

## **AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR**

**THIS AGREEMENT** (hereafter Agreement) is made by and between the Laguna County Sanitation District, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California (hereafter DISTRICT) and Carollo Engineers, Incorporated, having its principal place of business at 10540 Talbert Avenue, Suite 200 East, Fountain Valley, California, 92708 (hereafter ENGINEER) wherein ENGINEER agrees to provide and DISTRICT agrees to accept the services specified herein.

**WHEREAS**, ENGINEER represents that it is specially trained, skilled, experienced, and competent to perform the special services required by DISTRICT and DISTRICT desires to retain the services of ENGINEER pursuant to the terms, covenants, and conditions herein set forth;

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

### **1. DESIGNATED REPRESENTATIVE**

Martin Wilder, P.E., at phone number (805) 739-8755 is the representative of DISTRICT and will administer this Agreement for and on behalf of DISTRICT. Toby Weissert, P.E., at phone number (714) 593-5100 is the authorized representative for ENGINEER. 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 personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To DISTRICT:                      Martin Wilder, P.E.  
Laguna County Sanitation District  
620 West Foster Road  
Santa Maria, CA 93455  
Ph: (805) 739-8755  
Fax: (805) 739-8753  
Email: mwilder@cosbpw.net

To ENGINEER:    Toby Weissert, P.E.  
Carollo Engineers, Incorporated  
10540 Talbert Avenue, Suite 200 East  
Fountain Valley, CA 92708  
Ph: (714) 593-5100  
Fax: (714) 593-5101  
Email: tweissert@carollo.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

### **3. SCOPE OF SERVICES**

ENGINEER agrees to provide services to DISTRICT in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. TERM**

ENGINEER shall commence performance on March 4, 2014 and end performance upon completion, but no later than June 30, 2017 unless otherwise directed by DISTRICT or unless earlier terminated.

### **5. COMPENSATION OF ENGINEER**

In full consideration for ENGINEER's services, ENGINEER 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 ENGINEER**

It is mutually understood and agreed that ENGINEER (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent ENGINEER as to DISTRICT and not as an officer, agent, servant, employee, joint venturer, partner, or associate of DISTRICT. Furthermore, DISTRICT shall have no right to control, supervise, or direct the manner or method by which ENGINEER shall perform its work and function. However, DISTRICT shall retain the right to administer this Agreement so as to verify that ENGINEER is performing its obligations in accordance with the terms and conditions hereof. ENGINEER understands and acknowledges that it shall not be entitled to any of the benefits of a DISTRICT employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. ENGINEER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, ENGINEER shall be solely responsible and save DISTRICT harmless from all matters relating to payment of ENGINEER's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, ENGINEER may be providing services to others unrelated to the DISTRICT or to this Agreement.

### **7. STANDARD OF PERFORMANCE**

ENGINEER represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, ENGINEER shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which ENGINEER is engaged. All products of whatsoever nature, which ENGINEER delivers to DISTRICT 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 ENGINEER's profession. ENGINEER shall correct or revise any errors or omissions, at DISTRICT's request without additional compensation. Permits and/or licenses shall be obtained and maintained by ENGINEER without additional compensation. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, ENGINEER has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty that DISTRICT's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

#### **8. DEBARMENT AND SUSPENSION**

ENGINEER certifies that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. ENGINEER certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### **9. TAXES**

ENGINEER shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. DISTRICT shall not be responsible for paying any taxes on ENGINEER's behalf, and should DISTRICT be required to do so by state, federal, or local taxing agencies, ENGINEER agrees to promptly reimburse DISTRICT 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.

#### **10. CONFLICT OF INTEREST**

ENGINEER covenants that ENGINEER 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 Agreement. ENGINEER further covenants that in the performance of this Agreement, no person having any such interest shall be employed by ENGINEER. DISTRICT retains the right to waive a conflict of interest disclosed by ENGINEER if DISTRICT determines it to be immaterial, and such waiver is only effective if provided by DISTRICT to ENGINEER in writing.

#### **11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

DISTRICT 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, 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. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at DISTRICT's sole risk and without liability or legal exposure to ENGINEER. ENGINEER shall not release any of such items to other parties except after prior written approval of DISTRICT.

ENGINEER's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CAD files, are tools for their preparation. As a convenience to DISTRICT, ENGINEER shall furnish to DISTRICT both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that DISTRICT shall hold ENGINEER harmless from liability arising out of changes or modifications to ENGINEER's data in electronic media form in DISTRICT's possession or released to others by DISTRICT.

Unless otherwise specified in Exhibit A, ENGINEER hereby assigns to DISTRICT 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 ENGINEER pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). DISTRICT 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. ENGINEER 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. ENGINEER warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of

any third party. ENGINEER at its own expense shall defend, indemnify, and hold harmless DISTRICT against any claim that any Copyrightable Works or Inventions or other items provided by ENGINEER hereunder infringe upon intellectual or other proprietary rights of a third party, and ENGINEER shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by DISTRICT in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

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

#### **13. DISTRICT PROPERTY AND INFORMATION**

All of DISTRICT's property, documents, and information provided for ENGINEER's use in connection with the services shall remain DISTRICT's property, and ENGINEER shall return any such items whenever requested by DISTRICT and whenever required according to the Termination section of this Agreement. ENGINEER may use and rely on such items only in connection with providing the services. ENGINEER shall not disseminate any DISTRICT property, documents, or information without DISTRICT's prior written consent.

#### **14. RECORDS, AUDIT, AND REVIEW**

ENGINEER shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of ENGINEER'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 principles. DISTRICT shall have the right to audit and review all such documents and records at any time during ENGINEER's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), ENGINEER shall be subject to the examination and audit of the California State Auditor, at the request of the DISTRICT or as part of any audit of the DISTRICT, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). ENGINEER shall participate in any audits and reviews, whether by DISTRICT or the State, at no charge to DISTRICT.

If federal, state or DISTRICT audit exceptions are made relating to this Agreement, ENGINEER shall reimburse all costs incurred by federal, state, and/or DISTRICT governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from DISTRICT, ENGINEER shall reimburse the amount of the audit exceptions and any other related costs directly to DISTRICT as specified by DISTRICT in the notification.

#### **15. INDEMNIFICATION AND INSURANCE**

ENGINEER agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

#### **16. NONDISCRIMINATION**

DISTRICT hereby notifies ENGINEER that DISTRICT'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 ENGINEER agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

ENGINEER understands that this is not an exclusive Agreement and that DISTRICT shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by ENGINEER as the DISTRICT desires.

