

ATTACHMENT A

ATTACHMENT A

GHD Inc.

Professional Services Agreement

County Project No. 20036



PROFESSIONAL SERVICES AGREEMENT

Between

THE COUNTY OF SANTA BARBARA

And

GHD Inc.

For

**PROFESSIONAL CONSULTING SERVICES
REVERSE OSMOSIS AND WASTEWATER TREATMENT PLANT ASSESSMENT
GAVIOTA MARIPOSA REINA SITE**

PROJECT NUMBER: 20036



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PROFESSIONAL SERVICES AGREEMENT
FOR
PROFESSIONAL CONSULTING SERVICES

This Professional Services Agreement (“Agreement”) is entered into by and between THE COUNTY OF SANTA BARBARA (“Owner” or “County”) and GHD INC., a California Corporation (“Consultant” or “Contractor” and, together with County, collectively, the “Parties” and each individually a “Party”).

PART 1 - RECITALS

- 1.01 WHEREAS**, this Professional Services Agreement (“PSA” or “Agreement”) sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide professional consulting services to Owner in connection with Gaviota Mariposa Reina Site Reverse Osmosis and Wastewater Treatment Plant Assessment (“Project”); and
- 1.02 WHEREAS**, Consultant was selected by means of the County’s qualifications-based selection process, and represents itself as a professional having the requisite qualifications, licenses and agrees to perform the Services defined herein.

NOW, THEREFORE, Owner and Consultant agree as follows:

PART 2 - PROJECT AUTHORIZATION, TERM AND MAXIMUM COMPENSATION

2.01 Agreement For Services

- A. This PSA sets forth the terms and conditions pursuant to which Consultant, as a professional, will provide services to the County as set forth herein (“Services”).

2.02 Maximum Compensation

- A. The sum of all payments made to Consultant pursuant to this PSA for the performance of the Services specified in the SOW and Attachment 1 shall not exceed Seven-Four Thousand Nine Hundred Thirty-Nine dollars and Zero Cents (\$74,939.00) (“Base Contract Amount”). The sum of all payments made to Consultant for the performance of Supplemental Services performed pursuant to a duly executed Change Order in accordance with Part 10.03 below shall not exceed the Supplemental Services Amount set forth in Section 1.c of Exhibit C, attached hereto (“Supplemental Services Amount”). In no event shall the aggregate amount of all payments made by the County hereunder exceed the Maximum Compensation Limit specified in Section 1.d of Exhibit C, attached hereto (“Maximum Compensation Limit” or “MCL”). If Consultant performs services or incurs expenses beyond the Base Contract Amount before execution of a Change Order for Supplemental Services in accordance with Part 10.03, or in excess of the Maximum Compensation Limit, Consultant does so at Consultant’s sole risk and expense.

2.03 Term

- A. This PSA is effective as of first the date it is duly executed by both of the parties hereto, and shall remain in effect for a period of 12 months thereafter, unless earlier terminated in accordance with the provisions of this Agreement (“Term”).

2.04 Scope

- A. The services (“Services”) and deliverables (“Deliverables”) described in “Consultant’s Scope of Work & Hourly Rates,” attached hereto as Exhibit A and Attachment 1 and incorporated herein



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by reference (Exhibit A and Attachment 1, collectively, the "SOW"), establish the extent of the Services and Deliverables that may be authorized by the Owner's Project Manager ("OPM") hereunder.

PART 3 - OWNER'S RESPONSIBILITIES

3.01 Owner Provided Information

- A. If required and where available, Owner may provide any of the following for Consultant's use in connection with the Services:
 - (i) Specialized studies of existing site conditions, including the presence of hazardous materials, soil, air, water, pollution, etc.
- B. Consultant must make a written recommendation to the Owner regarding the completeness or sufficiency of any survey or specialized study provided to Consultant, or the need for any study or survey that the Consultant believes is required for the Project that is not included within Consultant's Services.

3.02 Approval & Permit Fees

- A. Owner will pay all fees required by any jurisdiction having authority over the Project for filing and checking of any filing prepared by Consultant that is required for the performance of the Services, and such standard fees as are charged any governmental Agency for the issuance of approvals and permits by such governmental agency necessary for the performance of the Services.

PART 4 - PROJECT SCOPE OF WORK (SOW)

4.01 Changes in Scope

- A. If Owner causes a change in the Service(s) or Deliverable(s) that Consultant believes to be material, Consultant must, within fourteen (14) calendar Days of the event that caused such change, notify Owner in writing that Consultant contends Owner has caused a material change in the Service(s) or Deliverable(s). If written notice is not given to Owner within such 14-day period, such change shall be deemed immaterial, and Consultant shall not be entitled to additional compensation for such change. If the Director of the County's General Services Department ("Director"), or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3, and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL.
- B. If Consultant contends that there is a material increase in the Service(s) or Deliverable(s) required to complete the Services and requests additional compensation hereunder for the performance of such Supplemental Services, and such increase is not in any way attributable to any act or omission of, or on behalf of, Consultant or any Subconsultant, including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of Consultant, and the Director, or his Assistant Director designee, concurs that there has been a material change in Service(s) or Deliverable(s) required by Owner hereunder, payment to Consultant hereunder may be adjusted pursuant to a Change Order for Supplemental Services duly executed by both of the parties hereto in accordance with Parts 10.01.A.3 and 10.03, below; provided, however, that Consultant shall not be entitled to any Supplemental Services Amount unless and until memorialized in a duly executed Change Order, and in no event shall the aggregate amount of payments to Consultant hereunder exceed the MCL. OPM may request, and Consultant, pursuant to such request, shall provide, assistance in re-allocating the remaining available funds available hereunder. Such assistance must, if requested by OPM,



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also include a determination of any other Supplemental Services necessary to complete the Project.

- C. If there is a material decrease in the Services or Deliverables required to complete the Services, Consultant If shall immediately notify OPM of such decrease, and agrees to accept a reasonable corresponding reduction in compensation hereunder.

PART 5 - CONSULTANT'S RESPONSIBILITIES, SERVICES, AND DELIVERABLES

5.01 Consultant as Independent Contractor

- A. Consultant is performing all Services as an independent contractor, and not as an agent or employee of County.

5.02 No Assignment; Consultant's Use of Subconsultants

- A. The expertise and experience of Consultant are material considerations for County's execution of this Agreement. Consultant shall not assign, delegate, or transfer, directly or indirectly, whether by operation of law or otherwise, this PSA or any of Consultant's rights or obligations hereunder, without the prior written consent of County in each instance, and any attempt to so assign, delegate, or transfer this Agreement, or any rights, duties or obligations arising hereunder, shall be void and of no effect. Notwithstanding the foregoing, Consultant may use the subconsultants set forth in Exhibit B, attached hereto and incorporated herein by reference ("Subconsultants"), in performing the Services under this Agreement. Consultant shall be responsible for directing the work of authorized Subconsultants, and for all compensation and benefits due to Subconsultants, if any. County assumes no responsibility whatsoever concerning such compensation or benefits. Consultant shall not engage any subconsultant(s) in the performance of Services, other than the Subconsultants identified in Exhibit B, without the prior written approval of the OPM in each instance.

