

between
COUNTY OF SANTA BARBARA
and
AECOM

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara Public Health Department, a political subdivision of the State of California (hereafter COUNTY) and AECOM having its principal place of business at 1194 Pacific St. Suite 204, San Luis Obispo, CA 93401 (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.** Jennifer Bernstein at phone number (805) 681-4900 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Michael Nunley at phone number (805) 542-9840 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: Jennifer Bernstein
Santa Barbara County
Environmental Health Services
225 Camino Del Remedio
Santa Barbara, CA 93110

To CONTRACTOR: Michael Nunley
AECOM
1194 Pacific St. Suite 204
San Luis Obispo, CA. 93401

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 May 3, 2011 and end performance upon completion, but no later than June 30, 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.

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. CONTRACTOR, including CONTRACTOR's subcontractors, if any, shall not be responsible hereunder for any delay, default or nonperformance of this Agreement, if and to the extent that such delay, default or nonperformance is due to any cause beyond the reasonable control of such party.

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. **NON-APPROPRIATIONS.** 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 COUNTY will notify CONTRACTOR of such occurrence and COUNTY 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, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **AECOM**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on May 3, 2011.

COUNTY OF SANTA BARBARA

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

Chair, Board of Supervisors

By: _____
Deputy Clerk

Date: _____

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
TAKASHI WADA, MD, MPH
DIRECTOR/HEALTH OFFICER
PUBLIC HEALTH DEPARTMENT

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGER

By: _____
Director

By: _____
Risk Manager

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **AECOM**.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on May 3, 2011.

CONTRACTOR

By: _____
AECOM

Date: _____

EXHIBIT A

STATEMENT OF WORK

Los Olivos Preliminary Engineering Report

Project Understanding

The purpose of this project is to develop a Preliminary Engineering Study which will define the criteria for the final design of a Wastewater Treatment Plant. AECOM shall conduct all work necessary and required in the submission of three (3) Technical Memos and other Deliverables as described below.

Task Group 1 - Technical Memo 1 - Evaluate Wastewater System Components

1. **Evaluate Collection System (2 Collection Alternatives).** The topography of Los Olivos is generally sloping toward Alamo Pintado Creek, to the south and west of the community. This suggests that a gravity sewage collection system may be preferred following that general direction of flow. However, this directs the sewage away from larger candidate disposal sites located to the north and east of the community. AECOM will evaluate a traditional gravity collection system and a hybrid gravity system with sewage lift stations to redirect flow to the community treatment plant.
2. **Evaluate Treatment System (3 Treatment Alternatives).** The Los Olivos Wastewater Management Plan identified three alternative treatment technologies as being potentially suitable for use in Los Olivos. AECOM will prepare a review of these alternatives, as well as a detailed analysis of other alternatives (if more appropriate) for use in Los Olivos, including nitrate removal performance, and ability to provide tertiary water if reuse is identified. It is assumed three (3) alternatives will be analyzed after selected from the initial list and AECOM's additional options. The plant footprint, costs (both capital and lifecycle), treatment capability, expandability, operability, and suitability will be ranked and evaluated.
3. **Evaluate Disposal Facilities (3 Disposal Alternatives).** AECOM will evaluate three disposal alternatives, which will include percolation ponds, surface disposal, and subsurface irrigation. A water balance will be prepared for the effluent disposal alternatives, and anticipated permitting and waste discharge requirements will be discussed. The alternatives will be tabulated and ranked for recommendation to the County. Rankings will include area required, wet weather storage requirements, monitoring requirements, and risks associated with violation of permit conditions.
4. **Reclaimed Water - Typical Design Objectives for Treatment.** A narrative description of the treatment requirements and distribution system components will be presented in this section of the technical memorandum. The section will outline next steps that can be pursued if reclaimed water use is determined to be potentially viable. Considering the low volume of effluent anticipated from the first phase of the project, a suitable reuse alternative may not be identified.
5. **Discuss Permitting for Disposal Alternatives.** This section will outline the required next steps to obtain a waste discharge permit from the Regional Water Quality Control Board.
6. **Project Phasing.** Discuss the pros and cons of phasing the project by providing service to the downtown area, then expanding that service to surrounding residential areas, and the remainder of the community. The desired phasing will be important to the final layout of the collection system, and the location and space required for the Wastewater Treatment Plant WWTP and disposal fields. There are likely residential property owners that would like to participate in a collection and treatment facility focused on the commercial area. Participation may be particularly attractive for owners of residential lots with insufficient size to support a competent leach field. Accordingly, AECOM will explore lifecycle cost and feasibility for

options presented in the WWMP under a variety of phasing options (commercial only; and commercial plus two other options including agreed-to percentages of residential lots).

7. **GIS Mapping.** AECOM will coordinate with MNS Engineers to prepare GIS mapping to summarize land use information for flow projections and planning for phasing and service area designations. AECOM assumes the existing 5-foot interval contour mapping of the area will be available for use in assessing the collection system and disposal alternatives.
8. **Draft Technical Memo for Meetings and Discussion.** AECOM will submit draft Technical Memorandum 1 for use in project meetings with COUNTY Staff and public hearings.
9. **Project Meetings.** AECOM will attend up to three project meetings with COUNTY Staff and/or stakeholders to discuss progress and alternatives.
10. **Public Hearings.** AECOM will attend up to two public hearings to develop community consensus for the project, to hear public concerns and incorporate appropriate measures into the project to address the public concerns.
11. **Prepare Planning Level Cost Opinions and Operation & Maintenance (O&M) Costs.** AECOM will prepare relative, planning level cost opinions for three treatment alternatives, two collections alternatives and three disposal alternatives. The planning level cost opinions are suitable for use in comparing project alternatives for selection and evaluation of the preferred alternative. O&M costs will also be developed to effectively compare life cycle costs.
12. **Prepare Final Technical Memorandum 1.** After the draft technical memorandum has been reviewed by the COUNTY, AECOM will prepare and submit a Final Technical Memorandum incorporating comments from the COUNTY. The Final Technical Memorandum will contain a summary of the findings of the memorandum and will have a final recommendations section.

Task Group 2 - Technical Memorandum 2 - Evaluate Sites for Treatment and Disposal

1. **Evaluate Treatment Facility Sites (up to 3).** AECOM will prepare a detailed analysis of up to three treatment facility sites. The sites will be evaluated for suitability for use as a wastewater treatment plant site, including acreage requirements, zoning (or zoning change requirements as necessary) and adjacent compatible uses. The sites will be shown on an exhibit and discussed in the technical memorandum. Pros and cons of the site locations and the impacts the sites will have on the collection system and/or disposal site will be included.
2. **Evaluate Disposal Sites (up to 3).** AECOM will prepare a detailed analysis of up to three disposal sites. The sites will be evaluated for suitability for use as a wastewater disposal site, including acreage requirements, zoning (or zoning change requirements as necessary) and adjacent compatible uses. The sites will be shown on an exhibit and discussed in the technical memorandum. Pros and cons of the site locations and the impacts the sites will have on the collection system and/or treatment system will be included. The WWTP site and the disposal site could be the same area, depending on the final recommendations from Technical Memorandum 1 and the suitability of available sites.

Task Group 3 - Technical Memorandum 3 - Project Cost Opinions

1. **Prepare Engineer's Opinion of Construction Cost for Recommended Alternative.** AECOM will prepare an opinion of construction cost for the recommended alternative and the "worst case" site alternative.

2. **Prepare Estimate of Annual Operation & Maintenance (O&M) Costs for Recommended Alternative.** AECOM will prepare an estimate for annual O&M Costs for the recommended alternative and the “worst case” site alternative.

Task Group 4 - Technical Memorandum 4 - Agency Formation

1. **Evaluate Agency Formation Options.** AECOM will briefly list the agency formation options for owning, operating, and maintaining the sewer system. These agencies include formation of a new special district (such as a CSD), creation of a new County Service Area, expanding/joining with an existing special district, or formation of a mutual company. The pros and cons of the various agencies will be tabulated, and through discussions with the COUNTY and stakeholders, a preferred methodology will be identified.
2. **Agency Formation Process.** Once a preferred agency is identified, AECOM will document the next steps required to form that agency.
3. **Project Meetings.** AECOM will attend up to two project meetings with COUNTY Staff and/or stakeholders to discuss progress and alternatives.
4. **Prepare Technical Memorandum.** After the draft technical memorandum has been reviewed by the County, AECOM will prepare and submit a Final Technical Memorandum incorporating comments from the County. The Final Technical Memorandum will contain a summary of the findings of the memorandum and will have a final recommendations section.

Task Group 5 - Final Report

AECOM will incorporate all four technical memoranda into one final Preliminary Engineering Report with an executive summary covering all of the technical memoranda and recommendations. The Draft Final Report will be submitted for review and then a Final Report will be submitted.

DELIVERABLES

AECOM will produce the following deliverables:

- 6 bound copies of Draft Technical Memoranda 1, 2, 3, and 4 and a pdf version of the Draft Memoranda for distribution and reproduction as required by the COUNTY.
- 6 bound copies of the Draft Final Technical Memoranda 1, 2, 3, and 4 and a pdf version of the Draft Final Memoranda for distribution and reproduction as required by the County.
- 6 bound copies of the Final Technical Memoranda 1, 2, 3, and 4 and a pdf version of the Final Technical Memoranda for distribution and reproduction as required by the COUNTY.
- 6 bound copies of the Draft Final Report and a pdf version of the Draft Final Report for distribution and reproduction as required by the COUNTY.
- 6 bound copies of the Final Report and a pdf version of the Final Report for distribution and reproduction as required by the COUNTY.

RIGHT TO RELY

Consistent with the professional standard of care and unless specifically provided herein, AECOM shall be entitled to rely upon the accuracy of data and information provided by the COUNTY or others without independent review or evaluation.

DELAY

AECOM shall not be responsible for delays due to causes beyond AECOM's reasonable control. In the case of any such delay, the time of completion shall be extended accordingly. In the event that AECOM's services hereunder are delayed by the County or others for a period in excess of six (6) months, AECOM's compensation shall be subject to renegotiation.

SCHEDULE

AECOM proposes to complete this work within 220 calendar days from Notice to Proceed, assuming the work proceeds as described in the schedule shown below.

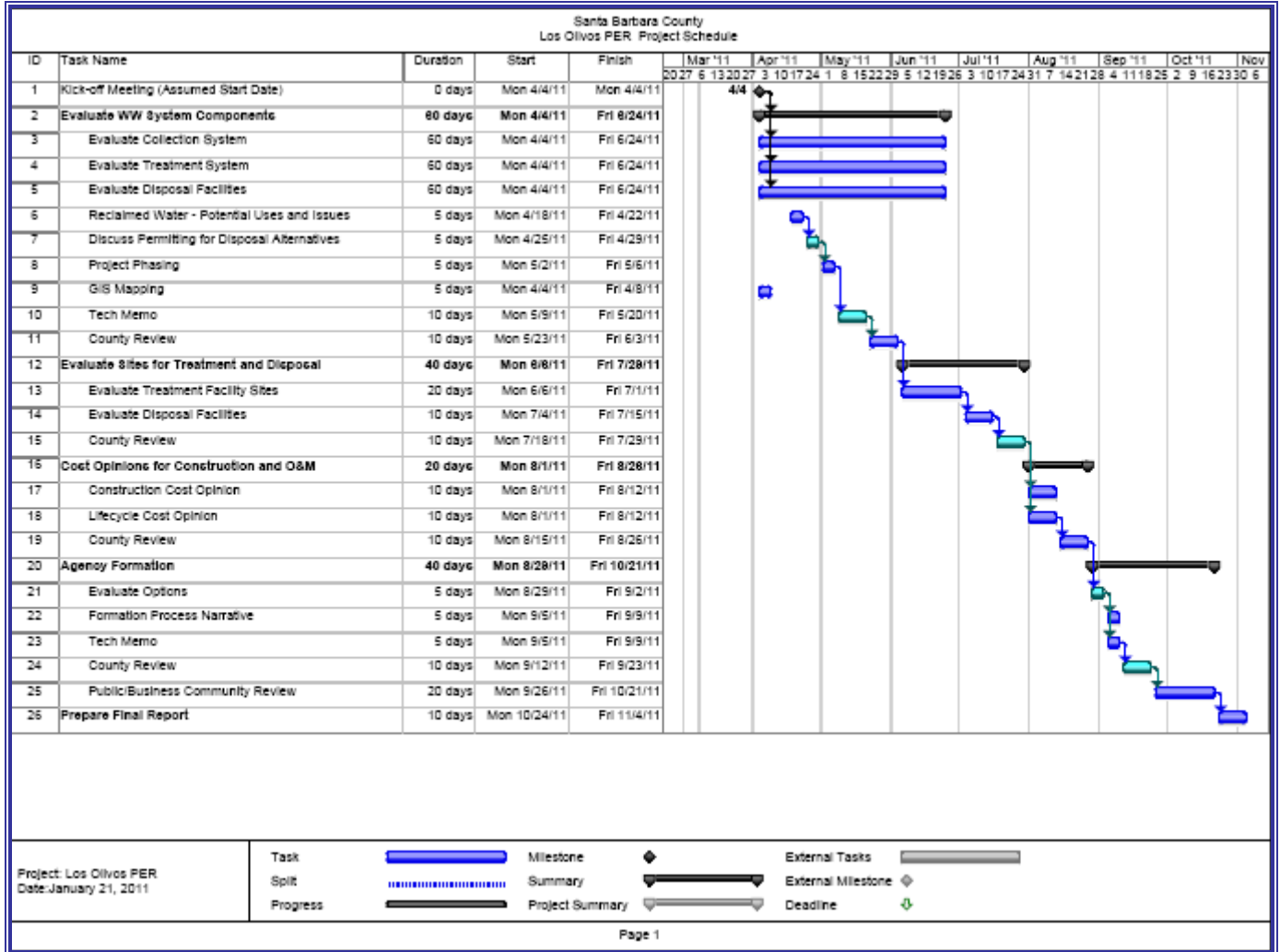


EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. CONTRACTOR will complete this work on a time and materials basis, in an amount not to exceed \$179,700 unless authorization is granted in writing.
- 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.
- C. MONTHLY, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the time and materials expended during the previous month. These invoices or certified claims must cite the assigned Board Contract (BC) Number shown on Page 1 of this Agreement. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation. If payment is not received for invoiced amounts within thirty (30) days from the date of receipt of the invoice by COUNTY, CONTRACTOR shall have the right to suspend services.
- 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.

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 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 Professional Services:

CONTRACTOR shall 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 to the extent arising out of the negligent performance or nonperformance of the provisions hereof; including any willful, wrongful 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 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.

INSURANCE

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. 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. CONTRACTOR 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 negligent 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 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 Agreement, 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:

Contract Number : BC-11-091

- D1. Fiscal Year : FY 2010-11 and 2011-12
- D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) :0042
- D3. Requisition Number
- D4. Department Name : Public Health
- D5. Contact Person : Jennifer Bernstein
- D6. Phone..... : 681-4934

- K1. Contract Type (check one): Personal Service Capital Project/Construction
- K2. Brief Summary of Contract Description/Purpose : Prepare a preliminary engineering report for wastewater treatment facility for Los Olivos.

- K3. Original Contract Amount : \$179,700
- K4. Contract Begin Date..... : May 3,, 2011
- K5. Original Contract End Date : June 30, 2012
- K6. Amendment History (leave blank if no prior amendments):

<u>Seq#</u>	<u>EffectiveDate</u>	<u>ThisAmndt</u>	<u>AmtCum</u>	<u>AmndtTo</u>	<u>DateNew</u>	<u>TotalAmt</u>	<u>NewEnd</u>	<u>EndDate</u>	<u>Purpose (2-4 words)</u>
			\$	\$		\$			

- K7. Department Project Number : NA

- B1. Is this a Board Contract? (Yes/No)..... : YES
- B2. Number of Workers Displaced (if any)..... : None
- B3. Number of Competitive Bids (if any)
- B4. Lowest Bid Amount (if bid).....
- B5. If Board waived bids, show Agenda Date : NA
- B6. ... and Agenda Item Number : NA
- B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) :Yes (changes approved by Risk Mgmt)

- F1. Encumbrance Transaction Code : 1701
- F2. Current Year Encumbrance Amount : FY 10/11 - \$50,000, FY - 11/12 \$129,700
- F3. Fund Number..... : 0001
- F4. Department Number..... : 041
- F5. Division Number (if applicable)..... : NA
- F6. Account Number : 7460
- F7. Cost Center number (if applicable).....
- F8. Payment Terms..... : Net 30

- V1. Vendor Numbers (A=uditor; P=urchasing)
- V2. Payee/Contractor Name : AECOM
- V3. Mailing Address : 1194 Pacific St. Suite 204
- V4. City State (two-letter) Zip (include +4 if known) :San Luis Obispo, CA. 93401
- V5. Telephone Number..... : 805-542-9840
- V6. Contractor's Federal Tax ID Number (EIN or SSN) :95-2661922
- V7. Contact Person..... : Michael Nunley, PE
- V8. Workers Comp Insurance Expiration Date..... : 4/1/11
- V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :4/1/11
- V10. Professional License Number : #61801
- V11. Verified by (name of County staff)
- V12. Company Type (Check one): Individual Sole Proprietorship Partnership Corporation

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

Date : Authorized Signature.....