**18. NON-ASSIGNMENT**

ENGINEER shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of DISTRICT and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

**19. TERMINATION**

- A. By DISTRICT. DISTRICT may, by written notice to ENGINEER, terminate this Agreement in whole or in part at any time, whether for DISTRICT's convenience, for nonappropriation of funds, or because of the failure of ENGINEER to fulfill the obligations herein.
1. **For Convenience.** DISTRICT may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, ENGINEER shall, as directed by DISTRICT, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on DISTRICT from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or DISTRICT governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then DISTRICT will notify ENGINEER of such occurrence and DISTRICT 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, DISTRICT shall have no obligation to make payments with regard to the remainder of the term.
  3. **For Cause.** Should ENGINEER default in the performance of this Agreement or materially breach any of its provisions, DISTRICT may, at DISTRICT's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, ENGINEER shall immediately discontinue all services affected (unless the notice directs otherwise) and notify DISTRICT as to the status of its performance. The date of termination shall be the date the notice is received by ENGINEER, unless the notice directs otherwise.
- B. By ENGINEER. Should DISTRICT fail to pay ENGINEER all or any part of the payment set forth in EXHIBIT B, ENGINEER may, at ENGINEER's option terminate this Agreement if such failure is not remedied by DISTRICT within thirty (30) days of written notice to DISTRICT of such late payment.
- C. Upon termination, ENGINEER shall deliver to DISTRICT all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by ENGINEER in performing this Agreement, whether completed or in process, except such items as DISTRICT may, by written permission, permit ENGINEER to retain. Notwithstanding any other payment provision of this Agreement, DISTRICT shall pay ENGINEER for satisfactory services 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 ENGINEER be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. ENGINEER shall furnish to DISTRICT such financial information as in the judgment of DISTRICT is necessary to determine the reasonable value of the services rendered by ENGINEER. In the event of a dispute as to the reasonable value of the services rendered by ENGINEER, the decision of DISTRICT shall be final. The foregoing is cumulative and shall not affect any right or remedy which DISTRICT may have in law or equity.

**20. 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.

**21. 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.

**22. REMEDIES NOT EXCLUSIVE**

No remedy herein conferred upon or reserved to DISTRICT 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.

**23. TIME IS OF THE ESSENCE**

Time is of the essence in this Agreement and each covenant and term is a condition herein.

**24. NO WAIVER OF DEFAULT**

No delay or omission of DISTRICT 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 DISTRICT shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of DISTRICT.

**25. 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.

**26. 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.

**27. COMPLIANCE WITH LAW**

ENGINEER shall, at its sole cost and expense, comply with all District, 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 ENGINEER in any action or proceeding against ENGINEER, whether DISTRICT is a party thereto or not, that ENGINEER has violated any such ordinance or statute, shall be conclusive of that fact as between ENGINEER and DISTRICT.

**28. CALIFORNIA LAW AND JURISDICTION**

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.

**29. 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.

**30. AUTHORITY**

All signatories and 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, ENGINEER hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which ENGINEER is obligated, which breach would have a material effect hereon.

**31. SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

**32. 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.

**33. THIRD PARTIES**

The services to be performed by ENGINEER are intended solely for the benefit of DISTRICT. No person or entity not a signatory to this Agreement shall be entitled to rely on ENGINEER's performance of its services hereunder, and no right to assert a claim against ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of ENGINEER's services hereunder.

//  
//

Agreement for Services of Independent Contractor between the **Laguna County Sanitation District** and **Carollo Engineers, Incorporated.**

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Ex-Officio Clerk of the Board

**DISTRICT:**

LAGUNA COUNTY SANITATION DISTRICT

By:   
Deputy Clerk

By:   
Chair, Board of Supervisors  
Ex-Officio Chair, Board of Directors

Date: 3-4-14

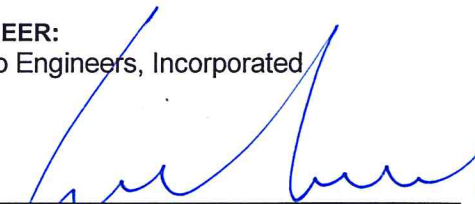
**RECOMMENDED FOR APPROVAL:**

Public Works Department

By:   
Department Head

**ENGINEER:**

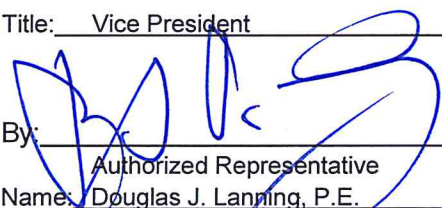
Carollo Engineers, Incorporated

By:   
Authorized Representative  
Name: Graham Juby, P.E. 67217  
Title: Vice President

**APPROVED AS FORM:**

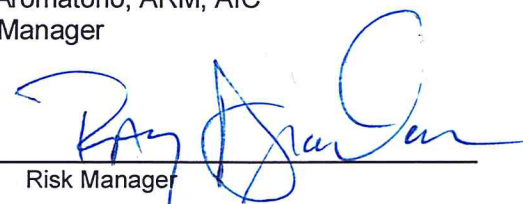
Michael C. Ghizzoni  
County Counsel

By:   
Deputy County Counsel

By:   
Authorized Representative  
Name: Douglas J. Lanning, P.E.  
Title: Vice President

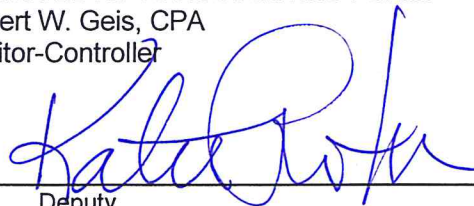
**APPROVED AS FORM:**

Ray Aromatorio, ARM, AIC  
Risk Manager

By:   
Risk Manager

**APPROVED AS TO ACCOUNTING FORM:**

Robert W. Geis, CPA  
Auditor-Controller

By:   
Deputy

## EXHIBIT A

### STATEMENT OF WORK

#### Laguna County Sanitation District Phase 1 Plant Upgrade – Pre-Design

#### Scope of Work (January 06, 2014)

The following details the tasks to be completed by the Carollo/Cannon team:

#### PROJECT MANAGEMENT

##### **Task 1 – Work Plan and Schedule**

*The plan should include a discussion on approach, analysis methods, as well as the qualifications of key staff, office locations, and the firms' experience. A work schedule should include a discussion on project goals, tasks, and milestones. An initiation meeting and periodic progress meetings will be used to introduce project staff, communicate and transfer information and establish contacts. Two meetings with the Regional Water Quality Control Board to discuss NPDES permitting, is also anticipated.*

We will present the information in the Work Plan document to the District at the Kick-Off meeting. The Work Plan describes the following:

- Project goals
- Project team
- Scope of work
- Schedule by task that includes all work products, milestones, review times, and meetings
- A format for monthly project monitoring and reporting
- Task codes that are used to track project progress
- Communication protocols including phone, e-mail, written correspondence, file management, and meetings
- Quality management criteria and procedures to be followed to provide a quality project
- Risk management including known risks that could impact the project outcome and how they will be mitigated

##### **Deliverables:**

- A Draft Work Plan document will be prepared and submitted to the District prior to the Kick-Off Meeting. Based on input from District staff received at the Kick-Off Meeting, a Final Work Plan will be prepared and submitted.
- A Kick-Off Meeting will be held between key Carollo/Cannon and District staff following receipt of Notice to Proceed. Applicable background information to be reviewed by the Carollo/Cannon team (Task 3) will be provided by the District at the Kick-Off Meeting. An agenda will be provided to the District a minimum of five working days prior to the Kick-Off Meeting and meeting minutes will be provided no more than five working days following the meeting.
- Two Progress Meetings, in addition to the Kick-Off Meeting, are anticipated for the duration of the project. An agenda will be provided to the District a minimum of five working days prior to these Progress Meetings and meeting minutes will be provided no more than five working days following the meeting.