5.03 Consultant's General Responsibilities

The following General Responsibilities shall apply to all Services under this Agreement.

- A. Standard of Care
 - 1. Consultant shall perform all Services in accordance with those standards of care that are generally recognized as being used by competent persons in Consultant's profession and area of specialty in the State of California.
 - 2. At all times during the Term, Consultant shall ensure the performance of all Services in compliance with all applicable federal, state, and local codes, statutes, laws, regulations and ordinances ("Applicable Laws").
 - 3. Consultant shall use its professional judgment and expertise to verify interpretations of Applicable Laws from the appropriate government agency(ies) and authorities having jurisdiction over the Project. Such efforts shall be undertaken in accordance with the Standard of Care.
- B. Funding by Governmental Agencies
 - 1. If the Project is to be constructed, wholly or in part, with funds from Federal, State, or other outside funding sources, Consultant shall comply with all requirements of all such Federal, State, and outside funding sources.
- C. HCAI (formally known as OSHPD) Jurisdiction
 - 1. If the Project is within the jurisdiction of the State of California, Department of Health Access and Information ("HCAI" formally known as OSHPD), Consultant's Deliverables and performance of Service must meet all HCAI requirements.
- D. Sequence of Consultant's Services



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1. Consultant's Services shall proceed sequentially as described in the SOW unless otherwise agreed or directed by the Owner via a duly executed Change Order.
 2. The Task Schedule for completion of the Consultant's Services is set forth in the SOW.
- E. Submittal of Deliverables
1. Each submittal of a Deliverable by Consultant to Owner hereunder shall include a declaration statement, signed by a duly authorized officer of Consultant, that Consultant coordinated the work of Consultant and its Subconsultants, that such Deliverable is accurate and complete, and that all of Owner's prior review comments have been incorporated therein.
 2. Consultant shall furnish to Owner, in form and format suitable for reproduction, original reproducible files and other instruments of Service, and computer flash drives containing each submittal to County hereunder in the following electronic formats: Microsoft PC compatible operating system, AutoCAD 2004 or newer, Microsoft Office 2003 or newer.
- F. Printing & Reproduction
1. Consultant shall pay for all printing and reproduction cost incurred in the performance of the Services.
 2. Owner will print coordination check documents to be used by the Owner beyond the number of copies identified in the SOW at Owner's expense.
 3. If applicable to this PSA, Owner will print Bid Documents for distribution to Bidders at Owner's expense.
- G. Meetings
1. Required meetings are as specifically identified in the SOW.
 2. Unless otherwise requested by the OPM, Consultant shall prepare agendas for and take minutes of all meetings conducted or attended by Consultant in connection with the performance of Services hereunder. This includes meetings that are chaired by the OPM.
 3. The Consultant's compensation for attendance at and preparation of minutes for all such meetings is included in Base Contract Amount.
- H. Consultant's Staff and Subconsultants
1. Consultant's staff and Subconsultants are identified in Exhibit B, and are subject to the requirements set forth therein.
 2. Changes to Consultant's staff and Subconsultants are subject to Owner's prior written approval via a duly executed Change Order.

5.04 Basic Services & Deliverables: See Exhibit A

PART 6 - CONSULTANT'S SCHEDULE

6.01 Schedule

- A. Consultant shall promptly perform all Services and Deliverables in accordance with the Project schedule approved by the County.
- B. Consultant shall perform all Services and Deliverables within the time and Project schedule set forth in this Agreement. Time is of the essence in this Agreement.
- C. Consultant shall provide and maintain Project staffing levels as necessary to perform the Services within the time provided in the Project schedule set forth in this Agreement.

PART 7 - INDEMNIFICATION & INSURANCE



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7.01 Exhibit D Indemnification and Insurance Requirements

- A. Consultant shall comply with all indemnification and insurance requirements set forth in Exhibit D, attached hereto and incorporated herein by reference.

PART 8 - REPRESENTATION BY COUNSEL

- A. Both parties to this PSA were represented by counsel in the negotiation and execution of this PSA.
- B. The parties hereto are aware of the provisions set forth in California Civil Code §1717 and intend this paragraph of the PSA to meet said statutory requirements so that the reference to attorneys' fees in Part 7, "Indemnification & Insurance" applies only in the indemnification context in Part 7, "Indemnification & Insurance."

PART 9 - HAZARDOUS MATERIALS

9.01 Responsibility for Hazardous Materials

- A. Owner acknowledges that Consultant has no special knowledge or expertise regarding asbestos or other hazardous materials.
- B. Unless otherwise provided in this PSA, or unless Owner has provided documented information to Consultant regarding the presence or potential presence of such hazardous materials Consultant and its Subconsultants have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or any other toxic substance.

PART 10 - COMPENSATION & PAYMENT

10.01 Compensation

- A. Payments will be made as set forth herein
 - 1. Maximum Compensation Limit
 - a. The Maximum Compensation Limit includes the maximum aggregate amount of compensation payable by the Owner to Consultant hereunder. Total payment by Owner to Consultant shall not exceed the Maximum Compensation Limit specified in Exhibit C, attached hereto and incorporated herein by reference. Consultant is fully responsible for the provision of all Services and Deliverables, compensation for which shall not exceed the MCL.
 - 2. Consultant's Compensation Schedule
 - a. Compensation payable to Consultant hereunder for Consultant's performance of the Services comprising of Tasks as set forth in the SOW shall be on a fixed fee basis upon completion of each such Task, and in the respective amounts for each such Task as set forth in the SOW.
 - b. Consultant's Hourly Rate Schedule, applicable to Supplemental Services, is set forth in the SOW.
 - 3. Changes
 - a. During the Term of this PSA, the Owner may authorize changes to this PSA, other than by amending this PSA in accordance with Part 15.B., below, only in



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accordance with Part 4.01, above, and Part 10.03, below, and only to the extent authorized by the Board of Supervisors in approving this PSA.

4. Prevailing Wages

- a. Certain Services to be performed under this contract may be considered “public works” subject to prevailing wage, apprenticeship and other labor requirements of Labor Code division 2, part 7, chapter 1, section 1720 et seq. Such public works may include work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work. Consultant is solely responsible for determining whether the Services, or any portion thereof, is subject to said requirements, and for complying with all such requirements that apply. All such public works projects are subject to compliance monitoring by the California Department of Industrial Relations (DIR). County has obtained from the DIR general prevailing wage determinations for the locality in which the Work is to be performed that are on file with County’s Public Works Agency and are available upon request. Consultant is responsible for posting job site notices as prescribed by regulation pursuant to Labor Code section 1771.4(a)(2). Consultant acknowledges that it is aware of state and federal prevailing wage and related requirements and shall comply with these requirements to the extent applicable to the Services, including, without limitation, Labor Code sections 1771 (payment of prevailing wage), 1771.1 (registration with DIR) and 1771.4 (submission of certified payrolls to Labor Commissioner) Consultant has included (and shall include) consideration for this obligation in calculating compensation and cost estimates under this PSA.

