

BC 11-085

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the **Santa Barbara Water Agency**, a political subdivision of the State of California (hereafter COUNTY) and **Dudek**, having its principal place of business at 621 Chapala Street, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Matt Naftaly at phone number (805) 568-3542 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Tom Evans at phone number (805) 963-0651 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Matt Naftaly, Santa Barbara, County Water Agency, 123 E. Anapamu Street, Suite 240, Santa Barbara, CA 93101

To CONTRACTOR: Tom Evans, Dudek, 621 Chapala Street, Santa Barbara, CA 93101 or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on April 19, 2011 and end performance upon completion, but no later than May 31, 2013 unless otherwise directed by COUNTY or unless earlier terminated.

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

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement,

shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

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

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

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **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.

19. **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.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

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

23. **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.

24. **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.

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

26. **CALIFORNIA LAW.** 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.

27. **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.

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

29. **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 Contractor between the **Santa Barbara County Water Agency** and **Dudek**.

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

SANTA BARBARA COUNTY WATER AGENCY

By: _____
Chair, Board of Directors

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR
Dudek

By: _____
Deputy

By:  **Dudek**
Frank Dudek
Title: 3/18/11 **President**

SocSec or TaxID Number: 95-3873865

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

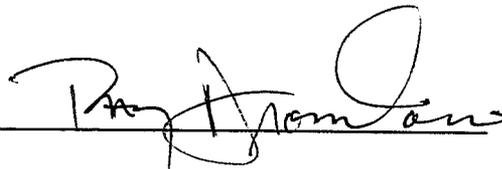
APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By:  _____
Deputy County Counsel

By:  _____
Deputy

Dept: 054
Fund: 3050
Acct: 8700
Program: 3013

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By:  _____

DUDEK

621 CHAPALA STREET
SANTA BARBARA, CALIFORNIA 93101
T 805.963.0651 F 805.963.2074

EXHIBIT A STATEMENT OF WORK

March 2, 2011

Matt Naftaly, Water Agency Manager
Santa Barbara County Water Agency
123 East Anapamu Street
Santa Barbara, CA 93101

Subject: Proposal for Engineering Services for Tank Replacement Project and Grant Administration Support Services for Component 4 of Grant Agreement 08-613-550 (Proposition 50 funding) – REVISED March 3, 2011

Dear Mr. Naftaly,

Presented herewith is our proposal for services for the design and implementation of the water storage tank replacement for the community of Casmalia and grant administration services in association with Component 4 of State Grant Agreement 08-613-550 under Proposition 50. The Scope of Work below lists the series of discrete tasks that Dudek will complete pursuant to the requirements of the Grant Agreement and State Water Resources Control Board. In addition, Dudek also realizes the need to include the Casmalia Community Services District (CCSD) Board in the process, as they are the owners of the facilities being modified. Listed below are the tasks required of us, based on our understanding of what is needed to be done. Task 1a – Project Administration and Management has been omitted from Dudek's proposal for services since these will be the responsibility of the County of Santa Barbara Water Agency.

Task 1b – Project Administration and Management – On-going - Dudek

This task includes overall grant administration as well as costs for the design engineer, contract management, solicitation for construction bids, awarding of the contract, ongoing interaction with the CCSD Board and the SBCWA. These tasks will be carried out by Dudek.

Task 1b - Project Administration and Management - Cost Breakdown

Task	# of Hours	Rate/Hour	Total Cost
Contract Management (PE)	40	\$170/hr	\$6,800
Contract Management (Clerical)	20	\$75/hr	\$1,500
Advertise & Procure Construction Bids (PE*)	30	\$170/hr	\$5,100
Advertise & Procure Construction Bids (Clerical)	8	\$75/hr	\$600
Award Construction Contract & Prepare NTP (PE)	30	\$170/hr	\$5,100

Award Construction Contract & Prepare NTP (Clerical)	10	\$75/hr	\$750
District Support including attendance at 5 Casmalia CSD Board Meetings, Preparation of Board Items, Memos and Letters germane to the Project & Communication	50	\$170/hr	\$8,500
Direct Costs (mileage, copies)			\$180
Grand Total Task 1b	188		\$20,530

*PE=Project Engineer

Task 2 – Environmental Compliance – Completed under CDBG – NEPA and CEQA Consultation with VAFB Required Pursuant to Revised Project Description

In 2008, a CEQA Categorical Exemption was prepared for the original project and a Notice of Exemption (NOE) was filed with the Santa Barbara County Clerk’s Office on January 9, 2009. On March 17, 2009, the District received confirmation of NEPA Categorical Exemption Status for the project in the area where a license agreement has been granted from the Vandenberg Air Force Base to the District; the tank is located within this license agreement area. Since the revised project does not significantly differ from the project that is now being proposed, the previous environmental documentation suffices, however, a minimal amount of work is required to notify VAFB of the minor revisions to the tank project and obtain their concurrence and verification.

Task 2- CEQA/NEPA Compliance – Cost Breakdown

Task	# of Hours	Rate/Hour	Total Cost
Call and/or correspondence with VAFB on the revised project description	5	\$140/hr	\$700
Grand Total Task 2	5	\$140/hr	\$700

Task 3 – Permitting - County Grading Permit required

Previously, the District did not obtain a grading permit for the project. In association with the project, a County grading permit is required for grading associated with the tank site and the access road. In order to obtain the permit, a Grading Permit Application is will be filled out and submitted to the Building Department, County Planning and Development. This will require a meeting with the permitting authority and a meeting with County staff for a Grading Plan Check. In addition, one County site inspection will be required.

Right-of-Way clearance was previously obtained by Vandenberg Air Force Base, however, discussion and/or correspondence with the Base is necessary to communicate the minor revisions to the project and ensure that both are aware of and complicit with the project as revised. Please note also, that the

budget does not include cost associated with the actual cost of the application, issuance of grading permit and all County and State fees which are estimated to be at least \$3,000.

Task 3 –Grading Permit and Right-of-Way Clearance – Cost Breakdown

Task	# of Hours	Rate/Hour	Total Cost
Fill out Grading Permit Application/Submit to County	2	\$140/hr	\$280
Meet/discuss with County Staff on Grading Plan Check	2	\$140/hr	\$280
Right-of Way Clearance	1.5	\$140/hr	\$210
Grand Total Task 3	5.5	\$140/hr	\$770

Task 4 – Design/Engineering

Provision of topographic survey, utilization of existing geotechnical report by Earth Systems, development of plan set and specifications based on Standard Specifications for Public Works Construction (Green Book), preparation of a bid package that is ready to advertise, clarifications during the bidding process and bid award.

Task 4 – Design/Engineering – Cost Breakdown

Task	# of Hours	Rate/Hour	Total Cost
Provision of Topographic Survey	Sub-consultant		\$10,000
Review existing Geotechnical Report (PE*)	10	\$170/hr	\$1,700
Set Up Plan Base Sheets (CAD**)	100	\$115/hr	\$11,500
Add Design Layer (PE)	30	\$170/hr	\$5,100
Add Design Layer (CAD)	100	\$115/hr	\$11,500
Development of Specifications Package (PE)	13	\$170/hr	\$2,200
Development of Specifications Package (Clerical)	30	\$75/hr	\$2,250
Direct Costs (printing, copies)			\$740
Grand Total Task 4	283		\$45,000

*PE=Project Engineer

**CAD= CAD Tech

Task 5 – Tank Site Preparation and Construction

This task includes site preparation and tank construction. Any site access improvements and procurement will be included in this task as well. Temporary water storage may be needed. The work items associated will be the responsibility of the construction contractor. Items include setting up temporary storage, demolition of the existing tank, clearing, grubbing and compacting the site,

installation of new tank, switchover of connections, pavement of access road and installation of fencing, The associated budget (below) is estimated and was based upon the previous bid package and Dudek's experience with similar projects. It represents a very good, grounded understanding of what is necessary and an understanding of the costs. However, actual costs will not be known until the project goes out to bid. As such, the contingency budget is necessary in order to cover any material costs which may be more expensive in the future as compared to right now, for example. Note that the budget will be adjusted once a bid is accepted and actual costs are know.

Task 5 – Tank Site Preparation and Construction – Cost Breakdown

Task	Cost
Mobilization/De-Mobilization, Bonds, Insurance	\$70,000
Demolition, Clearing and Grubbing	\$25,000
Earthwork (including overexcavation)	\$25,000
Buried Piping, Valves to Tank Site and Connection	\$22,000
Access Road Grading	\$3,000
Stormwater Pollution Prevention	\$3,000
Tank Ring Footing	\$25,000
Site Piping (above and below ground)	\$31,000
Roadway Base and Paving Markers	\$51,000
Tank Site Concrete and Asphalt	\$25,000
Temporary Water Storage	\$37,000
Storage Tank and Appurtenances	\$118,000
Cathodic Protection System	\$11,000
Fencing	\$18,000
Hydroseeding	\$3,000
Grand Total Task 5	\$467,000

Task 6 – Project Implementation Monitoring and Reporting

This task includes any necessary reporting and submittals, as well as miscellaneous project implementation costs. Final reporting and closeout will be included in this task. CCSD will prepare quarterly reports, a Project Assessment and Evaluation and PAEP Assessment as well as the Draft and Final Component Reports as required by the Grant Agreement. These reports shall be submitted to the Santa Barbara County Water Agency for review, compilation and submittal to the State.

Task 6 – Project Implementation Monitoring and Reporting – Cost Breakdown

Task	# of Hours	Rate/Hour	Total Cost
Construction Observation/Reporting (PE)	30	\$170/hr	\$5,100
Construction Observation/Reporting (RE*)	150	\$140/hr	\$21,000
Review of Payment Requests, Invoicing to State and Progress Reports (PE)	20	\$170/hr	\$3,400
Review of Payment Requests, Invoicing to State and Progress Reports (Planner)	12	\$140/hr	\$1,680
Review of Payment Requests, Invoicing to State and Progress Reports (Clerical)	8	\$75/hr	\$600
Contract Administration (as necessary and appropriate, review of change order requests, etc.) (PE)	20	\$170/hr	\$3,400
Schedule Tracking (RE)	8	\$140/hr	\$1,120
Provision of Labor Compliance Monitoring	20	\$140/hr	\$2,800
Generation of PAEPs, Draft and Final Component Reports	40	\$140/hr	\$5,600
Direct Costs (mileage, lodging)			\$700
Grand Total Task 6	303		\$45,400

* Resident Engineer

Contingency (Other Costs)

As the costs enumerated above are estimates, the project requires a contingency for a number of reasons such as extra fees associated with the grading permit; bids coming in higher than anticipated for the construction of the tank; potential required Board meeting attendance above what is already estimated; potential problems with the construction/paving of the access road.

Utilization of contingency will only be made in the event there is some unforeseen circumstance or cost which has not been considered above. The State will be notified of any differences in estimates and actual costs, and the State will be notified if, when and why contingency funds will be used. Prior authorization of the grant manager for the use of contingency funds will be required.

Contingency Allowance.....\$21,300

Grand Totaled Budget for Tasks 1-6 and Contingency

Task	Total # of Hours	Total Cost
Task 1a & b - Project Administration & Management		\$48,530
Task 2- CEQA/NEPA Compliance	5	\$700
Task 3 – Work associated with issuance of the Grading Permit and Right-of-Way Clearance	5.5	\$770
Task 3 – Grading Permit*	NA	~\$3,000
Task 4 – Design/Engineering	283	\$45,000
Task 5 – Tank Site Preparation and Construction	N/A	\$467,000
Task 6 - Project Implementation Monitoring & Reporting	303	\$45,400
Contingency		\$21,300
Grand Total Tasks 1- 6 & Contingency		\$ 631,700

*The cost of the grading permit shall be borne by the County on behalf of Casmalia CSD

Project Implementation

Timeline

From the time that there has been the authorization to proceed, the project will take about 9 months to implement. This is based on the following steps:

Prepare bid package	2 months
Advertise Project for bid	1 month
Award and sign documents	1 month
Review Contractor submittals	1 month
Tank Fabrication and delivery	2 months
Site prep, install tank and pave access road	2 months
Total	9 months

Given an expected authorization to proceed by April 1st, the project should be in construction by autumn 2011 and completed by January 2012.

This proposal is being made on an estimated, not-to-exceed basis, utilizing a time and materials approach.

As stated, the cost estimate represents our understanding of the project and reflects the level of effort we have expended thus far to accomplish tasks related to the previous version of the project. If further tasks are assigned that are not mentioned within this scope, they would be considered separate task item that would exceed the scope and budget outlined herein, and require authorization of additional budget.

**Component 4 – State Agreement 08-613-550
REVISED**

Budget Tables

Summary Table

Task	Total # of Hours	Total Cost
Task 1a & b - Project Administration & Management		\$48,530
Task 2- CEQA/NEPA Compliance	5	\$700
Task 3 – Work associated with issuance of the Grading Permit and Right-of-Way Clearance	5.5	\$770
Task 3 – Grading Permit*	NA	~\$3,000
Task 4 – Design/Engineering	283	\$45,000
Task 5 – Tank Site Preparation and Construction	N/A	\$467,000
Task 6 - Project Implementation Monitoring & Reporting	303	\$45,400
Contingency		\$21,300
Grand Total Tasks 1- 6 & Contingency		\$ 631,700

**Table 1
Construction Costs**

Task	Total # of Hours	Total Cost
Grading Permit (Task 3- actual County permit)	N/A	~\$3,000
Tank Site Preparation & Construction (Task 5)	N/A	\$467,000
Contingency	N/A	\$21,300
Total		~\$491,300

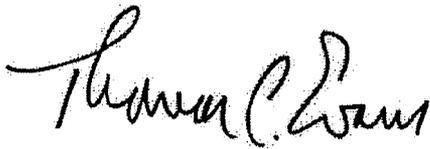
**Table 2
Project Permitting, Administration and Management Costs – Non-County**

Task	Total # of Hours	Total Cost
Project Administration & Management (Task 1b)	188	\$28,530
CEQA/NEPA Compliance (Task 2)	5	\$700
Grading Permit & ROW clearance Coordination (Task 3)	5.5	\$770
Design & Engineering of Tank & Access Road (Task 4)	283	\$45,000
Project Implementation Monitoring & Reporting (Task 6)	303	\$45,400
Total		\$120,400

This proposal is accompanied by Dudek's 2011 Standard Fee Schedule. I hope that this letter proposal provides you with the information you require. We would be happy to discuss any and all parts of the proposal with you. I can be reached at 963.0651 ext. 3529, and Jane Gray can be reached at 963.0651 ext. 3531. If this contract amendment letter proposal is acceptable to you, please sign below and return this to our office at your earliest convenience.

Thank you for your consideration.

Sincerely,



Thomas C. Evans, P.E.
Principal Engineer



Jane Gray
Environmental Planner/Project Manager

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 120,400.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 15% of the agreement amount or \$18,060.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY 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. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

DUDEK
2011 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director	\$225.00/hr
Principal Engineer III.....	\$210.00/hr
Principal Engineer II.....	\$198.00/hr
Principal Engineer I.....	\$190.00/hr
Senior Project Manager.....	\$180.00/hr
Project Manager.....	\$170.00/hr
Senior Engineer III.....	\$160.00/hr
Senior Engineer II.....	\$155.00/hr
Senior Engineer I.....	\$145.00/hr
Project Engineer IV.....	\$135.00/hr
Project Engineer III.....	\$125.00/hr
Project Engineer II.....	\$115.00/hr
Project Engineer I.....	\$100.00/hr
Project Coordinator.....	\$80.00/hr
Engineering Assistant.....	\$75.00/hr

ENVIRONMENTAL SERVICES

Principal	\$225.00/hr
Senior Project Manager/Specialist II.....	\$210.00/hr
Senior Project Manager/Specialist I.....	\$200.00/hr
Environmental Specialist/Planner VI.....	\$180.00/hr
Environmental Specialist/Planner V.....	\$160.00/hr
Environmental Specialist/Planner IV.....	\$150.00/hr
Environmental Specialist/Planner III.....	\$140.00/hr
Environmental Specialist/Planner II.....	\$130.00/hr
Environmental Specialist/Planner I.....	\$120.00/hr
Analyst.....	\$100.00/hr
Planning Research Assistant.....	\$80.00/hr

ARCHAEOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$210.00/hr
Senior Project Manager/Archaeologist I.....	\$200.00/hr
Environmental Specialist/Archaeologist VI.....	\$180.00/hr
Environmental Specialist/Archaeologist V.....	\$160.00/hr
Environmental Specialist/Archaeologist IV.....	\$150.00/hr
Environmental Specialist/Archaeologist III.....	\$140.00/hr
Environmental Specialist/Archaeologist II.....	\$130.00/hr
Environmental Specialist/Archaeologist I.....	\$120.00/hr
Archaeologist Technician II.....	\$70.00/hr
Archaeologist Technician I.....	\$50.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative.....	\$130.00/hr
Construction Inspector III.....	\$125.00/hr
Construction Inspector II.....	\$115.00/hr
Construction Inspector I.....	\$105.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

HYDROGEOLOGICAL SERVICES

Principal	\$220.00/hr
Sr. Environmental Engineer.....	\$190.00/hr
Sr. Hydrogeologist/Sr. Proj Mgr.....	\$170.00/hr
Project Manager.....	\$155.00/hr
Associate Hydrogeologist/Engineer.....	\$140.00/hr
Hydrogeologist IV/Engineer IV.....	\$125.00/hr
Hydrogeologist III/Engineer III.....	\$115.00/hr
Hydrogeologist II/Engineer II.....	\$105.00/hr
Hydrogeologist I/Engineer I.....	\$95.00/hr
Technician.....	\$95.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$175.00/hr
District Engineer.....	\$160.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$85.00/hr
Collections System Manager.....	\$95.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$85.00/hr
Grade III Operator.....	\$80.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$55.00/hr
Collection Maintenance Worker I.....	\$40.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$150.00/hr
Senior Designer.....	\$130.00/hr
Designer.....	\$120.00/hr
Assistant Designer.....	\$115.00/hr
GIS Specialist IV.....	\$150.00/hr
GIS Specialist III.....	\$140.00/hr
GIS Specialist II.....	\$130.00/hr
GIS Specialist I.....	\$120.00/hr
CADD Operator III.....	\$115.00/hr
CADD Operator II.....	\$110.00/hr
CADD Operator I.....	\$95.00/hr
CADD Drafter.....	\$80.00/hr
CADD Technician.....	\$70.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$140.00/hr
Technical Editor II.....	\$125.00/hr
Technical Editor I.....	\$110.00/hr
Publications Assistant III.....	\$100.00/hr
Publications Assistant II.....	\$90.00/hr
Publications Assistant I.....	\$80.00/hr
Clerical Administration II.....	\$80.00/hr
Clerical Administration I.....	\$75.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges. - All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within thirty (30) days from the date of the invoice. Client agrees to pay a monthly late charge equal to one percent (1%) per month of the outstanding balance until paid in full.

EXHIBIT C

for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Design Professional Services:

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.

Indemnification pertaining to Design Professional Services:

CONTRACTOR shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

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 coverages are 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 [above] 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 if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

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.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

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 Program Administrator 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.

**EXHIBIT D
YEAR 2000 DATE CHANGE COMPLIANCE WARRANTY
FOR GOODS AND SERVICES**

---- INTENTIONALLY OMITTED ----

**REMOVED
March 1, 2004**

THIS AGREEMENT DOES NOT INCLUDE EXHIBIT D