## **Task 2 – Project Management**

This task includes routine management activities for the duration of the pre-design, development and submittal of a monthly progress report, and overall coordination and assistance. The routine management activities include:

- Review and oversight of all technical issues
- Developing and tracking communication channels
- Monitoring and overseeing the status of the schedule and budget
- Monitoring and logging project decisions
- Tracking out-of-scope work items

### **Deliverables:**

- A monthly progress report will be completed and submitted to the District delineating the project progress for the past month and the plan for the next month. A total of 16 reports are anticipated.

## **PRELIMINARY DESIGN**

### **Task 3 – Review of Master Plan (and Associated Documents) and Review of Existing Facilities**

*Technical review of the supplied documents and assessment of existing facilities to remain in service.*

Review the documents relevant to the Phase 1 upgrade including the Wastewater Reclamation Plant Facilities and Financial Master Plan (July 2010) and associated addenda, Feasibility Study of Treated Wastewater Discharge Options (May 2008), Waste Discharge Requirements and Master Recycling Permit Order No. R3-2011-0217, Review of Surface Water Disposal Option for Treated Wastewater Effluent Technical Memorandum (December 2010), and available geotechnical and survey information.

Critical items from the Master Plan that must be reviewed and validated include:

- Flows and loads for key influent constituents including BOD, TSS, TDS, NH<sub>3</sub>, and TKN
- Design criteria used to conceptually size upgrades to the primary and secondary treatment processes including the primary clarifiers, aeration basins, and secondary clarifiers
- Design criteria used to conceptually size the new WAS thickening equipment including anticipated WAS flows and solids concentration
- Condition of existing facilities including those that could potentially be rehabilitated such as the existing primary and secondary clarifiers

### **Task 4 – Permitting Support Technical Memorandum**

*The preliminary design should include consideration for redundancy, transferring over to the new processes, startup, and abandonment or demolition of facilities to be discontinued. Sizing of new equipment and processes to accommodate the appropriate peaking factors and integration with existing facilities should be considered. Layout of the new facilities and yard piping is needed in order to address a CEQA analysis.*

Based on a review of the Master Plan and other applicable background information, the Carollo/Cannon team will prepare the Permitting Support TM for the Phase 1 Plant Upgrade. It is anticipated that the Permitting Support TM will include information required for the District to obtain a new NPDES permit. Once the District moves forward with the final design effort, a Preliminary Design Report (not part of this scope – see Task 10) will be needed before construction plans and specifications can be prepared. The scope of work for this task is based on the Alternative II, Phase 1 project detailed in the Master Plan Technical Memorandum 5 – Addendum (dated March 22, 2010) including:

- New headworks with influent pumping, screening, and vortex grit removal facilities
- Aeration basins sized to provide nitrification/denitrification for a design flow between 3.7 and 3.8 MGD

- Two rectangular secondary clarifiers
- Aeration blowers for the new activated sludge process
- New RAS/WAS pump station
- Break tank ahead of the existing UV system
- Sludge thickening with rotary drum thickeners
- Control building extension (formal control room and a new laboratory)

#### **Task 4.1 - Process Design Criteria Development (Headworks)**

Applicable references and guidelines for the headworks facility will be identified. Process design criteria and a conceptual plan layout for the new headworks will then be developed. Based on the determined design criteria, the number of units, configuration, and sizing will be determined for the following major pieces of equipment:

- Step screens
- Influent pumps
- Vortex grit removal units
- Grit separation/washing/classification

#### **Task 4.2 - Process Design Criteria Development (Primary and Secondary Treatment)**

Applicable references and guidelines for the new primary and secondary treatment facilities will be identified. Process design criteria and conceptual layouts for the new primary clarifiers, aeration basins, blower facilities, RAS/WAS pump station, and secondary clarifiers will then be developed. A process model is required to confirm the sizing of the proposed primary and secondary treatment facilities. We will use our proprietary process modeling software Biotran™ for this evaluation. This model provides an overall mass balance for the entire plant including all processes and will be calibrated based on actual plant process data. To perform this calibration, available historical data for wastewater flow and influent and effluent characteristics for the preceding five-year period will be supplied by the District, in electronic format, and will be summarized in tabular format for the following:

- Average daily flow by month and year
- Average BOD concentration by month and year
- Average TSS concentration by month and year
- Average ammonia concentration by month and year
- Total Dissolved Solids concentrations and components (i.e., sodium, chloride, etc.)
- Other parameters as warranted by existing regulatory requirements

To supplement the modeling work described above, we will also use EnviroSim's BioWin® biological process model to specifically model the nutrient removal characteristics of the secondary treatment process.

Based on the determined design criteria, the number of units, configuration, and sizing will be determined for the following major pieces of equipment:

- Primary clarifier mechanisms
- Fine bubble aeration equipment
- Aeration blowers
- RAS/WAS pumps
- Secondary clarifier mechanisms

The following will also be included in the Permitting Support TM:

- Preliminary overall process flow diagram

#### **Task 4.3 - Process Design Criteria Development (Disinfection)**

Process design criteria and conceptual layouts will be developed for the new break tank that will be used to equalize flow to the UV reactors and improve overall system efficiency. A cursory review of the District's pasteurization evaluation will also be performed.

#### **Task 4.4 - Process Design Criteria Development (Sludge Thickening)**

Applicable references and guidelines for the new sludge thickening facility will be identified. Process design criteria and a conceptual layout for the new sludge thickening facility will then be developed. Based on the determined design criteria the number of units, configuration, and sizing of listed manufacturers will be determined for the following major pieces of equipment:

- Rotary drum thickeners
- WAS feed pumps
- Thickened sludge transfer pumps

#### **Task 4.5 – Plant Hydraulics**

An overall plant hydraulic profile will be developed for the project. The hydraulic model is required to size conveyance structures and pumping facilities associated with the Phase I upgrade including the influent pumps, influent screening channels, and process flow-related yard piping.

The following items will developed and included in the Permitting Support TM:

- Preliminary plant hydraulic profile
- Overall site plan including major process piping

#### **Task 4.6 – Preparation of Draft and Final Permitting Support Technical Memorandum**

The Carollo/Cannon team will prepare a Draft and Final Permitting Support TM to facilitate completion of the Report of Waste Discharge required for the District to obtain a new NPDES permit (Task 7). The Permitting Support TM will summarize the background information reviewed in Task 3 and the analysis performed under Tasks 4.1 through 4.5. This TM will form the basis for one portion (narrative description of current and proposed treatment facilities) of the Technical Report that will be submitted to the RWQCB as described in Task 7.2.