5. Errors and Omissions

- a. Consultant must correct all errors and omissions attributable to acts and/or omissions of and/or on behalf of Consultant and/or Subconsultants without cost to Owner.
- b. Owner has the right to pursue claims for any negligent errors and omissions of or on behalf of Consultant and/or Subconsultant(s).

10.02 Reimbursable Expenses

- A. When travel is authorized as a reimbursable expense, Consultant agrees to comply with the Santa Barbara County and Federal travel policies and guidelines, where applicable, for all travel, lodging and meal reimbursements arising from the performance of this Agreement. Detailed travel policy requirements and limitations can be found in the Capital Projects Division.
- B. All reimbursable expenses hereunder, including travel, mileage, copying, printing, plotting, And visualizations are included in the Base Contract Amount and shall not be invoiced more often than monthly.

10.03 Supplemental Services & Deliverables

- A. To the extent that County has established a Supplemental Services Allowance (“SSA”) for the performance of services not included within the Services and Deliverables, such SSA is set forth in Section 1.c of Exhibit C. Consultant shall only commence work other than as set forth in the SOW pursuant to a Change Order duly executed by the Director or his Assistant Director designee (“Change Order”), and only to the extent expressly authorized by the County Board of Supervisors in approving this PSA.

10.04 Payment

- A. Payment Requests
 - 1. Owner will make payments within thirty (30) Days after the OPM's approval of the Consultant's correct Payment Request.
- B. Invoices



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1. Consultant may submit a Payment Request not more than once each month.
- C. Progress Payments
 1. Owner may, in its discretion, adjust any progress payment so that it corresponds with the percentage of completion as reasonably determined by Owner.

10.05 Release of All Claims

- A. Prior to final payment hereunder, Consultant must execute and deliver to Owner a release of all claims arising from this Agreement, other than such claims, if any, as may be specifically excepted from the release for the reasons and in the amounts stated in the release.-

10.06 Timely Billings

- A. Consultant agrees to bill Owner on a timely basis and not later than ninety (90) Days after:
 1. Services are performed; or
 2. Billings are otherwise due pursuant to the terms of the PSA.
- B. Owner has no liability for payment of, and has sole discretion to pay or decline payment of, any billings submitted after the expiration of such ninety (90) Day period.

10.07 Consultant's Accounting Records

- A. Accounting System & Records Retention
 1. Consultant must maintain an accounting system in accordance with current standards of accounting and financial reporting for the purpose of supporting payments for Services authorized under this PSA. Consultant must retain such records for three (3) years after expiration or termination of this PSA, or until all claims, if any, have been disposed of, whichever period is longer.
- B. Owner's Auditing Rights
 1. Upon service of a written Notice to Consultant, Owner, and persons authorized by Owner, have the right at any reasonable time and place to examine, audit, and make copies of books, records, documents, accounting procedures and practices relating to the performance or administration of this PSA, or affecting any changes or modifications to this PSA.
- C. Applicability to Subcontracts
 1. Consultant must incorporate the above-stated accounting and audit requirements into all subcontracts, including, but not limited to, contracts with Subconsultants, exceeding Ten Thousand Dollars (\$10,000) in value in connection with this PSA, including any modification(s) thereof.

PART 11 - TERM & TERMINATION

11.01 Owner's Rights

- A. Termination for Convenience
 1. The Director may, by written notice to Consultant, terminate all or part of this PSA at any time for Owner's convenience. Upon receipt of such notice, Consultant must immediately cease all work hereunder as specified in the notice.
 2. If this PSA is so terminated, Consultant will be compensated as set forth below.
- B. Termination for Breach
 1. If Consultant violates any of the covenants or agreements of this PSA, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this PSA, and does not cure such failure or violation within thirty (30) days, or such shorter period as the Owner



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may determine is necessary and appropriate, after receipt of written notice from the County's OPM specifying such failure or violation, whether subject to cure, and, if subject to cure, the time and manner of cure, Owner may terminate this PSA in accordance with Part 11.01.A.1, above.

2. Owner will provide Consultant with written notice as to the effective date of termination, and Consultant is not entitled to compensation for Services or expenses beyond the specified termination date.
3. If, after notice of termination for breach of this PSA, it is determined that Consultant did not breach this PSA, the termination will be deemed to have been made for Owner's convenience, and Consultant will receive payment due to Consultant for Services performed prior to such termination for convenience in accordance with Section 11.02, below.

C. Suspension for Convenience

1. OPM may, without cause, order Consultant in writing to suspend, delay, or interrupt the Services under this PSA in whole or in part for up to 90 days. COUNTY shall incur no liability for suspension under this provision, and such suspension(s) shall not constitute a breach of this Agreement.

D. The rights and remedies provided herein to Owner are cumulative and in addition to any other rights and remedies provided by law in this PSA.

11.02 Consultant's Compensation Upon Termination

- A. In the event of Owner's termination of this PSA, Consultant will receive compensation as follows:
 1. For fully Deliverables and Services performed and delivered by Consultant and accepted by County, and authorized Reimbursable Expenses pursuant to this PSA, compensation will be in the amount specified in the PSA for such Deliverables, Services, and authorized expenses.
 2. For items of Service on which Owner has issued an Authorization to Proceed but which have not been fully completed and accepted, Consultant will be compensated for its Services accepted by Owner in an amount which bears the same ratio to the total fee otherwise payable for the performance of that Service as the Services performed bear to the total Services necessary for the full performance of that Service.
- B. In no event will the total compensation paid for any item of Service exceed the value specified in this PSA for such item of Service.

11.03 Delivery of Documents

- A. Upon any termination of this PSA, Consultant shall furnish Owner all documents and Instruments of Service prepared pursuant to this PSA, whether complete or incomplete. Consultant may retain a copy for its records if so provided by Owner in such notice of termination.

PART 12 - DISPUTE RESOLUTION

12.01 Consultant's Questions & Concerns

- A. Questions regarding the terms, conditions and Services of this PSA will be decided by the County's Director of General Services, who will furnish the decisions to Consultant in writing within thirty (30) Days after receiving a written request from Consultant.

12.02 Dispute Resolution During Construction

- A. Alternate Dispute Resolution (ADR)



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1. Owner intends, but shall not be required, to use ADR techniques including Partnering and Mediation during Design.
- B. Consultant and its Subconsultants shall participate in all ADR efforts as directed by Owner.
- C. In the event that Owner elects to utilize such ADR, the cost of such Partnering training facilities and facilitator will be borne equally by the parties hereto.

12.03 Negotiations Before and During Mediation

- A. Negotiations to resolve disputes before and during Mediation are initiated for settlement purposes only and are not binding unless otherwise agreed by Owner and Consultant.

12.04 Mediation

A. Voluntary Mediation

1. In the event a dispute or issue is not resolved by negotiation, Owner and Consultant agree to attempt to resolve the matter by Mediation.
2. Said Mediation is non-binding, and intended to provide an opportunity for the parties hereto to evaluate each other's cases and arrive at a mutually agreeable solution.

