

**ATTACHMENT A**

**AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

**THIS AGREEMENT** (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and Fehr & Peers having its principal place of business at 201 Santa Monica Boulevard, Suite 500, Santa Monica, CA (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

### RECITALS

The County and the Contractor had a pre-existing contractual relationship under County Purchase Order contract number CN-10169 wherein the County authorized Contractor to render professional services for the Mission Canyon Community Plan Draft Environmental Impact Report (DEIR) beginning December 7, 2009. Contract number CN-10169 had a not-to-exceed limit of \$80,000. Change Order number 1 was for the Statement of Work, all other terms and conditions remained the same. Change Order number 2 extended the end date to December 31, 2010, all other terms and conditions remained the same. Change Order number 3 extended the end date to June 30, 2011, all other terms and conditions remained the same. Under the contract, \$80,000 has been expended to date and the contract was closed in June 2011. Additional work is required on the Mission Canyon Community Plan DEIR, and this new contract shall provide an additional \$27,510 of funding to complete work on the Mission Canyon Community Plan DEIR project. The parties expressly agree that all obligations and warranties under the prior agreement shall survive unless expressly superseded by this Agreement.

**NOW WHEREAS**, Purchase Order contract number CN-10169 provided prior contractual authorization for Contractor to render professional services on the Mission Canyon Community Plan DEIR project; and

**WHEREAS**, \$80,000 of the \$80,000 not-to-exceed amount under contract number CN-10169 has been expended thus far; and

**WHEREAS**, an additional funding of \$27,510 is necessary to complete work on the Mission Canyon Community Plan DEIR project; and

**WHEREAS**, County and Contractor have agreed that all obligations and warranties under contract number CN-10169 are superseded by this Agreement; and

**WHEREAS**, County and Contractor have agreed to perform their respective duties and obligations as described in this Agreement.

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

1. **DESIGNATED REPRESENTATIVE**. Rosie Dyste at phone number (805) 568-3532 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jill Liu at phone number (805) 458-9916 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: Santa Barbara County  
Planning and Development Department  
123 E. Anapamu Street  
Santa Barbara, CA 93101  
Attn: Rosie Dyste

To CONTRACTOR: Fehr & Peers  
201 Santa Monica Boulevard, Suite 500  
Santa Monica, CA 90401  
Attn: Jill Liu

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 10, 2012 and end performance upon completion, but no later than December 31, 2012 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. Consultant shall not be liable for any modification to documents prepared by Consultant which are made without Consultants advice after delivery to the County, nor shall Consultant be liable for their use by the County without Consultant's consent in project other than the Project.

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.

30. **SUBCONTRACTORS.** CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

31. **HANDLING OF PROPRIETARY INFORMATION.** CONTRACTOR understands and agrees that certain materials which may be provided may be classified and conspicuously labelled as proprietary confidential information. That material is to be subject to the following special provisions:

A. All reasonable steps will be taken to prevent disclosure of the material to any person except those personnel of CONTRACTOR working on the project who have a need to use the material.

B. Upon conclusion of CONTRACTOR's work, CONTRACTOR shall return all copies of the material direct to party providing such material. CONTRACTOR shall contact COUNTY to obtain the name of the specific party authorized to receive the material.

32. **IMMATERIAL CHANGES.** CONTRACTOR and COUNTY agree that immaterial changes to the work program (time frame and mutually agreeable work program changes which will not result in a change to the total contract amount) may be authorized by Planning and Development Director, or designee in writing, and will not constitute an amendment to the Agreement.

33. **NEWS RELEASES/INTERVIEWS.** CONTRACTOR agrees for itself, its agents, employees and subcontractors, it will not communicate with representatives of the communications media concerning the subject matter of this Agreement without prior written approval of the COUNTY Project Coordinator. CONTRACTOR further agrees that all media requests for communication will be referred to COUNTY's responsible personnel.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Fehr & Peers**.

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

COUNTY OF SANTA BARBARA

By: \_\_\_\_\_  
DOREEN FARR Chair  
Board of Supervisors

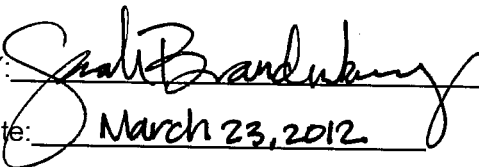
Date: \_\_\_\_\_

ATTEST:

CHANDRA L. WALLAR

CONTRACTOR: Fehr & Peers

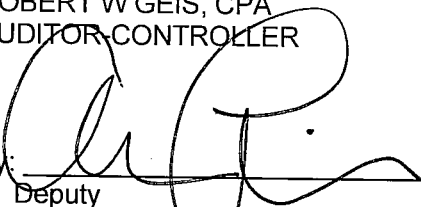
BY: \_\_\_\_\_  
Clerk of the Board

BY:   
Date: March 23, 2012

APPROVED AS TO FORM:  
DENNIS MARSHALL  
COUNTY COUNSEL

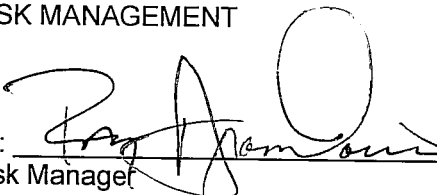
APPROVED AS TO ACCOUNTING FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By:   
Deputy County Counsel

By:   
Deputy

APPROVED AS TO INSURANCE FORM:  
SUPERVISING RISK ANALYST  
RISK MANAGEMENT

Deputy Auditor-Controller  
Gregory Eric Levin  
Advanced and Specialty Accounting

By:   
Risk Manager



**EXHIBIT A**

**STATEMENT OF WORK**

**Fehr & Peers Scope of Additional Traffic Engineering Services**

# FEHR & PEERS

## SCOPE OF ADDITIONAL TRAFFIC ENGINEERING SERVICES

### TRAFFIC STUDY FOR THE MISSION CANYON COMMUNITY PLAN SANTA BARBARA COUNTY, CALIFORNIA

#### SCOPE OF ADDITIONAL SERVICES

Per a request from the County of Santa Barbara staff, the following are additional services beyond the original scope and budget necessary to support the documentation for the proposed Mission Canyon Community Plan (MMCP) Environmental Impact Report (EIR).

#### ***Mandatory Tasks***

##### Task 1. Update to the Baseline Traffic Impact Analysis

The traffic analysis for the DEIR assumed the study contained 1,012 dwelling units under existing baseline conditions and 1,172 units under future conditions with buildout of the MMCP. The County of Santa Barbara staff has since determined that the existing units should not have included the 68 units lost during the Jesusita Fire in 2009, which occurred one month before the Notice of Preparation was published. Per the County's request, Fehr & Peers will revise the traffic analysis to reflect the following assumptions:

- 946 dwelling units under existing baseline conditions
- 225 proposed new dwelling units
- 1,171 under future with buildout of the MMCP

As of January 2012, of the 68 homes destroyed in Jesusita Fire, 24 homes were rebuilt and 13 homes were under construction. Fehr & Peers will confirm with the County staff regarding the traffic assumptions for the baseline conditions prior to any analysis.

The results of the analysis (including preparation of graphics and tables) will be incorporated to the relevant sections in the FEIR, as appropriate. The proposal assumed that the project traffic impact and mitigation measures would remain approximately the same as determined for the DEIR, and no revisions to impacts and mitigation measures would be required. In addition, Task 1 will include the update to Appendix F of the DEIR, the traffic impact analysis for No Project Alternative (2030 without MCCP Conditions).

Per consultation with County staff, Task 1 will not include the changes to the recently approved Mission Canyon Botanic Garden project nor the changes to the proposed Natural History Museum Master Plan. The application for the proposed Master Plan had not been submitted to the County of Santa Barbara at the time when the Notice of Preparation of the Mission Canyon Community Plan was issued on June 17, 2009. Per County staff, the proposed changes to the Natural History Museum will not result in any increase of intensity of visitor use, and the proposed changes to the Botanic Garden will not result in additional net new trips. Therefore, we understand that neither changes to the Natural History Museum Master Plan nor changes to the Botanic Garden Master Plan would affect the conclusions of the traffic impact analysis for the Mission Canyon Community Plan.

## Task 2. Update to Supplemental Traffic Simulation for Fire Evacuation Analysis

Based on consultation with County staff, we will provide a full review of the fire evacuation models and recalibration of the baseline analysis to incorporate the change to the baseline dwelling units.

- **Full review, with recalibration of the baseline conditions:** Fehr & Peers will conduct additional VISSIM traffic simulation models to incorporate the assumed baseline of 946 dwelling units and future conditions with 225 additional dwelling units. The revised baseline VISSIM models will be used to provide a detailed review of the following six evacuation scenarios:
  - Existing Scenario 1 Moderate Intensity (i.e., average residential trip generation rate of 0.5 vehicles per household inbound and one vehicle per household outbound with existing development)
  - Existing Scenario 2 High Intensity (i.e., average residential trip generation rate of 0.5 vehicles inbound and two vehicles outbound, plus additional traffic from the Upper Las Canoas Canyon neighborhoods and full occupancy events at the local venues)
  - 2030 MCCP Buildout Scenario 1 Moderate Intensity
  - 2030 MCCP Buildout Scenario 2 High Intensity
  - 2030 MCCP Buildout Scenario 2 High Intensity with Optimized Traffic Control Plan
  - 2030 MCCP Buildout Scenario 2 High Intensity with Optimized Traffic Control Plan and Spot Widening

## Task 3 – Additional Task to Assist the County with Response to Comments

- **Focused review for selected fire evacuation scenarios:** After baseline is recalibrated, Fehr & Peers will consult with County staff to perform a focused review of the model results for the area south of Foothill Road. This will include possible zone area adjustments and designation of new origin and destination zones in order to address specific questions and concerns about the model results. Fehr & Peers will use the currently developed VISSIM traffic simulation models to provide the focused review for the alternative evacuation routes for a selected zone south of Foothill Road for up to three selected scenarios, which may include the following three previously analyzed scenarios:
  - Existing Scenario (at either Moderate or High Intensity)
  - 2030 MCCP Buildout Scenario (at either Moderate or High Intensity)
  - 2030 MCCP Buildout Scenario (at either Moderate or High Intensity) with Optimized Traffic Control Plan and Spot Widening

## Task 4. Response to Comments on DEIR

Fehr & Peers would help County staff to prepare responses to public comments received on the draft EIR that pertain to traffic impact analysis and supplemental fire evacuation analysis studies. The draft responses would be submitted to the project team for review, and would then be finalized upon receipt of comments. The final responses would be incorporated into the final EIR. For the purpose of preparing this proposal, it is assumed that 10 hours of staff time for up to five comments would initially be required with an additional 30 hours set aside for response to additional comments as contingency to be released by approval of the County.

No new technical analysis would be necessary under this task. If a substantially greater effort is required, adjustments to the study fee may be required.

## **DELIVERABLES**

The results of the traffic impact analysis and the fire evacuation modeling (including preparation of graphics and tables) will be provided to the County staff for review and comments and will be marked as "strike-through" to the previous traffic reports as part of the FEIR documentation. The final report will incorporate the County's comments

## **SCHEDULE**

It is estimated that the revised traffic reports for the mandatory tasks could be completed within approximately six to eight weeks from receipt of a signed contract amendment.

## **FEE PROPOSAL**

Exhibit A presents Fehr & Peers' fee proposal to conduct the tasks described above. The estimated cost to conduct the scope of work described above for the mandatory tasks is \$27,510 for Tasks 1, 2, 3 and 4.

Additional work beyond this scope or meeting attendance, if it becomes necessary, can be arranged on a time-and-materials basis in addition to the proposed budget.

**EXHIBIT B**

**PAYMENT ARRANGEMENTS**

**Periodic Compensation at Selected Milestones (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 \$27,510.

B. 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**.

C. Upon completion of the work for each milestone and/or delivery to COUNTY of item(s) specified below, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed in accomplishing each milestone. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and/or item(s) delivered 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.

	Percentage of Total Contract Amount or Maximum Amount Chargeable	Milestone Description
1.	\$8,050	Update of Baseline Traffic Impact Analysis
2.	\$9,940	Update of Supplemental Traffic Simulation
3.	\$6,820	Additional Tasks on Fire Evacuation Analysis
4.	\$1,800	Response to Comments on DEIR

The final milestone payment above shall not be made until all services have been completed and item(s) as specified in **EXHIBIT A** have been delivered and found to be satisfactory.

D. 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.

**Attachment B-1**

**Fehr & Peers Schedule of Fees**

**EXHIBIT A**  
**COST PROPOSAL**  
**ADDITIONAL TRAFFIC ENGINEERING SERVICES FOR THE MISSION CANYON COMMUNITY PLAN**

Mandatory Tasks	Key Staff Person Labor (Hours)						Total
	John Muggridge	Jill Liu	Rafael Cobian	Jacqui Swartz	Leah Ramos	Hours	
	Associate-in-Charge	Project Manager	Project Engineer	Graphic Technician	Admin. Support		
	\$205.00	\$155.00	\$125.00	\$115.00	\$120.00		
Task 1. Update to the Baseline Traffic Impact Analysis	2	8	40	8	4	62	\$ 8,050
Task 2. Update to Supplemental Traffic Simulation For Fire Evacuation Analysis (Full review, with recalibration of the baseline conditions)	4	24	32	8	4	72	\$ 9,940
Task 3. Additional Tasks to Assist the County with Response to Comments (Focused review for up to 3 selected scenarios)	2	16	24	6	2	50	\$ 6,820
Task 4. Response to Comments on DEIR (up to 10 staff hours)	5	5	0	0	0	10	\$ 1,800
<b>Total Labor Cost (Tasks 1, 2, 3 and 4)</b>	<b>13</b>	<b>53</b>	<b>96</b>	<b>22</b>	<b>10</b>	<b>194</b>	<b>\$ 26,610</b>
<b>Other Direct Cost (Reproduction &amp; Communications)</b>							\$ 900
						<b>Total Cost for Mandatory Tasks</b>	<b>\$27,510</b>

Source: Fehr & Peers (3/12/2012)

## EXHIBIT C

### STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS FOR CONTRACTS REQUIRING PROFESSIONAL LIABILITY INSURANCE

#### INDEMNIFICATION

##### **Indemnification pertaining to other than 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 reasonable attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the negligent performance or attempted performance of the provisions hereof; including, willful misconduct, negligent act, error 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 reasonable attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY. Nothing herein contained in this agreement shall be construed to require Consultant to indemnify indemnities against any responsibility of liability in contravention of California Civil code Section 2782.8.

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 Professional Services:**

CONTRACTOR shall indemnify and save harmless the COUNTY, its officers, agents and employees from claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him for those expenses for which we are legally liable.

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

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

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as



defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned (if any), non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

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

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

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

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

**Contract Summary Form:**

BC 12-119

Complete the information below, print this form, obtain the signature of the authorized departmental representative and submit this form to the Clerk of the Board with the contract package. See also: Contracts for Services Policy.

D1. Fiscal Year.....:FY 11/12  
 D2. Budget Unit Number .....:053  
 D3. Requisition Number.....:N/A  
 D4. Department Name.....:Planning & Development  
 D5. Contact Person.....:Rosie Dyste  
 D6. Phone.....:568-3532

K1. Contract Type (check one):  Personal Service  Commodity  Capital Project/Construction  
 K2. Brief Summary of Contract Description or Purpose..:Mission Canyon Community Plan DEIR  
 K3. Original Contract Amount.....:Purchase Order \$80,000 (CN10169)  
 K4. Contract Begin Date.....:December 7, 2009  
 K5. Original Contract End Date.....:June 30, 2011  
 K6. This Amendment Number.....:04  
 K7. - Total Previous Amendments.....:03  
 K8. - This Amendment Amount.....:\$27,510  
 K9. - Revised Total Contract Amount.....:\$107,510  
 K10. - Revised End Date.....:December 31, 2012  
 K11. Department Project Number.....:430

B1. Is this a Board Contract (Yes/No).....:Yes  
 B2. Number of Workers Displaced (if any).....:None  
 B3. Number of Competitive Bids (if any).....:N/A  
 B4. Lowest Bid Amount.....:N/A  
 B5. If Board waived bids, show Agenda Date.....:N/A  
 B6. ... and Agenda Item Number.....:#N/A  
 B7. Boilerplate Contract Text Unchanged (Yes/No).....:Yes – Added Section #30 Subcontractors, #31 Handling of Proprietary Information, #32 Immaterial Changes, #33 News Releases/Interviews.

F1. Encumbrance Transaction Code.....:1701  
 F2. Current Year Encumbrance Amount.....:\$0.00  
 F3. Fund Number.....:0001  
 F4. Department Number.....:053  
 F5. Prog/Org/Proj. Number (if applicable).....:4030/4000/430  
 F6. Account Number.....:7460  
 F7. Cost Center number (if applicable).....:N/A  
 F8. Payment Terms.....:Net 30

V1. Auditor Vendor Number.....:011489  
 V2. Payee/Contractor Name.....:Fehr & Peers  
 V3. Mailing Address.....:201 Santa Monica Boulevard, Suite 500  
 V4. City.....:Santa Monica  
 V5. State (two-letter).....:CA  
 V6. Zip (include +4 if known).....:90401  
 V7. Telephone Number.....:(310) 458-9916  
 V8. Vendor's Federal Tax ID Number (EIN or SSN).....:680065540  
 V9. Contact Person.....:Jill Liu  
 V10. Workers Comp Insurance Expiration Date.....:5/01/12  
 V11. General Liability Insurance Expiration Date.....:11/01/12  
 V12. Professional License Number.....:N/A  
 V13. Verified by.....:Ruth Reverdy  
 V14. Company Type (Check one):  Individual  Sole Proprietorship  Partnership  Corporation

This information has been reviewed and is complete and accurate as presented. Concurrences as required are represented by signature on the contract signature page. :Authorized Signature : 