#### **Deliverables:**

- A Draft Permitting Support TM will be submitted to District staff for review. Following delivery of the Draft Permitting Support TM, Carollo will schedule a Draft Permitting Support TM Review Meeting. Carollo will provide meeting minutes within five working days following the Draft Permitting Support TM Review Meeting. Following the Draft Permitting Support TM Review Meeting and receipt of comments from District staff, Carollo will submit a Final Permitting Support TM.

#### **Task 5 – Evaluation of Cost Saving Measures**

Two cost saving measures were identified for evaluation during the preliminary design and are detailed below.

##### **Task 5.1 – SRT Optimization and Bio-Augmentation**

The design criteria in the Master Plan for the activated sludge process indicates an aerobic SRT of 8 days. There may be a possibility to reduce this SRT to around 5 to 6 days and therefore reduce the overall size of the aeration basins. The SRT could also potentially be further reduced with implementation of a sidestream treatment process such as conversion of a portion of the aeration basins to a centrate and RAS reaeration basin (CaRRB) to provide bio-augmentation. Since the Carollo/Cannon team will create a new biological process model (BioWin<sup>®</sup>) as part of Task 4, new scenarios that will be used to identify sizing for the sidestream process and the cost for this alternative can be more efficiently developed.

##### **Task 5.2 – Rehabilitation of the Secondary Clarifiers**

It is clear from the Master Plan and various site visits that the mechanical components in these clarifiers need to be replaced. However, it is unclear whether the existing secondary clarifiers could be used together with the new suspended growth process. If the clarifier can be used it could provide a capital cost saving. This task includes identification of the necessary improvements to rehabilitate and reuse these clarifiers including a comparison of the rehabilitation versus replacement costs. A non-destructive structural analysis of the clarifier structures will be performed in order to assess the extent of any repairs required for the concrete basins.

No separate deliverable is anticipated for Task 5. The documentation of the analysis and evaluation will be included in the Draft and Final Permitting Support TM (Task 4).

#### **Task 6 – Preliminary Cost Estimate**

*A capital cost estimate at the appropriate level of detail for the preliminary design. Some breakdown on cost items is anticipated.*

After confirming the sizing and layout of the new Phase I project facilities, a cost estimate will be prepared for the Phase I upgrade. This cost estimate will be a Class 4 cost estimate (as defined by the AACEI (2011)) and will include the costs of design, construction, construction management, legal, administrative, and other elements. The cost estimate will list major facilities associated with the project as well as a proposed schedule for starting and completing the project.

We will also prepare O&M cost projections for the Draft and Final Permitting Support Technical Memorandum.

#### **PERMITTING ASSISTANCE**

##### **Task 7 - NPDES Permit Assistance**

*Aspects of the final effluent need to be discussed indicating that the proposed design will meet NPDES limits as related to the RWQCB Basin Plan, Total Maximum Daily Load (TMDL), toxicity, and expanded effluent testing criteria. A mass balance and computer modeling may be necessary depending on the various treatment processes proposed. While discharge by irrigation and industrial use is considered the main mechanism for discharge, creek discharge is eventually anticipated when winter storage capacity is exceeded.*

The purpose of this task is to prepare a Report of Waste Discharge (ROWD) to support the District's application for new Waste Discharge Requirements/National Pollutant Discharge Elimination System (WDR/NPDES) permit that will authorize the discharge of treated effluent to Orcutt Creek, an ephemeral stream.

Based on conversations with the Regional Water Quality Control Board (RWQCB), Central Coast Region, the new permit will also contain updated WDRs for the land discharge and recycling requirements, so that all WRP discharges will be regulated under one permit. The current WDRs (Order No. R3-2011-0217) will be rescinded.

##### **Task 7.1 – Meetings**

The Carollo/Cannon team will meet with District staff to confirm the District's goals and objectives for the new WDR and discuss strategies for meeting with the RWQCB. In addition to this initial meeting, three (3) additional meetings will be scheduled with the District to gather information, discuss preliminary findings, and obtain feedback during preparation of the ROWD documents.

The Carollo/Cannon team has anticipated three (3) meetings with the RWQCB to discuss the new NPDES permit. It is anticipated that two (2) individuals from Carollo will attend these meetings. Details regarding these meetings are provided below:

- **Meeting No. 1** – Meet with the RWQCB to inform them of the District’s plans, discuss the documentation needed for the ROWD, hear their expectations, and the possible timing of RWQCB review.
- **Meeting No. 2** – Meet with the RWQCB to review the preliminary findings of the Reasonable Potential Analysis (RPA, Subtask 7.4) and the Anti-Degradation Analysis (ADA, Subtask 7.3) and obtain their feedback.
- **Meeting No. 3** – Meet with the RWQCB to submit the ROWD and Technical Report, and review the District’s objectives for the new permit and the documentation.

#### **Task 7.2 – Preparation of ROWD Application Package and Report**

The ROWD will consist of ROWD Form 200, United States Environmental Protection Agency (USEPA) Form 1, NPDES Form 2A, and a Technical Report to supplement the application. The Technical Report will include the following information required by the application forms:

- Maps of project location, points of discharge and the proposed outfall to Orcutt Creek
- Summary tables of wastewater flows and characteristics (five years of data)
- Effluent and receiving water data for water quality and toxicity, according to the lists provided in NPDES Form 2A and California Toxics Rule (CTR) constituents. The data will be generated as part of Task 7.5 (Sampling Work Plan) and will be utilized for the RPA and the ADA.
- Description of the receiving water (Orcutt Creek) and its watershed, flow characteristics, and summary of existing and potential beneficial uses
- Table of proposed effluent limitations for any constituents identified that may have a reasonable potential to cause an exceedances of water quality criteria in the receiving water, based on the RPA (Task 7.4)
- Summary of the findings of the ADA
- Proposed discharge flows to Orcutt Creek for the purpose of establishing the District’s discharge limit for the NPDES permit. Evaluate the capacity of the on-site storage pond, considering annual and wet weather flows, evaporation, and average precipitation, and the 100-year storm event. Flows exceeding pond storage capacity will be discharged to the creek, and this analysis will justify the proposed flow limits for the creek discharge (average annual and daily maximum).
- Narrative description of current and proposed treatment facilities and process units, including design criteria, wastewater and solids flow schematic and site layout.
- Other supportive information, such as:
  - A summary of water supply and quality
  - A characterization of groundwater in the area of the facility and discharge sites
  - A list of known industrial users and established industrial source control
  - Collection system
  - Stormwater system and control
  - Plans for growth, expansion, or other modifications anticipated during the next five years, salinity and nutrient management and control
- Summary of current recycled water program and identification of users. It is assumed there will be no significant changes to the programs as described in the current WDR. This background information will be incorporated into the new permit.