B. Initiation of Mediation

1. Any party hereto may initiate Mediation by notifying the other party hereto in writing.

C. Request for Mediation

1. A Request for Mediation must contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those who will represent them, if any, in the Mediation.
2. Within ten (10) days of a Party's receipt of a Request for Mediation, the Party in receipt of such Request for Mediation shall provide to the requesting Party a written response indicating whether the receiving Party is willing to participate in voluntary, non-binding mediation with respect to such dispute or claim.

D. Selection of Mediator

1. Within fourteen (14) days of a Party's written response to a Request for Mediation indicating that such Party is willing to participate in meditation with respect to the dispute or claim at issue, the Parties hereto will confer to select an appropriate mediator agreeable to all Parties.
2. If the Parties hereto cannot agree on a mediator, they may accept a mediator appointed by a recognized association such as the American Arbitration Association.

E. Qualifications of a Mediator:

1. Any mediator selected hereunder ("Mediator") must have expertise in the area of the dispute and be knowledgeable in the Mediation process.
2. No person shall serve as a Mediator in any dispute in which that person has any financial or personal interest in the result of the Mediation.
3. Before accepting an appointment, the prospective Mediator must disclose any circumstances likely to create a presumption of bias or prevent a prompt meeting with the parties. Upon receipt of such information, the Parties will confer and decide whether to select another Mediator.

F. Vacancies

1. If any Mediator becomes unwilling or unable to serve, another Mediator will be selected unless the Parties agree otherwise.

G. Representation



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1. Any Party may be represented in the Mediation by person(s) of their choice who must have full authority to negotiate.
2. The names and addresses of such representative(s) must be communicated in writing to all Parties and to the Mediator.

H. Time and Place of Mediation

1. The Mediator will set the time of each Mediation session.
2. The Mediation will be held at a convenient location agreeable to the Mediator and the Parties, as determined by the Mediator.
3. All reasonable efforts will be made by the parties hereto and the Mediator to schedule the first session within sixty (60) Days after selection of the Mediator.

I. Identification of Matters in Dispute

1. Unless a longer period of time is required by the Mediator, at least ten (10) days before the first scheduled Mediation session, each Party must provide the Mediator a brief memorandum setting forth such Party's position with regard to the issues identified in the Request for Mediation, and any other pertinent issues that such Party believes need to be resolved. At the discretion of the Mediator, or otherwise agreed by the Parties, the Parties hereto may mutually exchange such memoranda.
2. At the first Mediation session, the Parties will be expected to produce all information reasonably required for the Mediator to understand the issue(s) presented. The Mediator may require each Party to supplement such information.

J. Authority of Mediator

1. The Mediator does not have authority to impose a settlement on the Parties, but will attempt to assist the parties hereto in reaching a satisfactory resolution of their dispute.
2. The Mediator is authorized to conduct joint and separate meetings with the Parties, and to make oral and written recommendations for settlement.
3. Whenever necessary, the Mediator may also obtain expert advice concerning technical aspects of the dispute, provided that the Parties agree in writing in advance to such outside expert advice, to assume the expenses of obtaining such expert advice, and whether the arrangements for obtaining such expert advice will be made by the Mediator or one or more of the Parties.
4. The Mediator is authorized to end the Mediation whenever, in the Mediator's judgment, further Mediation efforts would not contribute to a resolution of the dispute between the Parties.

K. Privacy

1. Mediation sessions are private.
2. The Parties and their representatives may attend Mediation sessions.
3. Other persons may attend Mediation sessions only with the prior written consent of each of the Parties, and with the consent of the Mediator.

L. Confidentiality

1. The Mediator will not divulge confidential information disclosed to a Mediator by the Parties or by witnesses in the course of the Mediation.
2. All records, reports, or other documents received by a Mediator while serving as Mediator, are confidential.
3. The Mediator must not be compelled to divulge such records or to testify in regard to the Mediation in any adversary proceeding or judicial forum.



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4. The Parties shall maintain the confidentiality of the Mediation and shall not rely on, or introduce as evidence in any arbitration, judicial or other proceedings:
 - a. Views expressed or suggestions made by the other Party with respect to a possible settlement of the dispute;
 - b. Statements made by the other Party in the course of the Mediation proceedings;
 - c. Proposals made or views expressed by the Mediator;
 - d. Whether the other Party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.
- M. No Stenographic Record
 1. There shall be no stenographic record of the Mediation.
- N. Termination of Mediation
 1. The Mediation shall be terminated:
 - a. By the execution of a Settlement Agreement by the Parties with respect to the issues subject to the Mediation;
 - b. By a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or
 - c. By a written declaration of one or more of the Parties to the effect that the Mediation proceedings are terminated.
- O. Exclusion of Liability
 1. No Mediator shall be a necessary party in judicial proceedings related to the Mediation.
- P. Interpretation and Application of These Mediation Provisions
 1. The Mediator will interpret and apply these Mediation provisions insofar as they relate to the Mediator's duties and responsibility.
- Q. Expenses
 1. The expenses of witnesses for each Party must be paid by the Party producing such witnesses.
 2. All other expenses of the Mediation, including required traveling and other expenses of the Mediator, and the expenses of any witness called by the Mediator, and the cost of any proofs or expert advice produced at the direct request of the Mediator, will be apportioned equally between the Parties, or as may otherwise be agreed by the Parties, provided, however, that a Party shall not be responsible for any such Mediation expense to which such Party did not consent in advance in writing.

12.05 Compensation for Participation in Mediation

- A. Consultant is not entitled to compensation for time spent in or for negotiations or Mediation to resolve questions or disputes between Consultant and Owner arising out of this PSA.

PART 13 - MISCELLANEOUS PROVISIONS

13.01 Capitalization and Formatting

- A. Terms capitalized in this PSA include those that are:
 1. Specifically defined; or
 2. Titles of Parts or paragraphs; or
 3. Titles of reports or Deliverables; or
 4. Titles of other documents.



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- B. Unless otherwise indicated, **highlighted**, **emboldened**, *italicized*, or underlined text is not indented to imply special significance but serves merely as an aid to the reader to distinguish or quickly reference selected text.
- C. Text shown with Strike Through font is meant to, and does, exclude such text from the PSA. It is shown as such merely for the convenience of the Owner.
- D. The captions of the Parts and paragraphs are for convenience only and will not be deemed relevant in resolving any question of interpretation or construction of any such Part or paragraph.

13.02 Force Majeure

- A. Neither party hereto shall be liable to the other Party hereto for damages or delay in performance caused by events beyond the control of such Party or such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, provided that (i) such events are not in any way attributable to any act or omission by or on behalf of such Party or any of such Party's employees, agents, affiliates, officers, directors, Subconsultants, or representatives, and (ii) the Party claiming such delay promptly provides written notice to the other Party specifying the cause and a good faith estimate of the duration of such delay ("Force Majeure Notice"), and (iii) such Party cures such delay and resumes performance hereunder as soon as practicable under the circumstances. Except for those commitments identified in the Force Majeure Notice, the affected Party shall not be relieved of its responsibility to fully perform as to all other obligations of such Party under this Agreement. Notwithstanding the foregoing, if such Force Majeure event continues for a period of more than 90 days from the date of such Force Majeure Notice, the County shall be entitled, in its sole discretion, to immediately terminate this Agreement upon written notice to Consultant.

