16	\$221													
17	\$257													
18	\$300	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience												
19	\$325													
20	\$361													
21	\$397													
Survey Crews		<table border="1"> <thead> <tr> <th>Crew Size</th> <th>Regular Rate</th> <th>Overtime Rate</th> </tr> </thead> <tbody> <tr> <td>1-Person</td> <td>\$210</td> <td>\$250</td> </tr> <tr> <td>2-Person</td> <td>\$285</td> <td>\$370</td> </tr> <tr> <td>3-Person</td> <td>\$395</td> <td>\$520</td> </tr> </tbody> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$210	\$250	2-Person	\$285	\$370	3-Person	\$395	\$520
Crew Size	Regular Rate	Overtime Rate												
1-Person	\$210	\$250												
2-Person	\$285	\$370												
3-Person	\$395	\$520												

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For ENGINEER services to be rendered under this Agreement, ENGINEER shall be paid a total contract amount, including cost reimbursements, not to exceed \$357,738.
- B. Extra work required to complete to scope of services may be authorized only if ENGINEER receives written approval by the Public Works Director or designated representative in paragraph 1 of the Agreement at the same billing rates per unit as included in the Fee Estimate of Exhibit A. The total amount of this contingency is \$30,000.
- C. Payment for services and /or reimbursement of costs shall be made upon ENGINEER's satisfactory performance, based upon the scope and methodology contained in EXHIBIT A as determined by DISTRICT.
- D. Monthly, ENGINEER shall submit to the DISTRICT DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. DISTRICT DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. DISTRICT shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from ENGINEER.
- E. DISTRICT's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of DISTRICT's right to require ENGINEER to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements For Design Professional Contracts

INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES

ENGINEER agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by DISTRICT on account of any claim except where such indemnification is prohibited by law. ENGINEER's indemnification obligation applies to DISTRICT's active as well as passive negligence but does not apply to DISTRICT's sole negligence or willful misconduct.

INDEMNIFICATION PERTAINING TO DESIGN PROFESSIONAL SERVICES

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if ENGINEER has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the ENGINEER'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

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

DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the ENGINEER's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, DISTRICT has the right but not the obligation or duty to terminate the Agreement.
9. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the ENGINEER must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.
10. **Special Risks or Circumstances** – DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. ENGINEER agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of DISTRICT.