The above items will be included in a separate Technical Report that will be submitted to the RWQCB as part of the ROWD Application package. Carollo will develop the technical report that will accompany the application. The District will use the report to fill out the ROWD Form 200 for submittal to the RWQCB.

#### **Task 7.3 – Anti-Degradation Analysis**

An ADA will be conducted on the proposed discharge to Orcutt Creek. It is assumed an ADA is not needed on the land discharge practices that are currently permitted. The ADA will be provided in an appendix in the ROWD Technical Report and will contain the following:

- **Review of Anti-Degradation Policy and Guidance.** The Anti-Degradation Policy and Guidance will be reviewed so that the analysis conducted for the project is consistent with the latest regulatory guidance.
- **Beneficial Uses and Water Quality Standards.** Water quality standards and beneficial uses applicable to Orcutt Creek will be compiled to identify the most restrictive uses and associated standards for the discharge, including TMDLs.
- **Water Quality Assessment.** Water quality data (Task 7.5) for the effluent and the receiving water will be reviewed independently to provide an assessment of the remaining assimilative capacity after discharge to the Creek. Since flows in Orcutt Creek are intermittent, and there may be the potential to discharge effluent when the creek is dry, it is assumed the evaluation will not consider a mixing zone or dilution credits. This assumption will be confirmed with the RWQCB.
- **Quantification of Degradation.** The ADA Report will include a summary that identifies whether the proposed discharge will result in degradation of the receiving water quality and quantification of the extent of degradation expected from the discharge. If it is determined that the project will result in degradation of water quality and it is found that the degradation is not due to insufficiencies within the WRP, Carollo/Cannon will provide:
  - A detailed justification of why the proposed discharge shall be permitted; and
  - Supporting documentation that the proposed degradation is not a result of inadequate wastewater treatment facilities or operations.
- **Economic and Social Development Forecast.** A synopsis detailing the economic and social development forecasted for the District will be provided, building on information provided by the District.
- **Alternate Control Measures.** If it is determined that the discharge will result in degradation of the receiving water quality, the Carollo/Cannon team will include a discussion regarding alternate control measures for the appropriate constituents of concern. A feasibility analysis will be included for these control measures in the ADA Report.
- **BPTC Evaluation.** An evaluation for Best Practicable Treatment and Control (BPTC) will be conducted for the constituents of concern. This will list possible alternatives to reduce any identified degradation. BPTC measures will be identified and issues associated with implementation will be presented.
- **Financial and Economic Discussion.** A discussion of the District's financial and economic matters related to implementation of BPTC will be prepared. The costs for implementation of BPTC will be identified and the estimated economic impacts will be presented (estimated increase in user fees). The District will provide the Carollo/Cannon team with all relevant financial information related to this discussion. This task does not include a detailed rate analysis or use of an economic impact model to estimate socio-economic impacts of increased user fees.

Based on the findings of the above subtasks, the Carollo/Cannon team will prepare an ADA Report for submittal to the RWQCB.

#### **Task 7.4 – Reasonable Potential Analysis**

A RPA is required by the RWQCB as part of the ROWD for the proposed discharge to Orcutt Creek. The RPA must propose effluent limits consistent with the State Implementation Policy (SIP) for all California Toxics Rule (CTR) constituents showing a reasonable potential to cause or contribute to an exceedance of a water quality objective in Orcutt Creek.

The Carollo/Cannon team will compile applicable water quality standards for all CTR constituents (priority pollutants) and determine the lowest (most stringent) applicable criterion or objective for each. The water quality criteria will be adjusted per the guidance in the SIP, if necessary. These criteria will be confirmed with the RWQCB.

Existing water quality monitoring data for the effluent and Orcutt Creek will be obtained as part of Task 7.5. The data set will include effluent and upstream receiving water priority pollutant concentrations and hardness.

The RPA will be conducted using the protocol established by the RWQCB and in compliance with the procedures outlined in the SIP. The RPA will consist of:

- Identifying the observed maximum ambient background concentration of each pollutant for each receiving water
- Identifying the maximum effluent concentration of each pollutant
- Comparing the effluent and receiving water concentrations with the water quality criteria.

Per the procedures outlined in the SIP, these comparisons will identify those constituents that have a reasonable potential to cause or contribute to an excursion of the water quality criteria.

For each constituent identified above with a reasonable potential, the average monthly effluent limitation (AMEL) and maximum daily effluent limitation (MDEL) will be calculated. The AMEL and MDEL calculations will assume no dilution is available in Orcutt Creek.

The Carollo/Cannon team will prepare a RPA Report including the recommended AMEL and MDEL for each constituent requiring an effluent limitation.

#### **Task 7.5 – Sampling Plan and Data Reduction**

A sampling plan to collect effluent and receiving water priority pollutant data and hardness data for use in the ADA (Task 7.2) and the RPA (Task 7.3) will be prepared. The Sampling Plan will be based on the requirements set forth in the SIP. The sampling plan will identify sampling locations and specify the number of samples, proposed sampling dates, laboratory analytical methods, method detection limits, laboratory and field QA/QC, sampling types (grabs, composites), bottle types, preservatives, and holding times for each constituent. The Carollo/Cannon team will coordinate with the District's contract laboratory to confirm all specifications.

The Draft Sampling Plan will be prepared for review by the District and RWQCB, and conduct one conference call with the District and the RWQCB to obtain RWQCB feedback and comments. Upon receipt of comments, the Carollo/Cannon team will prepare the final Sampling Plan.

The Carollo/Cannon team scope does not include collection and transport of samples, or costs for analysis by a certified laboratory.

The Carollo/Cannon team will tabulate the data in spreadsheets customized for the RPA and ADA tasks. The data collected will be reviewed to determine appropriateness and look for possible outliers or anomalies. If any data are questionable (i.e., not consistent with other data, not representative of water quality, questionable QA/QC, etc.), the Carollo/Cannon team will discuss with the District and investigate possible reasons for the questionable data. If any data are inappropriate or insufficient for use, eliminating the data from the data set with the RWQCB will be discussed. It is assumed that the laboratory will provide analytical results in both pdf and Microsoft Excel spreadsheet formats.

#### **Deliverables:**

- A total of four (4) meetings between key Carollo/Cannon and District staff will be held to discuss the permitting process. Agendas will be provided to the District a minimum of five working days prior the meetings and meeting minutes will be provided no more than five working days following the meetings.
- A total of two (3) meetings between key Carollo/Cannon and RWQCB staff will be held to discuss the new NPDES permit. Agendas and necessary presentation material will be provided to the District and RWQCB a

minimum of five working days prior the meetings and meeting minutes will be provided to the District no more than five working days following the meetings.

