

## FIRST AMENDMENT TO AGREEMENT

between

COUNTY OF SANTA BARBARA

and

AECOM

Effective May 15, 2012

**THIS IS THE FIRST AMENDMENT TO THE AGREEMENT** (hereafter First Amendment) to Agreement contract number BC-11-091 made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY), and AECOM (hereafter CONTRACTOR).

**WHEREAS**, the parties desire to amend the Agreement to add supplemental work to be performed by CONTRACTOR at the request of COUNTY; and

**WHEREAS**, the supplemental work necessitates an extension to the term of the Agreement and an adjustment to the compensation payable to CONTRACTOR for services performed under the Agreement; and

**WHEREAS**, this First Amendment incorporates the terms and conditions set forth in the Agreement, except as modified by this First Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, COUNTY and CONTRACTOR hereby agree to amend the Agreement as follows:

1. **Definitions.** Capitalized terms used in this First Amendment, to the extent not otherwise defined herein shall have the same meanings as in the Agreement.
2. **Amendments.**
  - a. The Agreement is amended as follows:
    4. **TERM.** CONTRACTOR shall commence performance on May 3, 2011 and end performance upon completion, but no later than ~~June 30, 2012~~ **December 31, 2012** unless otherwise directed by COUNTY or unless earlier terminated.
  - b. The Exhibits are amended as follows:

**EXHIBIT A-1 SUPPLEMENTAL STATEMENT OF WORK** dated May 15, 2012, attached hereto, shall be incorporated.

**EXHIBIT B COMPENSATION, Section A** shall be replaced with the following:

***A. CONTRACTOR will complete this work on a time and materials basis. This First Amendment increases the Agreement amount by \$30,977 for a total Agreement amount not to exceed \$210,677 unless authorization is granted in writing.***

**EXHIBIT B COMPENSATION, Section B** shall be amended as follows:

**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 *and EXHIBIT A-1*, as determined by COUNTY.

3. **Ratifications.** The terms and provisions set forth in this First Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Agreement. The terms and provisions of the Agreement, as expressly modified and superseded by this First Amendment, are ratified and confirmed and shall continue in full force and effect, and shall continue to be legal, valid, binding and enforceable obligations of the parties.
4. **Counterparts.** This First Amendment may be executed in several counterparts, all of which taken together shall constitute a single agreement between the parties.

First Amendment to Agreement between the **County of Santa Barbara** and the **AECOM**.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to be effective May 15, 2012.

COUNTY OF SANTA BARBARA

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

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, ARM, AIC  
RISK MANAGER

By: \_\_\_\_\_

By: \_\_\_\_\_

First Amendment to Agreement between the **County of Santa Barbara** and the **AECOM**.

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment to be effective May 15, 2012.

CONTRACTOR

By: \_\_\_\_\_  
**AECOM**

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

## EXHIBIT A-1

### SUPPLEMENTAL STATEMENT OF WORK

Effective May 15, 2012

CONTRACTOR agrees to provide for COUNTY the additional services listed below:

**Task 1 - Evaluate Surface Water Discharge Requirements.** Based on conversations with the Regional Water Quality Control Board (RWQCB), several regulatory challenges would need to be addressed to allow the consideration of using a surface water discharge to Alamo Pintado Creek for disposal of treated effluent. Based on these conversations and our experience on similar projects, the additional project elements necessary to satisfy regulatory issues would likely include the following:

- Additional permitting to evaluate potential impacts to endangered species;
- Specific wastewater treatment plant removal capabilities to address potential California Toxics Rule (CTR) regulated contaminants;
- Consideration of cooling towers or similar facilities to reduce effluent temperature; and
- Inclusion of enhanced nutrient removal to reduce nitrogen concentrations below 5 ppm.

AECOM will review the Basin Plan and other applicable RWQCB documents to provide an overview of policy issues related to this proposed disposal strategy. The Project Team will also provide a discussion of these issues and a range of anticipated costs to incorporate this type of disposal into the project. In addition, AECOM will prepare and submit a letter to RWQCB staff proposing a surface water discharge and requesting a staff-level response.

**Task 2 - Expand Discussion of Advantex™ Treatment Option.** At the request of the County, the discussion of the Advantex™ treatment system by Orenco Systems, Inc. is to be expanded in the Los Olivos Preliminary Engineering Report (PER). This treatment technology was previously discussed in the Los Olivos Wastewater Management Plan and was considered in Technical Memorandum #1 (TM No. 1). AECOM and the County focused the detailed analysis on sequencing batch reactors, conventional activated sludge, and membrane bioreactor systems which are more common for community systems in this size range. The County has requested that further evaluation of the Advantex™ system be included in the PER as an additional treatment alternative.

AECOM will include a treatment description and cost opinion to a similar level of detail as prepared for the other three treatment options. In addition, a cost comparison for each project phase will be provided for the Advantex™ system and the Sequencing Batch Reactor (SBR) alternative.

**Task 3 - Meetings.** It is anticipated that two (2) meetings would be conducted with County staff to discuss the findings of Tasks 1 and 2.

**Task 4 - Revised Administrative Draft PER.** AECOM will incorporate these additional discussions in the Administrative Draft PER. County comments will be incorporated into the Administrative Draft PER and again for the Draft PER.

**Optional Task 5 - Workshop.** As an optional task item, AECOM will prepare for and lead a workshop with the Board of Supervisors to discuss the findings of the PER and the next steps for the project.

### **Schedule**

It is assumed that the additional work as described above will be completed within 45 calendar days from the County's approval, **assuming RWQCB staff submits a response to the letter described in Task 2 within 14 calendar days** of receiving it.