13.03 Waiver

- A. In the event any provision of this PSA is held to be invalid and unenforceable by a court of competent jurisdiction, the remaining provisions shall be valid and binding on the Parties.
- B. One or more waivers by either Party of any provision, term, condition or covenant shall not constitute a waiver of any subsequent breach.

13.04 Timely Approvals

- A. Whenever the approval of Owner or Consultant is required pursuant to this PSA, such approval shall not be unreasonably withheld or delayed.

13.05 Ownership & Use of Deliverables and Instruments of Service

- A. Owner shall be the owner of the following items in connection with this Agreement upon creation, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Consultant shall not release any of such items to any other person except after prior written approval of Owner.
 Unless otherwise specified herein, Consultant hereby assigns to Owner all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Consultant pursuant to this PSA (collectively referred to as "Copyrightable Work and Inventions"). Owner shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions and all Deliverables provided to County hereunder. Consultant agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder, including all licenses and permissions as may be necessary for County to use all Deliverables produced by Consultant hereunder. Consultant warrants that no Copyrightable Works and Inventions or any other item provided under this Agreement will



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infringe upon any intellectual property or proprietary rights of any third party. Consultant at its own expense shall defend, indemnify, and hold harmless Owner against any claim that any Copyrightable Works and Inventions or other items provided by Consultant hereunder infringe upon intellectual or other proprietary rights of a third party, and Consultant shall pay all damages, costs, settlement amounts, and fees that may be incurred by Owner in connection with any such claims.

- B. This Part 13.05 shall survive expiration or termination of this PSA.
- C. Consultant is not entitled to any fees for Owner's use of any Deliverable or instrument of Service unless Owner enters into a separate agreement with Consultant specifically providing for such fees.

13.06 Reliance

- A. Unless otherwise indicated, Consultant may rely on the accuracy and technical quality of documents provided by Owner or the Owner's authorized consultants.

13.07 Taxes

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

13.08 Conflicts of Interest

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

13.09 No Publicity or Endorsement

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

13.10 Non-Discrimination

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

13.11 Execution in Counterparts

- A. This PSA may be executed electronically and 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



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as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

13.12 Governing Law

- A. This PSA 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.

PART 14 - NOTICES

- A. All notices will be deemed to have been given when made in writing and delivered or mailed to the respective representative(s) of Owner and Consultant at their respective addresses as shown in Exhibit E ("Notices"), attached hereto and incorporated herein by reference.

PART 15 - LIMITS OF AGREEMENT

- A. This PSA, including all Exhibits hereto, together with the Request for Qualifications and Proposals for Project 20036 pursuant to which this Agreement was procured, and Consultant's Proposal submitted to County in response to same, a copy of which is attached hereto as Attachment 1 ("Proposal"), constitutes the entire and integrated agreement between Owner and Consultant with respect to the subject matter hereof, and supersede all prior and contemporaneous negotiations, representations, or agreements, whether written or oral.
- B. This PSA may be amended only by written agreement signed by Owner and Consultant, except as otherwise expressly authorized herein.
- C. 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 by a court of competent jurisdiction, 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 PSA shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
- D. No remedy herein conferred upon or reserved to Owner 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.

PART 16 - ORDER OF PRECEDENCE

- A. In the event of conflict or inconsistency between the provisions contained in Parts 1 through 18 of this Agreement and the provisions contained in the Exhibits and Attachments, the provisions contained in Parts 1 through 18 of this Agreement shall control and prevail over those in the Exhibits and Attachments, other than Exhibit D, which shall control and prevail. Consultant agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Consultant's Proposal (attached hereto as Attachment 2), on the one hand, and any other provision(s) of this Agreement, on the other, the provisions of this Agreement (including the RFQ/P) other than Consultant's Proposal shall take precedence and control and prevail.

PART 17 - EXHIBITS

- A. The following listed Exhibits and Attachments referred to herein are incorporated in this PSA as though set forth in full.
1. Exhibit A, "Consultant's Scope of Work & Hourly Rates"
 2. Exhibit B, "Consultant's Staff & Subconsultants"
 3. Exhibit C, "Consultant's Compensation"



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4. Exhibit D, "Indemnification And Insurance Requirements"
5. Exhibit E, "Notices"
6. Attachment 1: GHD Inc. Proposal

[Signatures appear on the following page.]



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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the first date executed by all of the parties hereto.

County of Santa Barbara

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

CONSULTANT:
GHD INC.

By: _____
Deputy

Signed by:
By: Bhaskar Kolluri
Name: 263BC88033F04D4...
Title: **Bhaskar Kolluri, PE**
Business Group Leader – US West | Treatment

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

Signed by:
By: Laron Zambrano
Name: 98B45FFED91E4FC...
Deputy County Counsel

Signed by:
By: James Munro
Name: 02BA147EF6A64DE...
Deputy

APPROVED AS TO FORM:
MARISA KAHN
INTERIM RISK MANAGER

RECOMMENDED FOR APPROVAL:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

Signed by:
By: Marisa Kahn
Name: DF54F5C66F0C41A...
Risk Manager

DocuSigned by:
By: Kirk Lagerquist
Name: 19AEQ490054E7CE...
Department Head

END OF AGREEMENT



EXHIBIT A

SCOPE OF WORK; HOURLY RATES

Consultant shall perform all of the following services set forth in this Scope of Work (“Services”) in exchange for the fixed fee Base Contract Amount set forth in the table below and in Section 1.a of Exhibit C, below, which shall include all overhead, administrative costs, and profit.

SCOPE OF WORK:

GHD Inc. will perform a condition assessment of the existing seawater reverse osmosis (SWRO) plant and the package wastewater treatment plant (WWTP) located at the Gaviota Mariposa Reina Site (“Facility”). The assessment shall support the County’s evaluation of potential acquisition, ownership, and future public use of the Facility.

The Scope of Work includes the following tasks:

1. Project Initiation (Task 1)
2. Existing Conditions Assessment
 - Evaluate current operating conditions of the SWRO and WWTP, including comparison of existing flow rates to original design capacities (SWRO). (Task 2)
 - Assess the condition and estimated remaining useful life of major equipment, systems, and components. (Task 3)
 - Identify required or recommended repairs and rehabilitation measures, with associated order-of-magnitude cost estimates. (Task 3)
3. Operations and Maintenance Evaluation
 - Estimate current operations and maintenance (O&M) costs, including labor, equipment, and consumables. (Task 5) (Task 6)
 - Estimate future O&M costs for potential upgraded or expanded systems, including labor, equipment, and replacement components (e.g., RO membranes). (Task 7) (Task 8)
4. Upgrade, Expansion, and Life-Cycle Considerations
 - Evaluate potential system upgrades or expansions to support anticipated future uses. (Task 7) (Task 8)
 - For the SWRO system, perform a life-cycle evaluation addressing long-term operational considerations, environmental impacts, and sustainability measures. (Task 4)
5. Permitting and Regulatory Review
 - Identify anticipated permitting and regulatory requirements and associated costs related to potential County ownership, operational changes, or changes in use for both the SWRO and WWTP. (Task 9)
6. Future Use Considerations
 - Incorporate consideration of potential future water and wastewater uses, including but not limited to (Task 7) (Task 8):
 - Fire suppression
 - Limited on-site building use
 - Solar improvements
 - Public water supply for an RV park
 - Fire Station 38 usage



- Caltrans rest stop usage
-

7. Deliverables

- GHD Inc. will prepare and submit a technical memorandum summarizing the findings of the assessment (Task 10)(Task 11)(Task 12). The memorandum shall include:
 - Evaluation of existing system conditions and capacities
 - Estimated remaining useful life of key components
 - Order-of-magnitude cost estimates for repairs, rehabilitation, upgrades, and expansion
 - Current and projected O&M cost estimates
 - Life-cycle and sustainability considerations for the SWRO system
 - Permitting and regulatory considerations and associated cost estimates

The technical memorandum preparation shall include a virtual workshop with the County of Santa Barbara (Task 11). The final deliverable shall provide sufficient information to support the County's decision-making regarding potential acquisition, ownership, and public use of the Facility.

Base Contract Amount Compensation Schedule:

Fee Estimate:

The Fee for this study is estimated at \$74,939. We reserve the right to move budget between tasks to maintain cost control. Please do not hesitate to contact me if you have any comments or questions.

Description	Project Director	Project Manager	Technical Specialist	Project Engineer	Staff Engineer	Wastewater Eng	Asset Management Lead	Project Admin	Total Hours	Labor Total	Disbursement	Disb. Fee	Total Disbursements	Estimated Project Total
	Mark Donovan	Steve Wait	Abhay	Azod Kavooosi	Sarjiv	Vanessa Lara	Hector Ruiz	Jenni Simpson						
	\$385	\$350	\$350	\$350	\$205	\$205	\$385	\$175						
Task1	10	33	0	0	16	0	0	6	65	\$19,730	\$500	\$1,184	\$1,684	\$21,414
Subtask 1.1 Project Management, Kickoff Meetings	2	25	0	0	8	0	0	6	41	\$12,210	\$0	\$733	\$733	\$12,943
Subtask 1.2 Site visit	8	8	0	0	8	0	0	0	24	\$7,520	\$500	\$451	\$951	\$8,471
Task2	0	0	0	0	10	0	0	0	10	\$2,050	\$0	\$123	\$123	\$2,173
Subtask 2.1 Validate existing flow rates of treatment systems	0	0	0	0	10	0	0	0	10	\$2,050	\$0	\$123	\$123	\$2,173
Task3	0	0	4	4	15	8	2	0	33	\$8,285	\$0	\$497	\$497	\$8,782
Subtask 3.1 Existing condition of systems assesment and repair cost estimation	0	0	4	4	15	8	2	0	33	\$8,285	\$0	\$497	\$497	\$8,782
Task4	0	0	8	4	10	2	6	0	30	\$8,970	\$0	\$538	\$538	\$9,508
Subtask 4.1 Life Cycle Analysis Evaluation	0	0	8	4	10	2	6	0	30	\$8,970	\$0	\$538	\$538	\$9,508
Task5	0	2	2	2	6	2	0	0	14	\$3,740	\$0	\$224	\$224	\$3,964
Subtask 5.1 Estimate operations cost of current systems: (labor and equipment)	0	2	2	2	6	2	0	0	14	\$3,740	\$0	\$224	\$224	\$3,964
Task6	0	0	1	1	4	2	1	0	9	\$2,315	\$0	\$139	\$139	\$2,454
Subtask 6.1 Estimate maintance cost of current system	0	0	1	1	4	2	1	0	9	\$2,315	\$0	\$139	\$139	\$2,454
Task7	2	2	4	0	4	2	0	0	14	\$4,100	\$0	\$246	\$246	\$4,346
Subtask 7.1 Estimate operate cost of an updated and/ or expanded systems: labor and	2	2	4	0	4	2	0	0	14	\$4,100	\$0	\$246	\$246	\$4,346
Task8	0	1	4	1	6	6	0	0	18	\$4,560	\$0	\$274	\$274	\$4,834
Subtask 8.1 Estiamte capital cost for an updated and expanded systems	0	1	4	1	6	6	0	0	18	\$4,560	\$0	\$274	\$274	\$4,834
Task9	1	10	0	2	2	0	0	0	15	\$4,995	\$0	\$300	\$300	\$5,295
Subtask 9.1 New Permitting costs (RO and WWTP)	1	10	0	2	2	0	0	0	15	\$4,995	\$0	\$300	\$300	\$5,295
Task10	2	2	4	2	12	4	1	0	27	7235	0	\$434	\$434	\$7,669
Subtask 10.1 Draft Technical Memorandum	2	2	4	2	12	4	1	0	27	\$7,235	\$0	\$434	\$434	\$7,669
Task11	1	1	1	1	1	0	0	0	5	1640	0	\$98	\$98	\$1,738
Subtask 11.1 Virtual Workshop with Client	1	1	1	1	1	0	0	0	5	\$1,640	\$0	\$98	\$98	\$1,738
Task12	1	1	2	1	4	0	0	0	9	2605	0	\$156	\$156	\$2,761
Subtask 12.1 Finalize Technical Memorandum	1	1	2	1	4	0	0	0	9	\$2,605	\$0	\$156	\$156	\$2,761
Total Labor Hours	17	52	30	18	90	26	10	6						
Estimated Project Total	\$6,545	\$18,200	\$10,500	\$6,300	\$18,450	\$5,330	\$3,850	\$1,050	249	\$70,225	\$500	\$4,214	\$4,714	\$74,939

Regards

Steve Wait
 Client Manager
 831-247-1108
 steve.wait@ghd.com



Rate Schedule for Supplemental Services:

The following hourly rates, which include all overhead, administrative costs, and profit, shall apply to any and all Supplemental Services performed during the Term in accordance with duly executed Change Orders.



**320 Goddard Way, Suite 200
Irvine, CA 92618 USA
www.ghd.com**

3 February 2026

Ashton Ellis
General Services Capital
Division
County of Santa Barbara
Casa Nueva – 260 N. San Antonio Road, 2nd Floor
Santa Barbara, CA 93110

Re: Gaivota Mariposa Reina Survey Fee Table

Dear Ashton Ellis,

Per the requested GHD labor Fee Table:

Area of Expertise	Staff	Rate (\$USD/ Hr)
Project Director	Mark Donovan	440
Project Manager	Steve Wait	365
Technical Specialist	Abhay Hanamsagar	440
Project Engineer	Azad Kavooosi	380
Staff Engineer	Sanjiv Lally	245
Staff Engineer-Junior	Staff	150
Wastewater Eng	Vanessa Lara	245
Asset Management Lead	Hector Ruiz	520
Structral Lead	Kenneth Yang	380
Project Admin	Jenni Simpson	305

Regards

Steve Wait
Client Manager
831-247-1108
steve.wait@ghd.com



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END EXHIBIT A



EXHIBIT B

CONSULTANT'S STAFF & SUBCONSULTANTS

- A. Consultant declares that the Principal-in-Charge on behalf of Consultant shall be Mark Donovan, Project Director. Consultant declares that Consultant's Project Manager shall be Steve Wait, Project Manager.
- B. Consultant will only employ subconsultants identified in the Consultant's Proposal submitted in response to the County's RFQ/P for this project (each, a "Subconsultant"), as set forth below, and each Subconsultants must, if their profession or specialty is licensable, be licensed by the State of California to perform such Services. Consultant must obtain Owner's prior written approval of any other subconsultants or subcontractors. Upon Owner's request, Consultant shall provide copies of all Subconsultant contracts to Owner.
- C. None of the Staff or Subconsultants specified in this Agreement shall be replaced without the prior written approval of the Director, or his Assistant Director designee, in each instance. If Consultant's Project Manager or any other designated key staff person or Subconsultant fails to perform to the satisfaction of Owner, upon written notice from the OPM, Consultant shall, within fifteen (15) calendar days, remove that person from the Project and provide a qualified replacement acceptable to Owner, and subject to Owner's prior written approval.

List of Consultant's Staff

Mark Donovan, Project Director

Steve Wait, Project Manager

Abhay, Technical Specialist

Azod Kavooosi, Project Engineer

Sanjiv, Staff Engineer

Vanessa Lara, Wastewater Engineer

Hector Ruiz, Asset Management Lead

Jenni Simnpson, Project Admin.

List of Subconsultants:

N/A

END EXHIBIT B



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EXHIBIT C

CONSULTANT'S COMPENSATION

1. COMPENSATION SUMMARY

a.	Consultant's Fixed Fee for the performance of all of the Services described in <u>Exhibit A ("Consultant's Scope of Work")</u> shall be:	
	Base Contract Amount:	
	Task 1	\$21,414.00
	Task 2	\$2,173.00
	Task 3	\$8,782.00
	Task 4	\$9,508.00
	Task 5	\$3,964.00
	Task 6	\$2,454.00
	Task 7	\$4,346.00
	Task 8	\$4,834.00
	Task 9	\$5,295.00
	Task 10	\$7,669.00
	Task 11	\$1,738.00
	Task 12	\$2,761.00
	SUBTOTAL: Base Contract Amount	\$74,939.00
b.	Allowance for Reimbursable Expenses pursuant to Part 10.02	\$0
c.	Supplemental Services Allowance for Supplemental Services that may be authorized by the Owner in writing pursuant to a duly executed Change Order issued during the Term in accordance with Part 10.03, above.	\$7,493.90
d.	MAXIMUM COMPENSATION LIMIT (a+b+c)	\$82,432.90

2. PROGRESS PAYMENTS

- a. For the **Base Contract Amount**, progress payments will be on a **FIXED FEE** basis for completion of each of milestone in accordance with Exhibit A.
- b. For Consultant compensation payable hereunder in terms of an **HOURLY FEE** (i.e., for Supplemental Services performed in accordance with duly executed Change Order(s)), payments will be made monthly and based on the actual hours worked during the billing period charged at the hourly rates set forth in Exhibit A, above, (**Consultant must include substantiating documentation for each payment request hereunder, including a breakdown of the staff hours for particular tasks performed as a task-fee breakdown**)
- c. Only invoices identifying personnel listed in Exhibit A or B, above, will be accepted by Owner as valid substantiation for hourly fee payment requests.
- d. Consultant must submit appropriate documentation and information to support each invoice, including a narrative description of Services performed during such billing period. including, but not limited to, all completed milestones and deliverables.

END EXHIBIT C



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EXHIBIT D
Indemnification and Insurance Requirements
(For Professional Contracts)

INDEMNIFICATION

To the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless COUNTY and any and all of its officers, officials, employees, agents, and volunteers (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs, caused in whole or in part by the negligent or wrongful act, error or omission of CONSULTANT, its officers, agents, employees or subconsultants (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of services under this agreement. CONSULTANT’s duty to defend shall consist of reimbursement of defense costs incurred by COUNTY including reasonable attorney’s fees and costs incurred in the defense of such matters to the extent the matters arise from, relate to or are caused by CONSULTANT’s negligent acts, errors or omissions. CONSULTANT’s duty to indemnify and hold harmless COUNTY shall not extend to the COUNTY’s sole or active negligence.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. **Minimum Scope and Limit of Insurance**
 Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than One Million Dollars (\$1,000,000) per occurrence. If a general aggregate limit applies, either the aggregate limit shall apply separately to this project or location (ISO CG 25 03 05 09 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form CA 00 01 covering any auto (Symbol 1), or if CONSULTANT has no owned autos, hired (Symbol 8) and non-owned autos (Symbol 9), with limits no less than One Million Dollars (\$1,000,000) per accident for bodily injury and property damage.
3. **Workers’ Compensation:** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limits no less than One



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Million Dollars (\$1,000,000) per accident for bodily injury or disease. *(Not required if CONSULTANT provides written verification that it has no employees)*

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONSULTANT's profession, with limit no less than Two Million Dollars (\$2,000,000) per occurrence or claim, Two Million Dollars (\$2,000,000) aggregate.

If the CONSULTANT maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONSULTANT. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10 11 85 or the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this agreement, the CONSULTANT's insurance coverage shall be primary and non-contributory at least as broad as ISO CG 20 01 12 19 as respects the COUNTY, its officers, officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, volunteers, and agents shall be excess of the CONSULTANT's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Self-Insured Retention** – Self-insured retentions (SIRs) must be declared to and approved by COUNTY. COUNTY may require CONSULTANT to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or COUNTY.
6. **Claims Made Policies** – If any coverage required is written on a claims-made coverage form:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.



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- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONSULTANT must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
7. **Umbrella or Excess Policy** - The CONSULTANT may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true “following form” or broader coverage basis, with coverage at least as broad as provided on the underlying CGL insurance.
8. **Acceptability of Insurers** – Insurance is to be placed with insurers authorized to conduct business in the State of California with a current AM Best’s rating of no less than A: VII, unless otherwise acceptable to the COUNTY.
9. **Verification of Coverage** – CONSULTANT shall furnish the COUNTY with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All documents are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT’s obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
10. **Subconsultants** – CONSULTANT shall require and verify that all subconsultants maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that COUNTY is an additional insured on insurance required from subconsultants.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
12. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.

END EXHIBIT D



County of Santa Barbara: General Services
Capital Division

EXHIBIT E
NOTICES

1. All notices are deemed to have been given when made in writing and delivered or mailed to the representatives of Owner and Consultant at their respective addresses as follows:

a. Owner:

County of Santa Barbara
Capital Division
260 N. San Antonio Road, 2nd Floor
Santa Barbara, CA 93110

Attention: Jeffrey Patton Assistant Director, General Services Department
(805) 568-934-6229/ jpatton@countyofsb.org

b. Consultant:

GHD Inc.
320 Goddard Way, Suite 200
Irvine, Ca 92618

Attention: Steve Wait, Client Manager
831-247-1108/steve.wait@ghd.com

END EXHIBIT E



County of Santa Barbara: General Services
Capital Division

ATTACHMENT 1

GHD Inc. Proposal



320 Goddard Way, Suite 200
Irvine, CA 92618
USA
www.ghd.com

20 January 2026

Diana Estorga
Capital Division Chief
General Services Department
County of Santa Barbara
912 W. Foster Road
Santa Maria, CA 93455

Re: Gaviota Mariposa Reina Site Review

Dear Diana Estorga,

The County of Santa Barbara General Services Department (CGS) is requesting a proposal to perform an assessment of an existing seawater reverse osmosis (SWRO) plant and a small package wastewater treatment plant (WWTP) at the Gaviota Mariposa Reina Site facility. The purpose of the assessment is to help the County understand the estimated remaining life for key equipment/components, approximate costs for completing any needed rehabilitation, as well as operation & maintenance (O&M) expenditures for the existing and upgraded infrastructure. In addition, for the SWRO plant, the County is interested in life cycle analysis, including environmental impact and sustainability measures, as well as permitting costs for the ownership and operation of the SWRO plant. This work will be used to determine if the County sees enough value in taking over this property and transforming the facility into a public space. This transformation may take on several capital and operational burdens, along with potential permitting and environmental efforts to allow for public transfer and use. GHD is prepared to support the County in this endeavor and is excited about providing the core treatment process details to aid in the decision-making process.

GHD understands the following potential uses are being considered and will take these into account for this condition assessment report:

- Supplemental potable water for fire suppression
- Limited on-site water usage for the existing building
- Limited usage for solar improvements
- Public water supply source for a RV park at the Terminal
- Fire Station 38 usage
- CALTRANS rest stop

Scope of Supply:

We want to make sure that the proposed assessment of both the RO and wastewater treatment plant helps us understand the following information:

- Existing flow rates vs design (RO)
- Existing condition of SWRO and WWTP systems, cost to conduct repairs if necessary.
- Cost to operate current systems: labor and equipment
- Cost to maintain current system (e.g. R/O elements, repairs, etc.)
- Cost to operate an updated or expanded systems: labor and equipment
- Cost to maintain an updated or expanded systems (e.g. R/O elements, repairs, etc.)
- Permitting costs to the County if ownership changes or the use intention changes (RO and WWTP)

Deliverable:

GHD will produce a detailed technical memo that will allow the County to understand all items listed in the scope of supply.

Fee Estimate:

The Fee for this study is estimated at \$74,939. We reserve the right to move budget between tasks to maintain cost control. Please do not hesitate to contact me if you have any comments or questions.

Description	Project Director	Project Manager	Technical Specialist	Project Engineer	Staff Engineer	Wastewater Eng	Asset Management Lead	Project Admin	Total Hours	Labor Total	Disbursement	Disb. Fee	Total Disbursements	Estimated Project Total
	Mark Donovan	Steve Wait	Abhay	Azod Kavooosi	Sarjiv	Vanessa Lara	Hector Ruiz	Jenni Simpson						
	\$385	\$350	\$350	\$350	\$205	\$205	\$385	\$175						
Task1	10	33	0	0	16	0	0	6	65	\$19,730	\$500	\$1,184	\$1,684	\$21,414
Subtask 1.1 Project Management, Kickoff Meetings	2	25	0	0	8	0	0	6	41	\$12,210	\$0	\$733	\$733	\$12,943
Subtask 1.2 Site visit	8	8	0	0	8	0	0	0	24	\$7,520	\$500	\$451	\$951	\$8,471
Task2	0	0	0	0	10	0	0	0	10	\$2,050	\$0	\$123	\$123	\$2,173
Subtask 2.1 Validate existing flow rates of treatment systems	0	0	0	0	10	0	0	0	10	\$2,050	\$0	\$123	\$123	\$2,173
Task3	0	0	4	4	15	8	2	0	33	\$8,285	\$0	\$497	\$497	\$8,782
Subtask 3.1 Existing condition of systems assesment and repair cost estimation	0	0	4	4	15	8	2	0	33	\$8,285	\$0	\$497	\$497	\$8,782
Task4	0	0	8	4	10	2	6	0	30	\$8,970	\$0	\$538	\$538	\$9,508
Subtask 4.1 Life Cycle Analysis Evaluation	0	0	8	4	10	2	6	0	30	\$8,970	\$0	\$538	\$538	\$9,508
Task5	0	2	2	2	6	2	0	0	14	\$3,740	\$0	\$224	\$224	\$3,964
Subtask 5.1 Estimate operations cost of current systems: (labor and equipment)	0	2	2	2	6	2	0	0	14	\$3,740	\$0	\$224	\$224	\$3,964
Task6	0	0	1	1	4	2	1	0	9	\$2,315	\$0	\$139	\$139	\$2,454
Subtask 6.1 Estimate maintance cost of current system	0	0	1	1	4	2	1	0	9	\$2,315	\$0	\$139	\$139	\$2,454
Task7	2	2	4	0	4	2	0	0	14	\$4,100	\$0	\$246	\$246	\$4,346
Subtask 7.1 Estimate operate cost of an updated and/ or expanded systems: labor and	2	2	4	0	4	2	0	0	14	\$4,100	\$0	\$246	\$246	\$4,346
Task8	0	1	4	1	6	6	0	0	18	\$4,560	\$0	\$274	\$274	\$4,834
Subtask 8.1 Estiamte capital cost for an updated and expanded systems	0	1	4	1	6	6	0	0	18	\$4,560	\$0	\$274	\$274	\$4,834
Task9	1	10	0	2	2	0	0	0	15	\$4,995	\$0	\$300	\$300	\$5,295
Subtask 9.1 New Permitting costs (RO and WWTP)	1	10	0	2	2	0	0	0	15	\$4,995	\$0	\$300	\$300	\$5,295
Task10	2	2	4	2	12	4	1	0	27	7235	0	\$434	\$434	\$7,669
Subtask 10.1 Draft Technical Memorandum	2	2	4	2	12	4	1	0	27	\$7,235	\$0	\$434	\$434	\$7,669
Task11	1	1	1	1	1	0	0	0	5	1640	0	\$98	\$98	\$1,738
Subtask 11.1 Virtual Workshop with Client	1	1	1	1	1	0	0	0	5	\$1,640	\$0	\$98	\$98	\$1,738
Task12	1	1	2	1	4	0	0	0	9	2605	0	\$156	\$156	\$2,761
Subtask 12.1 Finalize Technical Memorandum	1	1	2	1	4	0	0	0	9	\$2,605	\$0	\$156	\$156	\$2,761
Total Labor Hours	17	52	30	18	90	26	10	6						
Estimated Project Total	\$6,545	\$18,200	\$10,500	\$6,300	\$18,450	\$5,330	\$3,850	\$1,050	249	\$70,225	\$500	\$4,214	\$4,714	\$74,939

Regards

Steve Wait

Client Manager

831-247-1108

steve.wait@ghd.com