- A Draft ROWD Technical Report will be submitted to District staff for review. Following the receipt of comments from District staff on the Draft ROWD Technical Report, the Carollo/Cannon team will submit a Final Technical Report to the RWQCB.
- A Draft ADA Report will be submitted to District staff for review. Following the receipt of comments from District staff on the Draft ADA Report, the Carollo/Cannon team will submit a Final ADA Report to the RWQCB.
- A Draft RPA Report will be submitted to District staff for review. Following the receipt of comments from District staff on the Draft RPA Report, the Carollo/Cannon team will submit a Final RPA Report to the RWQCB.
- A Draft Sampling Plan will be submitted to District and RWQCB staff for review. Following delivery of the Draft Sampling Plan, the Carollo/Cannon team will schedule a Draft Sampling Plan Review Meeting (conference call). Following the Draft Sampling Plan Review Meeting (conference call) and receipt of comments from District and RWQCB staff, Carollo will submit a Final Sampling Plan to the RWQCB.

#### **Task 8 – CEQA Assistance**

CEQA documentation will be completed by the District to address the new point of discharge to Orcutt Creek, and is not part of this Scope of Work. Carollo will provide limited assistance to review the project description for the Initial Study and review selected sections of the draft CEQA documents that pertain to the technical details regarding the treatment facilities and the proposed discharges.

If additional services associate with the completion of the CEQA documentation are desired by the District as the project implementation develops, the Carollo/Cannon team will prepare a separate scope and budget at that time.

#### **Items Not Included in the Scope of Work**

#### **OPTIONAL TASKS**

The following tasks (Tasks 9 and 10) are not included in the Scope of Work, but may be added to the Scope of Work by Amendment at a later date.

#### **Task 9 – UV System Revalidation**

At this time, it is unknown whether modifications to the UV system (i.e., construction of a break tank) to equalize flow to the in-vessel reactors will result in the need to revalidate the UV system. Even if the modifications to the UV system do not trigger a revalidation, it is Carollo's assessment that operational modifications and revalidation of the system could significantly improve efficiency. This scope item includes 20 test conditions, spanning a range of flows and UV transmittances (UVTs) for revalidation of the UV system.

#### **Deliverables:**

- A Draft UV Revalidation TM will be submitted to District staff for review. Following receipt of comments from District staff, Carollo will submit a Final UV Revalidation TM. The Final UV Revalidation TM will be included as an appendix to the Permitting Support TM.

#### **Task 10 – Preliminary Design Report**

As stated previously, the Permitting Support TM (Task 4) will provide the information necessary for the District to obtain a new NPDES permit. Before the District can begin preparation of the construction plans and specifications, a formal Preliminary Design Report is required.

The following task is provided as optional and includes the effort necessary to elevate the Permitting Support TM to a Preliminary Design Report. In addition to the information included in the Permitting Support TM, the Preliminary Design Report will include:

- Preliminary list of drawings
- Preliminary list of specifications
- Preliminary control narratives
- Draft process and instrumentation diagrams (P&IDs)
- Names of listed manufacturers for pieces of equipment
- Preliminary construction sequence and start-up plan for the following facilities:
  - Headworks
  - Primary and secondary treatment facilities
  - Sludge thickening facility

**Deliverable:**

- A Draft Preliminary Design Report will be submitted to District staff for review. Following delivery of the Draft Preliminary Design Report, Carollo/Cannon will schedule a Draft Preliminary Design Report Review Meeting. Carollo/Cannon will provide meeting minutes within five working days following the Draft Preliminary Design Report Review Meeting. Following the Draft Preliminary Design Report Review Meeting and receipt of comments from District staff, Carollo/Cannon will submit a Final Preliminary Design Report.

Work effort for the following items is not included in the Scope of Work:

- All work associated with Tasks 9 and 10
- Geotechnical, surveying, CEQA analysis, or permitting work
- Sample collection and the costs for all laboratory analyses
- Permit application fees
- Review of the draft permits issued by the RWQCB, negotiation of permit terms, or presentation or testimony at the RWQCB hearing
- Detailed rate analysis or use of an economic impact model for the ADA to estimate socio-economic impacts of estimated user fee increases
- Mixing zone analysis or calculation of dilution credits for the ADA
- Water Effect Ratio or translator studies for the RPA
- Work items not specifically listed in scope Tasks 1 through 8

**Schedule**

The preliminary schedule for the project is attached.

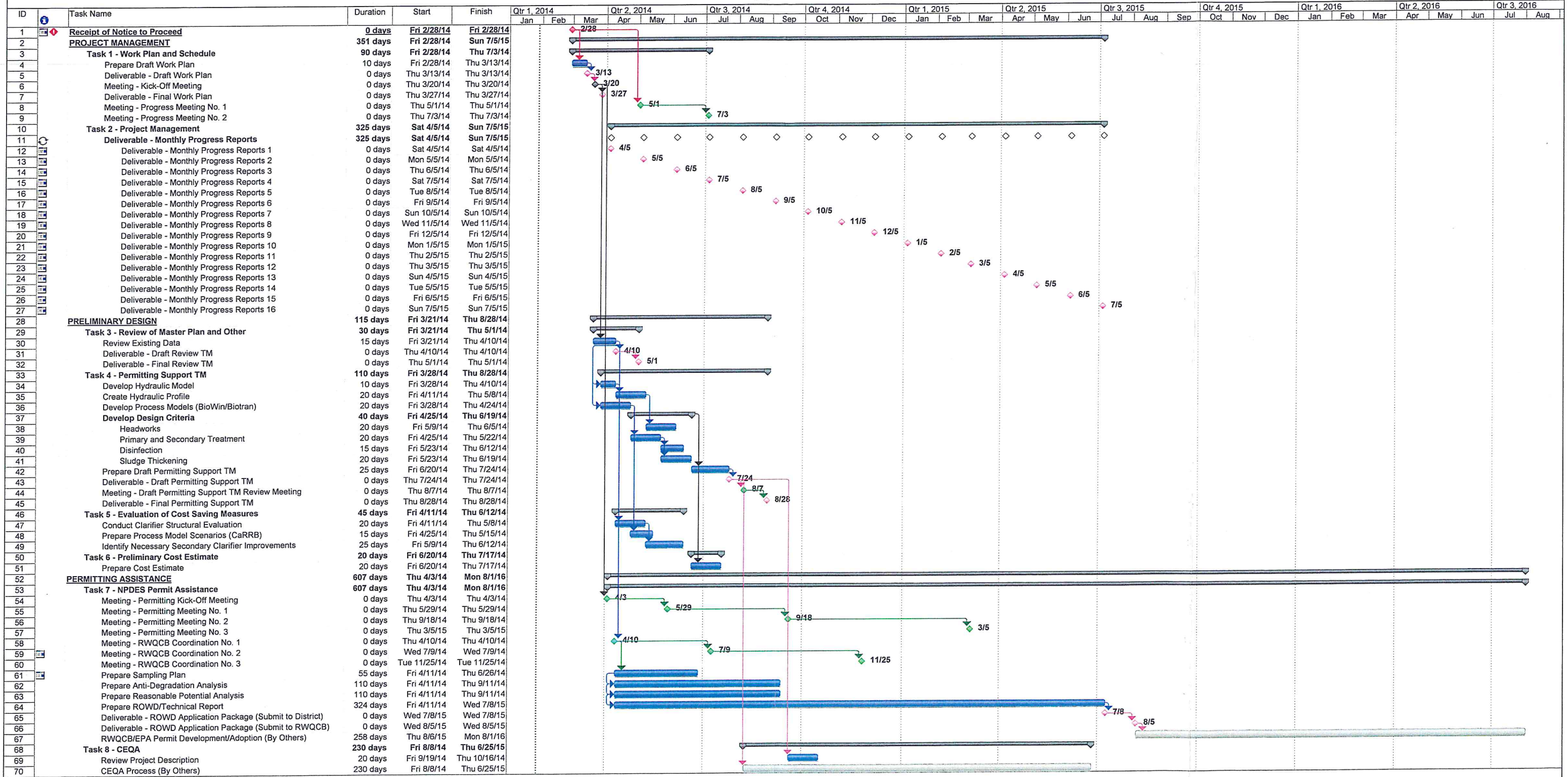
Staff presented in ENGINEER's statement of qualifications shall be the individual(s) personally responsible for providing all services hereunder. ENGINEER may not substitute other persons without the prior written approval of ENGINEER's Designated Representative.

