

: Contract Number: BC 10 - 112

D1. Fiscal Year: FY 2009-10

D2. Budget Unit Number (plus -Ship/-Bill codes in paren's) : 054

D3. Requisition Number.....:

D4. Department Name.....: Water Agency

D5. Contact Person.....: Matt Naftaly

D6. Phone.....: 568-3542

K1. Contract Type (check one): ☐ Personal Service ☐ Capital Project/Construction

K2. Brief Summary of Contract Description/Purpose : environmental document for project

K3. Original Contract Amount.....: \$127,114

K4. Contract Begin Date: ~~March 23, 2010~~ April 13, 2010

K5. Original Contract End Date.....: ~~September 31, 2011~~ September 30, 2011

K6. Amendment History (leave blank if no prior amendments):

Seq#EffectiveDateThisAmndtAmtCumAmndtToDateNewTotalAmtNewEndDate Purpose (2-4 words)

\$ \$ \$

K7. Department Project Number.....: WA8230

B1. Is this a Board Contract? (Yes/No): yes

B2. Number of Workers Displaced (if any): N/A

B3. Number of Competitive Bids (if any).....: N/A

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 ¶¶) :

F1. Encumbrance Transaction Code.....: 1701

F2. Current Year Encumbrance Amount.....: \$

F3. Fund Number: 3050

F4. Department Number.....: 054

F5. Division Number (if applicable).....: 04-07

F6. Account Number.....: 7460

F7. Cost Center number (if applicable).....:

F8. Payment Terms: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing).....:

V2. Payee/Contractor Name.....: GEI Consultants

V3. Mailing Address.....: 10860 Gold Center Drive, Suite 350

V4. City State (two-letter) Zip (include +4 if known) : Rancho Cordova, CA 95670

V5. Telephone Number: (916) 634-4500

V6. Contractor's Federal Tax ID Number (EIN or SSN) :

V7. Contact Person.....:

V8. Workers Comp Insurance Expiration Date.....:

V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) :

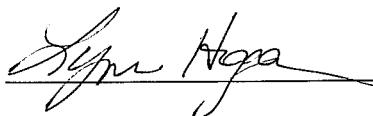
V10. Professional License Number.....: #

V11. Verified by (name of County staff).....:

V12. Company Type (Check one): ☐ Individual ☐ Sole Proprietorship ☐ Partnership ☐ Corporation

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

Date : Authorized Signature



AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Santa Barbara County Water Agency, a political subdivision of the State of California (hereafter COUNTY) and GEI Consultants, Inc. having its principal place of business at 10860 Gold Center Drive, Suite 350, Rancho Cordova, CA 95670 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

1. **DESIGNATED REPRESENTATIVE.** Matt Naftaly at phone number (805) 568-3542 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Tim Anenson at phone number (916) 634-4500 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. **NOTICES.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Thomas D. Fayram, Santa Barbara, County Water Agency, 123 E. Anapamu Street, Suite 240, Santa Barbara, CA 93101

To CONTRACTOR: Tim Anenson, GEI Consultants, 10860 Gold Center Drive, Suite 350, Rancho Cordova, CA 95670

or at such other address or to such other person that the parties may from time to time designate. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

3. **SCOPE OF SERVICES.** CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM.** CONTRACTOR shall commence performance on April 13, 2010 and end performance upon completion, but no later than September 30, 2011 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES.** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure.

7. **STANDARD OF PERFORMANCE.** CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards

observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **TAXES.** COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, and any material necessary for the practical use of the data and/or documents from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

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

15. **NONEXCLUSIVE AGREEMENT.** CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with

others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **TERMINATION.**

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not effect any right or remedy which COUNTY may have in law or equity.

2. For Cause. Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.

18. **SECTION HEADINGS.** The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

19. **SEVERABILITY.** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

20. **REMEDIES NOT EXCLUSIVE.** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy,

to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **NO WAIVER OF DEFAULT.** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

23. **ENTIRE AGREEMENT AND AMENDMENT.** In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

24. **SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY be a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

26. **CALIFORNIA LAW.** This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

27. **EXECUTION OF COUNTERPARTS.** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

28. **AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

29. **PRECEDENCE.** In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the **Santa Barbara County Water Agency** and **GEI Consultants, Inc.**

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

SANTA BARBARA COUNTY WATER AGENCY


By: _____
Chair, Board of Directors

Date: _____

ATTEST:
MICHAEL F. BROWN
CLERK OF THE BOARD

CONTRACTOR

By: _____
Deputy

By:  TIM ANERSON

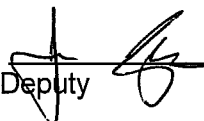
Title: VICE PRESIDENT

SocSec or TaxID Number: 042468348

APPROVED AS TO FORM:
DENNIS MARSHALL
COUNTY COUNSEL

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

By:  _____
Deputy County Counsel

By:  _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK PROGRAM ADMINISTRATOR

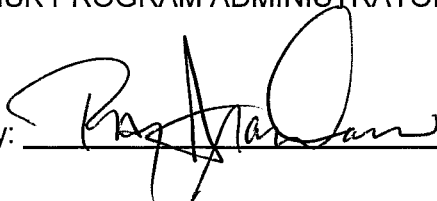
By:  _____

Exhibit A Statement of Work

1970 TO 2010 YEARS



Geotechnical
Environmental
Water Resources
Ecological

February 26, 2010

Mr. Matt Naftaly
Water Agency Manager
Santa Barbara County Water Agency
123 E. Anapamu Street
Santa Barbara, California 93101

**Subject: Proposal to Provide Management Services for the Santa Barbara
County-Wide Integrated Regional Water Management Planning Process**

Dear Mr. Naftaly:

Based on our discussions with you and the Cooperating Partners involved in the Santa Barbara County area-wide Integrated Regional Water Management (IRWM) Planning process, GEI is pleased to submit this proposal to provide management services during the ongoing development of the IRWM Plan and associated grant applications. In particular, the scope of work would include working closely with the County and cooperating partners pursuant to memoranda of understanding guiding this process. Management responsibilities would include close coordination with CH2MHill consultants who are currently providing technical support and Dudek Consultants who are providing administrative support to the Cooperating Partners.

During our discussions we agreed that our management services would be provided as a series of tasks described below. Based on his experience with developing the initial IRWM Plan and Proposition 50 grant application, the management services would be provided by Mr. Robert Almy. Mr. Sam Schaefer will provide support from our Santa Barbara office as needed.

The proposed Scope of Work has been framed as a series of tasks, which are described below.

Task 1: Facilitate completion of a project ranking process.

GEI will provide oversight and management services to facilitate completion of a project ranking process "PRP" (currently underway). This process is intended to evaluate potential projects according to their ability to address regional water planning objectives. Specifically this task will include:

- Coordinate Cooperating Partners in completing PRP with CH2MHill Consultants "CH2MHill;"
- Coordinate public workshops with Dudek Consultants;
- Coordination of final presentation with CH2MHill; and
- Prepare materials for inclusion in (or attachment to) IRWMP.

Task 1 Deliverable(s):

- Summary of each public workshop (prepared with Dudek);
- Report from CH2MHill with final selection criteria; and
- Memorandum containing a summary of the criteria and their application as well as a project list for inclusion in IRWMP.

Task 1 Schedule:

February through April 2010.

Task 2: Participation in the "Round-Table of Regions" process.

GEI will participate in the "Round Table of Regions" (ROR) process on behalf of the Santa Barbara County area interests. Participation will include:

- Review of proposed ROR agenda topics with Cooperating Partners and/or Steering Committee;
- Participating in ROR meetings by conference call;
- Attending selected ROR meetings if directed by the Cooperating Partners;
- Circulating meeting summaries to Cooperating Partners; and
- Evaluating issues and making appropriate recommendations to Cooperating Partners and/or Steering Committee.

Task 2 Deliverable(s):

- Copies of Round-Table of Regions meeting summaries; and
- Written discussion and recommendations, as appropriate, for consideration by the Cooperating Partners and/or Steering Committee.

Task 2 Schedule:

February through September, 2010.

Task 3: Track legislative process and recommend Cooperating Partner comments, submit written and/or oral comments to State as directed.

GEI will track the state legislative process pertaining to IRWM and Proposition 84 and make recommendations to Steering Committee and Cooperating Partners relating to potential comments. As directed, GEI will prepare draft comments to the State for review by Steering Committee and Cooperating Partners. GEI will submit written and/or present oral comments to State as directed.

Task 3 Deliverables:

- Summary of salient points of proposed and actual legislative action and proposed comments to the appropriate State agency; and
- Final comments to the appropriate State agency.

Task 3 Schedule:

February through October, 2010.

Task 4: Review and comment on proposed State "implementation grant" guidelines on behalf of Cooperating partners.

GEI will review and prepare summary of and comments on proposed State implementation grant guidelines and recommendation to Steering Committee and Cooperating Partners. Prepare draft comments on the guidelines for review by Steering Committee and Cooperating Partners. Submit written and present oral comments to State as directed.

Task 4 Deliverables:

- Summary of salient points of proposed guidelines and proposed comments to the appropriate State agency, probably Department of Water Resources; and
- Final comments to the appropriate State agency, probably Department of Water Resources.

Task 4 Schedule:

February through March, 2010.

Task 5: Review and comment on proposed State "planning grant" guidelines on behalf of Cooperating partners.

GEI will review and prepare a summary of, and draft comments on, proposed State planning grant guidelines and recommendation to Steering Committee and Cooperating Partners. The draft comments on the guidelines will be reviewed by Steering Committee and Cooperating Partners and GEI will revise the comments as directed. GEI will submit written and present oral comments to State as directed.

Task 5 Deliverables:

- Summary of salient points of proposed planning grant guidelines and proposed comments to State;
- Draft comments to the State for review by the Steering Committee and Cooperating Partners; and
- Final comments to state.

Task 5 Schedule:

February through March, 2010.

Task 6: Coordination among the 6 other Central Coast IRWM Plan regions.

GEI will arrange coordination among the other Central Coast IRWM Plan regions. The purpose of this coordination is to foster regional cooperation and coordination, develop regional priorities, and explore the possibility of promoting a single Central Coast project list for submittal in the grant application process.

Task 6 Deliverables:

- Summary of discussions and meetings with Central Coast IRWM Plan regions; and
- Recommendations for modification of the IRWMP to accommodate proposed coordination among Central Coast regions.

Task 6 Schedule:

February through June, 2010.

Task 7: Manage preparation of an "Implementation Grant" proposal for Round 1 of Prop 84 funding.

GEI will manage preparation of an implementation grant proposal for Round 1 of Prop 84 funding. This task will include:

- Facilitating development of a final project list with Cooperating Partners;
- Development of a scope of work for a contractor to prepare grant proposal;
- Facilitating Cooperating Partners' selection of contractor to prepare implementation grant proposal;
- Managing the contractor's preparation of the grant proposal;
- Coordination with State representatives regarding proposal issues;
- Review of draft grant proposal with Cooperating Partners; and
- Documenting submittal of implementation grant proposal by contractor

Task 7 Deliverables:

- Final project list to be the basis for the grant application;
- Scope of work for a contractor to prepare grant proposal;
- Draft implementation grant proposal for review by Cooperating Partners and State
- Implementation grant proposal for Round 1 of Prop 84.

Task 7 Schedule:

May through September, 2010.

Task 8: Manage preparation of a "Planning Grant" proposal for Round 1 of Prop 84 funding.

GEI will manage preparation of a planning grant proposal for Round 1 of Prop 84 funding. This task will include:

- Development of a scope of work for a contractor to prepare planning grant proposal;
- Facilitating Cooperating Partners' selection of contractor to prepare grant proposal;
- Managing the contractor's preparation of the grant proposal;
- Coordination with State representatives regarding proposal issues;
- Review of draft planning grant proposal with Cooperating Partners; and
- Documenting submittal of planning grant proposal by contractor.

Task 8 Deliverables:

- Draft planning grant proposal for review by Cooperating Partners and State; and
- Facilitate planning grant proposal for Round 1 of Prop 84.

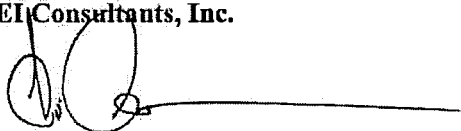
Task 8 Schedule:

May through September, 2010.

Our estimated budget to complete these tasks is \$127,114 which is detailed in the attached task-by-task estimate of labor and direct expenses. We understand that the County may include a 10% contingency which would bring the total contract amount to \$139,825. We would invoice monthly on a time-and-expense basis, and would not exceed the total budgeted amount without your prior written authorization.

We appreciate the opportunity to submit this proposal for your consideration. If you have any questions regarding our proposal, please contact us at your earliest convenience.

Sincerely,
GEI Consultants, Inc.



Tim Anenson
Vice President and Pacific Area Manager

Enclosures

- (1) Budget Estimate (Table)
- (2) GEI Fee Schedule

**DRAFT Proposed Project Budget
Santa Barbara County area-wide IRWM Process
Santa Barbara County IRWM Cooperating partners**

Task Number	Task Name	Almy	Admin	Other	Labor Cost (\$)	Total Hours	Direct Expenses	Total Cost (\$)
Task 1	Ranking Criteria	169	82	169		20	400	3,380
Task 2	ROR	50	2	5	9,459	57	0	9,518
Task 3	Legislative Tracking	25		5	5,070	30	400	5,100
Task 4	Imp Guidelines	140		5	24,505	145	0	24,650
Task 5	Planning Guidelines	120	2	5	21,289	127	400	21,418
Task 6	Cent Coast Cord	85			14,365	85	400	14,450
Task 7	Imp Grant Appl	140		5	24,505	145	400	24,650
Task 8	Plan Grant Appl	130	22		23,774	152		23,948
	Cost	119,990	2,132	4,225	126,347		2,000	127,114
	Hours	710	26	25		761		

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$ 127,114**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is approximately 10% of the agreement amount or **\$1,200**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY 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. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of presentation.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.

FEE SCHEDULE

<u>Personnel Category</u>	<u>Hourly Billing Rate</u> <u>\$ per hour</u>
Staff Professional – Grade 1	\$ 92
Staff Professional – Grade 2	\$ 102
Project Professional – Grade 3	\$ 112
Project Professional – Grade 4	\$ 125
Senior Professional – Grade 5	\$ 148
Senior Professional – Grade 6	\$ 169
Senior Professional – Grade 7	\$ 200
Senior Consultant – Grade 8	\$ 225
Senior Consultant – Grade 9	\$ 276
Senior Principal – Grade 10	\$ 276

Senior CADD Drafter and Designer	\$ 112
CADD Drafter / Designer and Senior Technician	\$ 102
Technician, Word Processor, Administrative Staff	\$ 82
Office Aide	\$ 66

These rates are billed for both regular and overtime hours in all categories.

Rates will increase up to 5% annually, at GEI's option, for all contracts that extend beyond twelve (12) months after the date of the contract.

OTHER PROJECT COSTS

Subconsultants, Subcontractors and Other Project Expenses - All costs for subconsultants, subcontractors and other project expenses will be billed at cost plus a 15% service charge. Examples of such expenses ordinarily charged to projects are subcontractors; subconsultants: chemical laboratory charges; rented or leased field and laboratory equipment; outside printing and reproduction; communications and mailing charges; reproduction expenses; shipping costs for samples and equipment; disposal of samples; rental vehicles; fares for travel on public carriers; special fees for insurance certificates, permits, licenses, etc.; fees for restoration of paving or land due to field exploration, etc.; state sales and use taxes and state taxes on GEI fees.

Billing Rates for CADD and Specialized Technical Computer Programs – Computer usage for CADD and specialized technical programs will be billed at a flat rate of \$10.00 per hour in addition to the labor required to operate the computer.

Field and Laboratory Equipment Billing Rates – GEI-owned field and laboratory equipment such as pumps, sampling equipment, monitoring instrumentation, field density equipment, portable gas chromatographs, etc. will be billed at a daily, weekly, or monthly rate, as needed for the project. Expendable supplies are billed at a unit rate.

Transportation and Subsistence - Automobile expenses for GEI or employee owned cars will be charged at the rate per mile set by the Internal Revenue Service for tax purposes plus tolls and parking charges. When required for a project, four-wheel drive vehicles owned by GEI or the employees will be billed at a daily rate appropriate for those vehicles. Per diem living costs for personnel on assignment away from their home office will be negotiated for each project.

PAYMENT TERMS

Invoices will be submitted monthly or upon completion of a specified scope of service, as described in the accompanying contract (proposal, project, or agreement document that is signed and dated by GEI and CLIENT).

Payment is due upon receipt of the invoice. Interest will accrue at the rate of 1% of the invoice amount per month, for amounts that remain unpaid more than 30 days after the invoice date. All payments will be made by either check or electronic transfer to the address specified by GEI and will include reference to GEI's invoice number.

EXHIBIT C

STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

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

Indemnification pertaining to Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

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

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

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the

State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

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

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

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

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

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of

damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

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