**Suspension for Convenience.** DISTRICT may, without cause, order ENGINEER in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 10 working days. DISTRICT shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

**EXHIBIT A FEE ESTIMATE**  
**Laguna County Sanitation District**  
**Phase 1 Plant Upgrade**  
**(October 2013)**

Task Description	Carollo Manhours								Cannon Manhours							Fee	
	Senior Professional - G. Juby	Lead Project Professional - T. Weissert P. Carlo	Project Professional - E. Casares E. Garvey	Project Professional - C. Pretorius/ A. Salveson/ J. Doering/	Assistant Professional	Technician	Support Staff	Carollo Subtotal	Senior Principal Engineer	Sr. Associate Engineer	Project Engineer	Admin	Ravatt-Albrecht	Cannon RA Subtotal	Cannon Fee (Hide)	Combined Total (Hours)	Total Fee
<b>PROJECT MANAGEMENT</b>																	
Task 1 - Work Plan and Schedule																	
Task 1 - Sub Total	2	4	8	0	0	0	4	18	6	6	0	0	0	12	\$ 2,040	30	\$ 7,522
Task 2 - Project Management	2	4	8	0	0	0	4	18	6	6	0	0	0	12	\$ 2,040	30	\$ 7,522
Task 2 - Sub Total	34	60	24	16	0	0	4	138	16	0	0	0	0	16	\$ 2,880	154	\$ 36,717
Task 2 - Sub Total	34	60	24	16	0	0	4	138	16	0	0	0	0	16	\$ 2,880	154	\$ 36,717
<b>PRELIMINARY DESIGN</b>																	
Task 3 - Review of Master Plan/Existing Facilities																	
Task 3 - Sub Total	2	6	8	16	4	0	2	38	16	16	0	0	2	34	\$ 5,680	72	\$ 14,711
Task 3 - Sub Total	2	6	8	16	4	0	2	38	16	16	0	0	2	34	\$ 5,680	72	\$ 14,711
Task 4 - Permitting Support Technical Memorandum																	
Task 4.1 - Process Design Criteria Development (Headworks)	2	2	4	0	0	0	0	8	32	34	48	6	0	120	\$ 17,554	128	\$ 21,253
Task 4.2 - Process Design Criteria Development (Pri/Sec Treatment)	4	16	28	70	40	30	4	192	10	14	28	6	0	58	\$ 7,994	250	\$ 46,698
Task 4.3 - Process Design Criteria Development (Disinfection)	2	2	4	0	0	0	0	8	1	0	4	2	0	7	\$ 858	15	\$ 2,887
Task 4.4 - Process Design Criteria Development (Sludge Thickening)	0	2	6	24	8	4	4	48	0	0	0	0	0	0	\$ -	48	\$ 9,546
Task 4.5 - Plant Hydraulics	2	2	4	8	0	0	0	16	32	16	120	8	0	176	\$ 23,512	192	\$ 29,628
Task 4.6 - Preparation of Draft and Final Permitting Support TM	8	12	24	0	64	12	18	138	4	0	4	2	0	10	\$ 1,398	148	\$ 26,963
Task 4 - Sub Total	18	36	70	102	112	46	26	410	79	64	204	24	0	371	\$ 51,316	781	\$ 136,976
Task 5 - Evaluation of Cost Saving Measures																	
Task 5.1 - SRT Optimization and Bio-Augmentation	2	4	8	40	14	8	4	80	0	0	0	0	0	0	\$ -	80	\$ 16,132
Task 5.2 - Rehabilitation of Secondary Clarifier	1	2	4	32	16	16	4	75	16	4	4	2	0	26	\$ 4,198	101	\$ 18,556
Task 5 - Sub Total	3	6	12	72	30	24	8	155	16	4	4	2	0	26	\$ 4,198	181	\$ 34,688
Task 6 - Preliminary Cost Estimate																	
Task 6 - Sub Total	2	4	12	30	20	0	0	68	8	16	4	0	0	28	\$ 4,480	96	\$ 19,234
Task 6 - Sub Total	2	4	12	30	20	0	0	68	8	16	4	0	0	28	\$ 4,480	96	\$ 19,234
<b>PERMITTING ASSISTANCE</b>																	
Task 7 - NPDES Permit Assistance																	
Task 7.1 - Coordination Meetings	4	64	0	0	0	0	7	75	0	0	0	0	0	0	\$ -	75	\$ 19,683
Task 7.2 - Preparation of ROWD Application Package	2	32	10	12	112	8	18	194	0	0	0	0	0	0	\$ -	194	\$ 34,666
Task 7.3 - Antidegradation Analysis	2	36	60	0	160	0	16	274	0	0	0	0	0	0	\$ -	274	\$ 50,710
Task 7.4 - Reasonable Potential Analysis	2	36	0	0	80	0	16	134	0	0	0	0	0	0	\$ -	134	\$ 24,192
Task 7.5 - Sampling Plan and Data Reduction	2	16	4	0	60	0	2	84	0	0	0	0	0	0	\$ -	84	\$ 15,275
Task 7 - Sub Total	12	184	74	12	412	8	59	761	0	0	0	0	0	0	\$ -	761	\$ 144,525
Task 8 - CEQA Assistance																	
Task 8 - Sub Total	0	0	0	0	0	0	0	0	2	24	30	0	0	56	\$ 7,800	56	\$ 8,580
Task 8 - Sub Total	0	0	0	0	0	0	0	0	2	24	30	0	0	56	\$ 7,800	56	\$ 8,580
<b>TOTAL</b>																	
<b>TOTAL</b>	73	300	208	248	578	78	103	1588	143	130	242	26	2	543	\$ 78,394	2131	\$ 402,951

Exhibit A Schedule  
Laguna County Sanitation District  
Phase 1 Plant Upgrade - Preliminary Design



**EXHIBIT A  
CAROLLO ENGINEERS, INC.  
FEE SCHEDULE**

**As of January 1, 2013  
California**

	<u><b>Hourly Rate</b></u>
<b>Engineers/Scientists</b>	
Assistant Professional	\$149.00
Professional	182.00
Project Professional	216.00
Lead Project Professional	236.00
Senior Professional	257.00
<b>Technicians</b>	
Technicians	111.00
Senior Technicians	157.00
<b>Support Staff</b>	
Document Processing / Clerical	99.00
<b>Project Equipment Communication Expense (PECE) Per DL Hour</b>	<b>11.70</b>
<b>Other Direct Expenses</b>	
Travel and Subsistence	at cost
Mileage at IRS Reimbursement Rate Effective January 1, 2013	\$.565 per mile
Subconsultant	cost + 10%
Other Direct Cost	cost + 10%
Expert Witness	Rate x 2.0
Senior Process Specialist	Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.

## **EXHIBIT B**

### **PAYMENT ARRANGEMENTS**

#### **Periodic Compensation**

- A. For ENGINEER services to be rendered under this contract, ENGINEER shall be paid a total contract amount, including cost reimbursements, not to exceed \$402,951.
- B. Extra work required to compensate the work may be authorized only if ENGINEER receives written approval by the Public Works Director or designated representative identified in paragraph 1 of the Agreement at the same billing rates per unit as included in the Fee Estimate of Exhibit A. The total amount of this contingency fund is 10% of the agreement amount of \$40,295.
- C. Payment for services and /or reimbursement of costs shall be made upon ENGINEER's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by DISTRICT.
- D. Monthly, ENGINEER shall submit to the DISTRICT DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. DISTRICT shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. DISTRICT's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of DISTRICT's right to require ENGINEER to correct such work or billings or seek any other legal remedy.

## EXHIBIT C

### Indemnification and Insurance Requirements (For Design Professional Contracts)

#### INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES

ENGINEER agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by DISTRICT on account of any claim except where such indemnification is prohibited by law. ENGINEER's indemnification obligation applies to DISTRICT's active as well as passive negligence but does not apply to DISTRICT's sole negligence or willful misconduct.

#### INDEMNIFICATION PERTAINING TO DESIGN PROFESSIONAL SERVICES

ENGINEER agrees to indemnify, defend (with counsel reasonably approved by DISTRICT) and hold harmless DISTRICT and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities arising out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ENGINEER and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the DISTRICT.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

ENGINEER shall notify DISTRICT 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

ENGINEER 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 ENGINEER, his agents, representatives, employees or subcontractors.

##### A. Minimum Scope 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-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the ENGINEER's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the ENGINEER maintains higher limits than the minimums shown above, the DISTRICT requires and shall be entitled to coverage for the higher limits maintained by the ENGINEER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the DISTRICT.

**B. Other Insurance Provisions**

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

1. **Additional Insured** – DISTRICT, its officers, officials, employees, agents 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 ENGINEER including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the ENGINEER insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the ENGINEER's insurance coverage shall be primary insurance as respects the DISTRICT, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the DISTRICT, its officers, officials, employees, agents or volunteers shall be excess of the ENGINEER's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT
4. **Waiver of Subrogation Rights** – ENGINEER hereby grants to DISTRICT a waiver of any right to subrogation which any insurer of said ENGINEER may acquire against the DISTRICT by virtue of the payment of any loss under such insurance. ENGINEER 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 DISTRICT has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the DISTRICT. The DISTRICT may require the ENGINEER to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – ENGINEER shall furnish the DISTRICT with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the DISTRICT before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the ENGINEER's obligation to provide them. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time
8. **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, DISTRICT has the right but not the obligation or duty to terminate the Agreement.
9. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of 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 ENGINEER must purchase "extended reporting" coverage for a minimum of three (3) years after completion of contract work.

10. **Special Risks or Circumstances** – DISTRICT reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. ENGINEER agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of DISTRICT to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of DISTRICT.

Contract Summary Form:

Contract Number :

BC 14178

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than (<\$100,000) submit a Purchasing Requisition to the Purchasing Division of General Services. See "online purchasing manual" under General Services, Purchasing, Policies and Procedures. Form not applicable to revenue contracts.

D1. Fiscal Year.....: FY 2014/2015  
 D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 054-00-00-6000-0  
 D3. Requisition Number.....: 2014  
 D4. Department Name.....: Public Works  
 D5. Contact Person.....: Martin Wilder  
 D6. Phone.....: x8755

---

K1. Contract Type (check one): ☒ Personal Service ☐ Capital Project/Construction  
 K2. Brief Summary of Contract Description/Purpose.: Preliminary design of Phase 1 Plant Upgrade  
 K3. Original Contract Amount.....: \$443,246  
 K4. Contract Begin Date.....: March 4, 2014  
 K5. Original Contract End Date.....: June 30, 2017  
 K6. Amendment History (leave blank if no prior amendments):  
Seq#EffectiveDateThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate Purpose (2-4 words)  
 \$ \$ \$

---

K7. Department Project Number.....: PLEXP1

---

B1. Is this a Board Contract? (Yes/No).....: Yes  
 B2. Number of Workers Displaced (if any).....:  
 B3. Number of Competitive Bids (if any).....:  
 B4. Lowest Bid Amount (if bid).....: \$  
 B5. If Board waived bids, show Agenda Date.....:  
 B6. ... and Agenda Item Number.....: #  
 B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶) : Yes

---

F1. Encumbrance Transaction Code.....: 1701  
 F2. Current Year Encumbrance Amount.....: \$443,246  
 F3. Fund Number.....: 0001  
 F4. Department Number.....: 054  
 F5. Division Number (if applicable).....:  
 F6. Account Number.....: 7460  
 F7. Cost Center number (if applicable).....:  
 F8. Payment Terms.....: Net 30

---

V1. Vendor Numbers (A=Auditor; P=Purchasing) ...:  
 V2. Payee/Contractor Name.....: Carollo Engineers, Incorporated  
 V3. Mailing Address.....: 10540 Talbert Avenue, Suite 200 East  
 V4. City State (two-letter) Zip (include +4 if known) : Fountain Valley, CA 92708  
 V5. Telephone Number.....: (714) 593-5100  
 V6. Contractor's Federal Tax ID Number.....: 86-0899222  
 V7. Contact Person.....: Toby Weissert  
 V8. Workers Comp Insurance Expiration Date.....:  
 V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :  
 V10. Professional License Number.....: #C41239  
 V11. Verified by (name of County staff).....: Martin Wilder  
 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: