

TO: BOARD OF DIRECTORS
FROM: BRUCE BUEL *BB*
DATE: FEBRUARY 20, 2009

**AGENDA ITEM
E-1
FEBRUARY 25, 2009**

SOUTHLAND WWTF UPGRADE PROJECT DESIGN

ITEM

Select AECOM to perform final design of Southland WWTF Upgrade Project and Authorize Execution of Agreement [RECOMMEND APPROVAL]

BACKGROUND

Staff transmitted the attached proposal to eight consulting engineers (AECOM, Cannon, Wallace, MNS, Penfield and Smith, Garing Taylor, Westland and URS) on January 7, 2009. AECOM was the only firm to submit. Attached is an excerpt from the AECOM Proposal along with AECOM's proposed Budget (Originals were distributed on 2/3/09). AECOM is willing to perform the tasks set forth in their proposal for \$923,093. Staff believes that the AECOM proposal is responsive; that AECOM is capable of completing the design and that the proposed not-to-exceed expenditure limit is reasonable.

In regards to AECOM's proposed scope, staff supports the concept of performing a value engineering exercise at the Concept Design Stage, but staff recommends that the deferral of the grit removal from the headworks not be considered as an examination item. In regards to the exceptions to the Agreement set forth in the proposal, staff recommends that the Board reject AECOM's proposed edits.

It should be noted that the District has already retained AECOM to design the Collector Upgrade in Frontage Road. It should be noted that a RFP has been transmitted to environmental consultants relative to CEQA Processing and a separate RFP is being prepared for transmittal to Construction Management Firms.

FISCAL IMPACT

Execution of an agreement with AECOM would commit \$923,093 to completion of the design plus any additional authorization for staff to execute change orders. The FY08-09 Budget includes \$3 million for project planning including final design.

RECOMMENDATION

Staff recommends that the Board select AECOM to prepare the final design on a time and materials basis with a not to exceed expenditure limit of \$923,093 with a change in the scope proposed in the attached proposal to exclude grit removal from the value engineering process and authorize execution of the standard agreement set forth in the proposal. Staff further requests that the General Manager be authorized to approve up to \$50,000 in change orders to cover unforeseen additional tasks.

ATTACHMENTS

- NCSD RFP
- AECOM Proposal
- AECOM Budget

NIPOMO COMMUNITY

BOARD MEMBERS

JAMES HARRISON, PRESIDENT
LARRY VIERHEILIG, VICE PRESIDENT
MICHAEL WINN, DIRECTOR
CLIFFORD TROTTER, DIRECTOR
ED EBY, DIRECTOR



Celebrating 44 Years of Service 1965-2009

SERVICES DISTRICT

STAFF

BRUCE BUEL, GENERAL MANAGER
LISA BOGNUDA, ASSISTANT GENERAL MANAGER
JON SEITZ, GENERAL COUNSEL

148 SOUTH WILSON STREET POST OFFICE BOX 326 NIPOMO, CA 93444 - 0326
(805) 929-1133 FAX (805) 929-1932 Website address ncsd.ca.gov

January 7, 2009

Various Engineering Firms

SUBJECT: Request for Engineering Services – Southland WWTF Upgrade Project Design

Nipomo Community Services District ("District") intends to construct improvements to its Southland Wastewater Treatment Facility (WWTF) to improve the quality of the discharge and the efficiency of the operation. These improvements are detailed in December 2008 Southland Wastewater Treatment Facility Master Plan (available at NCS D's Website WWW.NCSD.CA.GOV) including replacement of the sewer collection main from Southland Street to the headworks, construction of the influent pump station, construction of the screening and grit removal works, reconfiguration of the current treatment ponds, installation of the "Biolac" wave oxidation treatment system, construction of the external clarifiers, re-configuration of the sludge storage ponds, lining of the sludge drying beds and all related plumbing and instrumentation ("Project"). Attached are cost allowances for the major Project components from the Master Plan.

Construction of the sewer collection works in South Frontage Road, construction of the solar energy works, development of additional treated wastewater disposal works and disposal of the existing sludge described in the Master Plan are not part of the Project for the purpose of this request for engineering services.

All Project works will be constructed on land currently owned by NCS D. NCS D does not expect that the RWQCB will require any amendments to NCS D's current Discharge Order prior to execution of the Project. NCS D expects to issue municipal bonds to fund the Project and has already adopted sufficient user fees and rates to amortize the expected debt service. The District expects to circulate a Draft EIR for the Project in summer 2009 and to Certify a Final EIR in early 2010. The District expects to retain the design professional in March 2009, to complete the pre-bid phases of the design by the end of 2009 and to award bid(s) for construction in early 2010.

SERVICES REQUESTED

The District requires engineering services including:

- Prepare and submit monthly progress reports during design (digital transmission and one original hard copy of each Report);
- Meet with NCS D staff and/or District committee on a monthly basis during design;
- Present the monthly progress report each month to the Board during design;
- Prepare and submit soils reports for the Project works (digital transmission and one original hard copy of each);
- Review and verify previous survey (attached), prepare a design-level base maps and submit (digital transmission and one original hard copy);

- Prepare and submit 10 sets of the Administrative Draft Concept Design Report (30% design) and Conceptual Cost Estimate;
- Confer with NCS D staff regarding the administrative draft and edit per staff direction;
- Prepare and submit 40 sets of the draft Concept Design Report and Cost Opinion;
- Present the draft 30% Concept Design Report and Cost Opinion to the Committee and the Board;
- Assist in interacting with regulatory agencies including RWQCB;
- Assist in preparing funding information and interact with funding entities;
- Prepare and submit 10 copies of an Administrative Draft Narrative Report describing the proposed project based on the edited Concept Design Report and Cost Opinion;
- Edit the Narrative to incorporate NCS D comments and submit 100 copies of final;
- Assist the District in procuring treatment process equipment;
- Secure feedback from NCS D's Construction Management Team on final design;
- Prepare and submit 20 sets of the 60% design, bid specifications, and cost estimates for the various bid schedules;
- Prepare and submit 20 sets of the 95% design, bid specifications and cost estimates for the various bid schedules;
- Assist in securing permits;
- Prepare and submit 20 sets of the 100% design, bid specifications, and cost estimate for the various bid schedules;
- Provide all services necessary to advertise, interact with bidders and open bids;
- Provide an electronic clearinghouse for bid plans and specifications;
- Assist the District in resolving bid protests;
- Present bids/recommendations to the Board for award;
- Participate in job walk with construction team(s);
- Participate in partnering session with construction team(s);
- Provide engineering services during construction;
- Participate in forums and/or workshops as requested;
- Prepare exhibits for public meetings as requested by the District;
- Submit electronic copy of all work product deliverables in a format acceptable to NCS D;

The District will conduct a separate recruitment for a construction management firm. Said firm will review design documents, provide feedback on constructability, secure contract submittals from contractors; interact with contractors during construction, and perform various construction management services.

PROPOSAL REQUIREMENTS

Ten copies of the proposal package must be received by NCS D in a sealed envelope by 3 pm on Tuesday 2/3/09 to be considered. The exterior of the envelope must identify the proposal as "Southland WWTF Upgrade Project Design Service Proposal". Faxes, E-Mails, proposals not enclosed in a sealed/labeled envelope, and proposals received after 3pm on Tuesday 2/3/09 will be returned to the submitter. The main proposal shall be limited to 20 pages, with the exception of résumés and project lists, and include as a minimum the following:

1. Introduction
 - Present your understanding of the Project and the services requested
 - Discuss any proposed scope amendments
 - Briefly discuss the team's qualifications

- Clearly state objections (with reference to specific paragraphs) to District's Standard Engineer's Agreement (attached) and provide proposed language to resolve the objection
2. Scope of Services and Timeline
 - Detail your proposed approach to the assignment
 - Describe your proposed timeline for execution of the requested services
 3. Personnel
 - Identify and define the experience of the design team leader and designated engineers (Key Personnel) and provide résumés for each (Exhibit C of Agreement for Professional Services per Section 17 of attached Standard Consultants Agreement)
 - Indicate the location of each team member and identify where work will be done;
 - Include an organization chart depicting the name and position of all team members including employees of sub-consultants and provide résumés
 - Describe the role of each team member
 4. Experience
 - Describe your team's experience with design of wastewater treatment systems; design of instrumentation; bid processing; and provision of engineering services during construction
 - Describe you team's experience in facilitating procurement of "Biolac" wave oxidation systems and provide the name/location/date of each procurement
 - Describe your success in meeting project budgets and timelines for your last four projects and explain circumstances resulting in failures
 5. References
 - Provide references for projects of similar scope and nature performed for your last four projects;
 - List the client's name, address, and a description of the work performed. Include the name, phone, and e-mail for the client's key contact on these projects.
 6. Signature
 - The proposal shall be signed by an official authorized to bind the firm and shall contain a statement that the proposal is valid for ninety (90) Days.

In addition to the main proposal as described above, submit in a separate sealed envelope inside the main envelope an anticipated cost summary. Identify the proposed basis of fees and charges along with the hourly rates of all team members and sub-consultants and a breakout of professional service costs and reimbursable expenses. Describe increases in said hourly rates over the past three (3) years and increases that can be expected over the next three (3) years. District will negotiate the final budget with the top ranked submitter. In the event an agreement can not be reached in a timely manner, the District reserves the right to negotiate with the second ranked submitter.

SELECTION PROCESS

District will use a qualification-based selection process. District will screen proposals and select a short list for interviews. Interviews are tentatively scheduled for February 17, 2009. The Board is tentatively

scheduled to select a firm for negotiation at its February 25, 2009 Meeting. Assuming the negotiation with the top-ranked firm is successful, consideration of the agreement by the District Board is tentatively scheduled for March 11, 2009.

PROPOSAL EVALUATION

Proposals will be evaluated on the following:

- Responsiveness to Request for Proposal
- Schedule
- Team qualifications and expertise
- Prior experience in providing similar services to CA Local Government
- References
- Objections and proposed resolution to District's Standard Engineering Agreement
- Cost

Notes:

This is a time sensitive project. The District requires prompt attention to these matters.

The District uses a standard consulting agreement for all engineering services. Attached is a sample copy of the agreement that District will expect to execute with the selected design firm for this project.

District reserves the right to reject all submittals, re-open submittals, and/or postpone the submittal date at its discretion.

District reserves the right to negotiate with lesser ranked firms if the negotiation with the top ranked firm is unsuccessful.

The submitter retains no interest in the proposal once received by District.

For more information on the project or this RFP, contact NCSD General Manager Bruce Buel at 805-929-1133 or bbuel@ncsd.ca.gov

Sincerely,

NIPOMO COMMUNITY SERVICES DISTRICT

Bruce Buel
General Manager

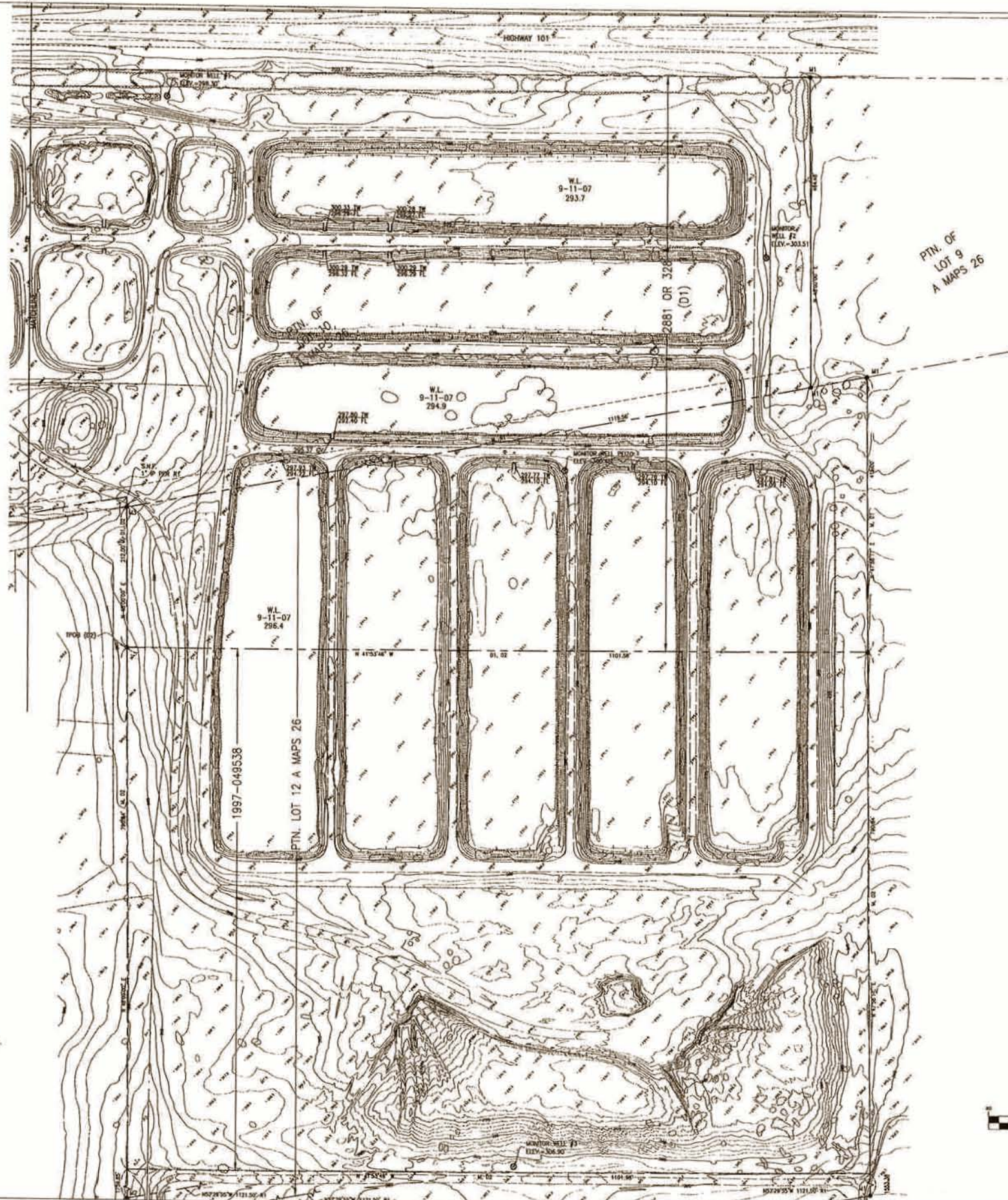
Enclosures

- Probable Construction Cost Allowances
- Site Survey
- Standard Consulting Agreement

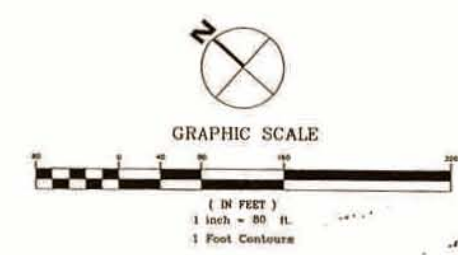
CONSTRUCTION COST ALLOWANCES (1/2009 MASTER PLAN)

COMPONENT	ALLOWANCE
Sewer Main (street to headworks)	\$700,000
Influent Pump Station	\$1,046,000
Screening system	\$554,000
Grit Removal	\$681,000
Phase 1 Biolac	\$6,204,000
Phase 1 Drying Beds	\$1,857,000

T:/Projects/SOUTHLAND UPGRADE/upgrade cost allow



PHOTOGRAPHY DATED: 09/11/07
 GOLDEN STATE AERIAL SURVEYS, INC.
 3195 MACMILLAN RD. SUITE E
 SAN LUIS OBISPO, CA 93401
 (805) 549-0389



Civil Engineering
 Surveying
 Project Development
 R. JAMES GARINO PE 26993
 141 South Elm Street
 Arroyo Grande, CA 93420
 805-499-1321
 Date: 11/26/07



TOPOGRAPHIC MAP
 NCSO SOUTHLAND WWTP

CLIENT
 NCSO
 PO BOX 326
 NIPOMO, CA 93444
 (805) 929-1133

REVISIONS
 DRAWN BY: DD
 CHECKED BY: RJG
 DATE: NOVEMBER 2007
 W.O. No. 07-121
 FILE NAME
 Survey Dept\AUTOCAD\07-121\TOP.MXD
 SCALE
 HORIZ. 1" = 80'
 VERT. 1" = 80'
 PLOT DATE 11/26/07
 SHEET 2 OF 2

ABBREVIATIONS

SEARCHED FOR, NOT FOUND	S.M.F.
CALCULATED	C. CALC.
MEASURED	M. MEAS.
FOUND	FD
FINISH SURFACE	FS
FLOW LINE	FL
POWER POLE	PP
TOP OF WALL	TW
WATER LEVEL	WL

LEGEND

BENCHMARK	
EXISTING WATER VALVE	
EXISTING WATER METER	
EXISTING FIRE HYDRANT	
POWER POLE	
CLAY WIRE	
SIGN	
STREET LIGHT	
EXIST. SEWER MANHOLE	
EXIST. SEWER CLEAN-OUT	
MONITORING WELL	
WELL HEAD	
TREE	
CANOPY	
ROCK	
PROPERTY LINE	
LOT LINES	
EXISTING CONTOUR	
EXISTING SPOT ELEVATION	
EXISTING RETAINING WALL	
STREET CENTERLINE	
EXIST. CURB FACE	
EXIST. EDGE OF PAVEMENT	
EXIST. FENCE	
EXIST. WATER LINE	
EXIST. SEWER LINE	
EXIST. GAS LINE	
EXIST. ELECT. LINE	
EXIST. CABLE TV	
EXIST. TELEPHONE LINE	
EXISTING STRIPING (CROSSWALK)	
EXISTING PAVEMENT MARKINGS	

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE LINE BETWEEN THE FOUND MONUMENTS M2 AND M3 ON THE NORTHWESTERLY LINE OF LOT 12, NOTED ON 48 LS 63 (R1) AS N48°00'00"E.

REFERENCE KEY

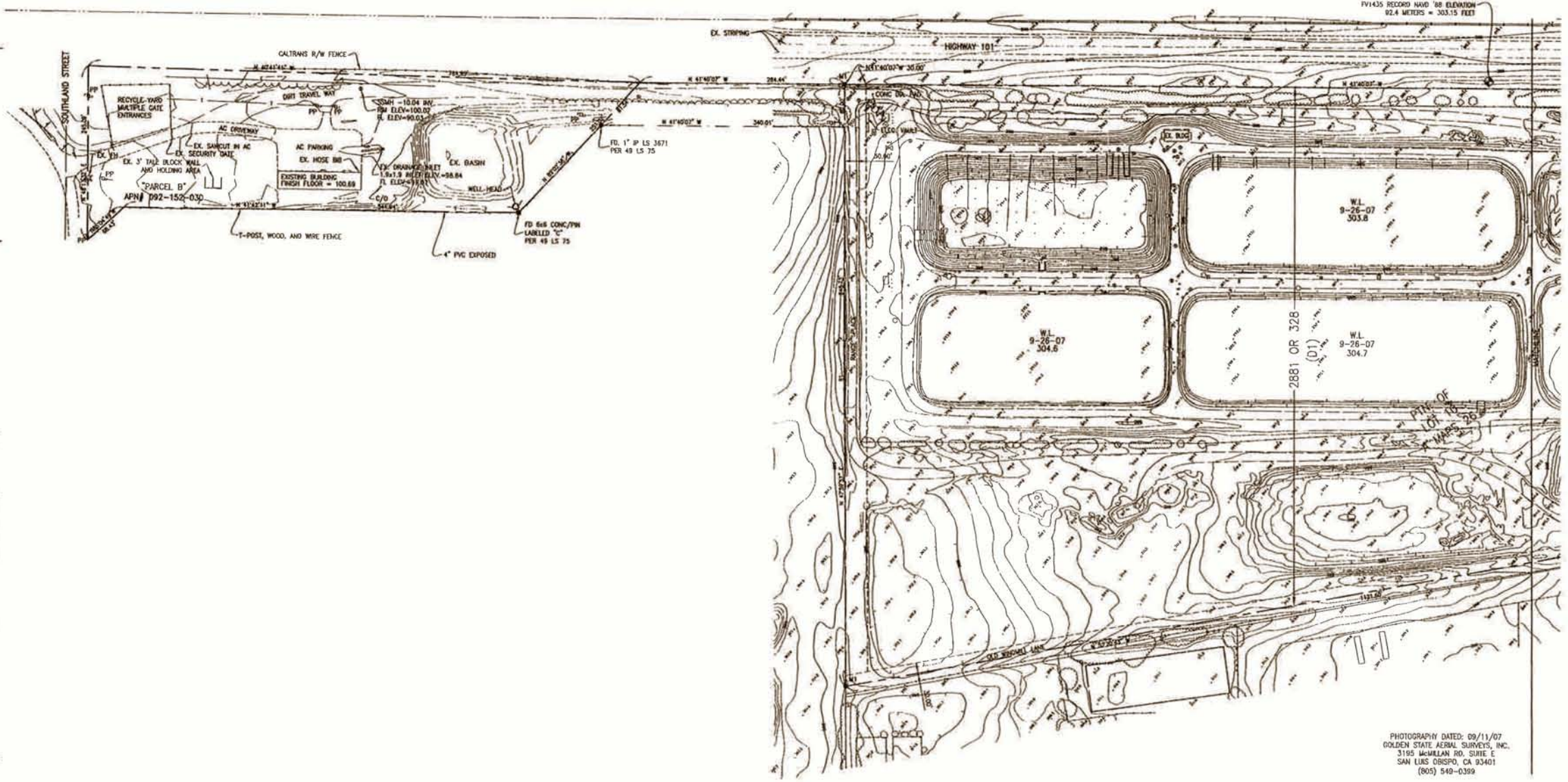
R1	48 LS 63
D1	2281 OR 328
D2	DOC 1997-049538

MONUMENT KEY

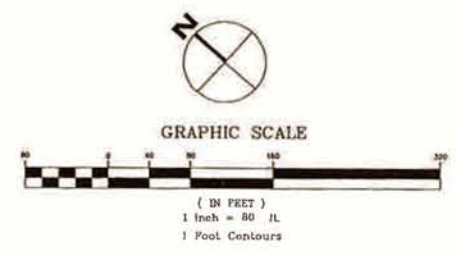
■	MONUMENTS FOUND AS NOTED	
○	RECORD CALC.	
M1	FD 1" IRON PIPE TAGGED L33571	R1
M2	FD 3/4" IRON PIPE WITH PLUG	R1
M3	FD 2" IRON PIPE TAGGED RCE7051	R1

BENCHMARK

FV1435 'LAW' RECORD NVD '88
ELEVATION 92.4 METERS = 303.15 FEET



PHOTOGRAPHY DATED: 09/11/07
GOLDEN STATE AERIAL SURVEYS, INC.
3195 McMILLAN RD, SUITE E
SAN LUIS OBISPO, CA 93401
(805) 549-0399



Civil Engineering
Surveying
Project Development
R. JAMES GARING PE 26993
141 South Elm Street
Arroyo Grande, CA 93420
805/498-1321



TOPOGRAPHIC MAP
PROJECT
NCSO SOUTHLAND WWTP

CLIENT	NCSO PO BOX 326 NIPOMO, CA 93544 (805) 929-1133
REVISIONS	
DRAWN BY:	DD
CHECKED BY:	RJG
DATE:	NOVEMBER 2007
W.O. No.:	07-121
FILE NAME	Survey Dept\AUTOCAD\87-121 TOPO_BMKT.dwg
SCALE	HORIZ. 1" = 80' VERT. NA
PLOT DATE	11/26/07
SHEET	1 OF 2

**Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444**

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

- Exhibit "A"** – Scope of Services or Service including Schedule of Submittals
Exhibit "B" – Compensation for Services, Not Exceed Amount, Hourly Rates and Reimbursable Costs
Exhibit "C" - Key Personnel including Design Team Leader and Designated Engineers
Exhibit "D" - [place holder]

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the Nipomo Community Services District, a Community Services District duly existing and operating pursuant to the provisions of Government Code Section 61000 et seq. (hereinafter referred to as "NCSD" or "District") and _____ (herein referred to as "Design Professional"), with reference to the following Recitals:

RECITALS

A. NCSD desires to retain professional engineering services in part to design Phases I of the Southland WWTF Upgrade Project (hereinafter referred to as "Project"), support Project bidding, and provide engineering services during construction of the Project.

B. NCSD desires to engage Design Professional to provide the above referenced services by reason of its qualifications and experience in performing such services on the terms and in the manner set forth herein.

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

1. **DESIGNATED REPRESENTATIVES.** Bruce Buel, District General Manager, ("Contract Administrator") at telephone number (805) 929-1133 is the representative of NCSD and will administer this Agreement for and on behalf of NCSD. _____ at telephone number (805) _____ is the authorized representative for Design Professional. Changes in designated representatives shall be made only after advance written notices to the other party.

2. **NOTICE.** Notices required under this Agreement shall be sent to the following:

NCSD : Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444
Attn: Bruce Buel
Facsimile No. (805) 929-1932

DESIGN PROFESSIONAL: _____

Attn: _____
Facsimile:(805) _____

Notices given pursuant to this Agreement shall be deemed received as follows:

- (a) If sent by United States Mail - five (5) calendar days after deposit into the United States Mail, first class postage prepaid.
- (b) If by facsimile - upon transmission and actual receipt by the receiving party.
- (c) If by express courier service or hand delivery - on the date of receipt by the receiving party.

The addresses to notices set forth in this Section 2 may be changed upon written notice of such change to either the District or Maria Vista, as appropriate.

3. ATTACHMENTS. Attached to this Agreement are the following Exhibits that are incorporated into this Agreement by reference.

- A. **Exhibit "A"** – Scope of Services or Services, including Schedule of Submittals
- B. **Exhibit "B"** – Compensation for Services, Not Exceed Amount, Hourly Rates and Reimbursable Costs
- C. **Exhibit "C"** – Key Personnel including Design Team Leader and Designated Engineers
- D. **Exhibit "D"** – [place holder]

4. SCOPE OF SERVICES.

A. Design Professional agrees to provide the Services and submit deliverables to NCSD in accordance with this Agreement.

B. By executing this Agreement, Design Professional represents that Design Professional (a) has thoroughly investigated and considered the Scope of Services referenced in the Agreement to be performed; (b) has carefully considered how the services should be performed; (c) fully understands the difficulties and restrictions attending performance of the services under this Agreement; and (d) that the "Not to Exceed Amount" is adequate for the Services to be performed by Design Professional.

5. **TERM.** Design Professional shall commence performance within five (5) days of NCSD's Notice to Proceed and unless otherwise directed in writing by NCSD or unless earlier terminated as provided in this Agreement, shall complete performance and make deliverables in accordance with Exhibit "A".

6. **COMPENSATION OF DESIGN PROFESSIONAL.**

A. Design Professional will be paid for the Services provided to NCSD on a time and material basis pursuant to the hourly rates and reimbursable expenses referenced in Exhibit "B", subject to the Not to Exceed Amount of _____.

B. Design Professional shall submit invoices no more often than monthly for Services performed and Reimbursable Expenses incurred. Each invoice shall identify the person providing the service, the services performed, the amount of time spent on performing the services. Additionally, each invoice shall reflect the percentage of completion of each Task and the remaining budget ("Not to Exceed Amount").

C. NCSD shall review each invoice submitted by Design Professional to determine whether it accurately reflects the Services performed and Reimbursable Expenses incurred in compliance with the provisions of this Agreement. In the event no charges or expenses are disputed, the invoice shall be approved and paid within forty five (45) days of receipt of the invoice. In the event NCSD disputes any charge or expenses, it shall return the original invoice to Design Professional for correction and resubmission, however, the undisputed amount shall be paid as indicated above. Disputed amounts shall be resolved pursuant to paragraph 21, below.

D. NCSD shall not pay Design Professional more than the Not-to-Exceed Amount without the prior written authorization of the NCSD. In order for NCSD to increase the Not-To-Exceed Amount Design Professional shall promptly notify the NCSD and prior to the expenditure of sixty percent (60%) of the budget for each Task, for which Design Professional seeks to increase the Not to Exceed Amount, identify and document how circumstances beyond its reasonable control have increased the time and/or costs of performing the Services beyond the amounts identified in Exhibit "B". The NCSD retains the discretion to: deny the request, to increase the Not to Exceed Amount, or amend the Scope of Services.

E. Payment to Design Professional shall be full compensation for all personnel, materials, supplies, and equipment used in carrying out the Services.

F. Payment of an invoice by NCSD shall not constitute acceptance of defective Services, and NCSD's failure to discover or object to any unsatisfactory Services or billing prior to payment will not constitute a waiver of NCSD's right to:

1. Require Design Professional to correct such work or billings; or
2. Seek any other legal remedy.

G. NCSD may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect NCSD from loss, including costs and attorneys' fees, on account of (1) defective or deficient work product not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a claim or claims; (4) failure of Design Professional to make payments properly to its employees or sub-Design Professionals; or (5) Design Professional's failure to adhere to the Schedules or to achieve sufficient progress with the Services such that Design Professional is unlikely to achieve timely completion.

7. STATUS OF DESIGN PROFESSIONAL.

A. Design Professional is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of NCSD. Design Professional shall have no authority to bind NCSD in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against NCSD, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by NCSD.

B. The personnel performing the services under this Agreement on behalf of Design Professional shall at all times be under Design Professional's exclusive direction and control. Neither NCSD, nor any elected or appointed boards, officers, officials, employees or agents of NCSD, shall have control over the conduct of Design Professional or any of Design Professional's officers, employees or agents, except as set forth in this Agreement. Design Professional shall not at any time or in any manner represent that Design Professional or any of Design Professional's officers, employees, subcontractors, or agents are in any manner officials, officers, employees or agents of NCSD.

C. Neither Design Professional, nor any of Design Professional's officers, employees, subcontractors, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to NCSD's employees. Design Professional expressly waives any claim Design Professional may have to any such rights.

8. PERFORMANCE STANDARDS.

A. Compliance with laws. Design Professional shall (and shall cause its agents and sub-contractors), at its sole cost and expense, to comply with NCSD, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the Services referenced in this Agreement, provided, however, that any change in ordinance, regulation, or statute, that occurs subsequent to the execution of the Agreement, that significantly affects the cost or schedule of the Services may be brought to the attention of NCSD as a request for extra services. If NCSD agrees that there is a significant change required in the Services on account of the change, NCSD and Design Professional shall negotiate a mutually agreeable adjustment to the schedule and/or compensation. The judgment of any court

of competent jurisdiction, or the admission of Design Professional in any action or proceeding against Design Professional, whether NCSD be a party thereto or not, that Design Professional has violated any such ordinance or statute, shall be conclusive of that fact as between Design Professional and NCSD. Except as provided above, any corrections to Design Professional's Services which become necessary as a result of the Design Professional's failure to comply with these requirements shall be made at Design Professional's expense.

B. **Standard of Performance.** Design Professional represents that it has, or will have, the skills, expertise, allotted staff time and licenses necessary to perform the Services required under this Agreement. Design Professional shall perform all such Services in the manner and according to the standards observed by professionals experienced in providing Services identified in the Agreement. All documents and services of whatsoever nature that Design Professional delivers to NCSD pursuant to this Agreement shall conform to the standards of quality normally observed by professionals experienced in providing Services identified in the Agreement. Design Professional shall promptly correct or revise any errors or omissions at NCSD's request without additional compensation. Licenses required to perform such services shall be obtained and maintained by Design Professional without additional compensation throughout the term of this Agreement

C. Design Professional shall examine carefully all documents, including studies, reports and materials, prepared by NCSD Staff or other NCSD design professionals, (collectively "District Materials") provided by NCSD to Design Professional. District Materials provided to Design Professional are believed by NCSD to reflect the conditions or data contained therein; but delivery is neither intended or to be inferred that conditions or data, as shown in the District Materials, constitute a representation by NCSD that such conditions or data are true and correct. It is expressly understood and agreed by Design Professional that the NCSD assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information contained in District Materials. Design Professional shall satisfy itself through its own investigations as to whether or not the conditions or data contained in District Materials are true and correct. The Design Professional's reliance on NCSD supplied materials will not, in any way, relieve Design Professional from any risk for properly fulfilling the terms of this Agreement.

D. **Professional Seal.** Design Professional shall have documents stamped by registered professionals, at Design Professional's cost when required by prevailing law, usual and customary professional practice, by NCSD, or by any governmental agency having jurisdiction over the project to which the Scope of Services relate.

9. TAXES. Design Professional shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Design Professional.

10. CONFLICT OF INTEREST. Design Professional covenants that neither it, nor any officer or principal of its firm, or subcontractors retained by Design Professional has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of NCSD or which would in any way hinder Design Professional's performance of services under this Agreement. Design Professional further covenants that in the performance of the Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the prior express written consent of the NCSD Manager. Design Professional agrees to at all times avoid conflicts of interest, with the interests of the NCSD in the performance of the Services. District may require Design Professional to file a Form 700 Statement of Economic Interests pursuant to the Fair Political Practices Act. Examples of Form 700 Statements are available on the web at <http://www.fppc.ca.gov/> forms

11. RESPONSIBILITIES OF NCSD. NCSD shall provide District Materials requested by Design Professional that are reasonably necessary to perform the services provided herein.

12. OWNERSHIP OF DOCUMENTS. All reports, documents, drawings, photographs, videotape, specifications, data, and other instruments of professional service, in paper and electronic form, whether in draft or final, prepared by Design Professional during the performance of this Agreement (the "Documents") shall be and become the property of NCSD. Design Professional shall deliver the Documents to the NCSD promptly upon completion of the Services or termination of this Agreement, for any reason, whichever shall occur first. However, Design Professional shall not be liable for NCSD's use of documents and instruments of professional service if used for other than the Services referenced in Agreement. Design Professional shall not release Documents to third parties without the prior written authorization of NCSD.

13. RECORDS, AUDIT AND REVIEW. Design Professional and Design Professional's subcontractors shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Design Professional'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. NCSD shall have the right to audit and review all such documents and records at any time during Design Professional's regular business hours or upon reasonable notice.

14. INDEMNIFICATION.

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782.8). Design Professional shall defend (with legal counsel reasonably acceptable to the District) indemnify and hold harmless District and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Design Professional or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, incidental and consequential damages, court costs, attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

B. To the extent there is an obligation to indemnify under this section 14, Design Professional shall be responsible for incidental and consequential damages resulting from Design Professional's negligence, recklessness, or willful misconduct.

C. Nothing contained in the foregoing indemnity provisions shall be construed to require Design Professional to indemnify NCSD, against any responsibility or liability in contravention of Civil Code §2782.8.

D. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant/subcontractor or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement. If Design Professional fails to obtain such indemnity obligations from others as required, Design Professional shall be fully responsible for all obligations under this Section. District's failure to monitor compliance with this requirement imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

E. Neither termination of this Agreement or completion of the Scope of Services under this Agreement shall release Design Professional from its obligations of Section 14 as to any claims, so long as the event upon which such claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Design Professional, its employees, agents or subconsultants / subcontractors, or the employee, agent or consultant of any one of them.

F. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Design Professional from liability referenced in this Section 14. The obligations of this section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. INSURANCE.

A. Design Professional and its subconsultants/subcontractors shall procure and maintain insurance with companies authorized to do business in the State of California and assigned an A.M. Best's rating of no less than A-(IX), the following insurance coverage on an "occurrence basis", written on the ISO form shown below (or its equivalent) at the limits of liability specified for each:

General Liability Insurance (Including coverage for premises, products and completed operations, independent Design Professionals/vendors, personal injury and contractual obligations with combined single limits of coverage of at least	\$ 2 Million per occurrence. \$ 4 Million in the aggregate
(ISO Form CG001 11/85)	
Commercial Automobile Liability Insurance (ISO Form CA001 12/90)	\$ 1 Million per accident
Workers' Compensation Insurance	Statutory
Employer's Liability Insurance	\$ 1 Million policy limit
Professional Liability Insurance	\$ 3 Million per claim \$ 5 Million in the aggregate

B. The General and Commercial Automobile liability policies shall be endorsed to include the following:

(1) NCS D, its officers, directors, employees and agents shall be named as Additional Insureds; and

(2) The coverage afforded NCS D shall be primary and non-contributing with any other insurance maintained by NCS D.

(3) If not covered separately under a business automobile liability policy, the general liability policy shall also be endorsed to include non-owned and hired automobile liability.

C. Prior to commencing work under this Agreement, Design Professional shall provide NCS D with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance for commercial general liability, automobile liability, workers'

compensation, employer's liability, and professional liability insurance shall specify that the insurer shall give NCSD thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for nonpayment of premium.

D. All insurance coverage required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be maintained for an additional, uninterrupted period of three (3) years after termination of this Agreement, provided such insurance is commercially available at rates reasonably comparable to those currently in effect. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by Design Professional hereunder. Any failure to comply with this requirement shall constitute a material breach of this Agreement.

16. PERSONNEL. The Design Professional represents that it has, or will secure at its own expense, all personnel, sub-consultants and/or subcontractors required in performing the Services under this Agreement. All of the Services required hereunder will be performed by the Design Professional or under Design Professional's supervision, and all personnel engaged in the work shall be qualified to perform such Services.

17. CONTINUITY OF PERSONNEL.

A. The NCSD desires that Design Professional be committed to providing the Design Team Leader and Designated Engineers referenced in Exhibit "C" for the duration of the Services to be performed pursuant to this Agreement (herein "Key Personnel"). The Key Personnel will work closely with NCSD and its representatives. Design Professional will not change the Key Personnel without providing the NCSD with notice and the opportunity to review the qualifications of the person proposed to replace one or more of the Key Personnel. Design Professional will not appoint a Key Personnel replacement to whom NCSD has an objection.

B. In the event that Design Team Leader (designated in Exhibit "C") ceases to act as the Team Leader (except for death or incapacitating illness, as determined by a licensed physician), before the completion of the Services, the Parties recognize the NCSD will suffer additional costs and delays in the Engineering Services contemplated in this Agreement and that the value of those costs and delays may be difficult to establish. Accordingly, if Design Team Leader ceases to act as the Team Leader, except as provided above, Design Professional shall pay NCSD fifty thousand dollars (\$50,000), as liquidated damages and not as a penalty.

C. The damages described in the preceding paragraph are to compensate NCSD only for costs and delays attributable to the Team Leader's departure. They do not affect any right that NCSD may have to recover other damages in connection with Design Professional's performance under this Agreement. NCSD may deduct said

damages referenced in the preceding paragraph from invoices submitted by Design Professional for payment.

D. In the event that NCSD agrees that Design Professional may replace Key Personnel, NCSD shall not be charged any fees or reimbursable expenses in connection with that transition, including the cost of having the new Key Personnel become familiar with the Services to be performed pursuant to this Agreement, or any other related matter.

18. TEMPORARY SUSPENSION. The NCSD's Contract Administrator shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she deems necessary due to unfavorable conditions or to the failure on the part of the Design Professional to perform any provision of this Agreement. Design Professional will be paid for services performed through the date of temporary suspension. In the event that Design Professional's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Design Professional's reasonable control, then the Not to Exceed Amount shall be subject to renegotiation.

19. TERMINATION.

A. If Design Professional at any time refuses or neglects to perform the Services in a timely fashion or in accordance with the Schedule referenced in Scope of Work, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without NCSD's written consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Services, or otherwise fails to perform fully any and all of the Agreements herein contained, Design Professional shall be in default.

B. If Design Professional fails to cure the default within seven (7) days after written notice thereof, NCSD may, at its sole option, take possession of any documents, files (including CAD and other electronic files), or other materials prepared or used by Design Professional in connection with the Services and (a) provide any such services, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Design Professional under this Agreement; or (b) terminate Design Professional's right to proceed with the Services.

C. In the event NCSD elects to terminate this Agreement, NCSD shall have the right to immediate possession of all Documents and other work in progress prepared by or on behalf of Design Professional, whether located at the District Office, at Design Professional's place of business, or at the offices of a subcontractor, and may employ any other person or persons to provide the Services and provide the materials therefore. In case of such default termination, Design Professional shall not be entitled to receive any further payment under this Agreement until the Services are completely

finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by NCSD in obtaining Services, such excess shall be paid by NCSD to Design Professional, but, if such expense shall exceed such unpaid balance, then Design Professional shall promptly pay to NCSD the amount by which the expenses exceeds the unpaid balance. The expense referred to in the last sentence shall include expenses incurred by NCSD in obtaining the Services from others, for attorneys' fees, and for any damages sustained by NCSD by reason of Design Professional's default or defective Services.

D. In addition to the foregoing right to terminate for default, NCSD reserves the absolute right to terminate the Services authorized by this Agreement without cause ("Terminate for Convenience"), upon 72-hours' written notice to Design Professional. In the event of termination without cause, Design Professional shall be entitled to payment in an amount not to exceed the Not to Exceed Amount referenced in the Scope of Work, which shall be calculated as follows: (1) Payment for any Services then satisfactorily completed and accepted by NCSD, plus (2) Reimbursable Costs actually incurred by Design Professional; plus (3) reasonable termination costs incurred by Design Professional solely on account of the termination for convenience. There shall be deducted from such sums as provided in this section the amount of any payment made to Design Professional prior to the date of termination of the Services. Design Professional shall not be entitled to any claim or lien against NCSD or the proposed project for any additional compensation or damages in the event of such termination and payment. In addition, the NCSD's right to hold funds pursuant to Section 6 G shall be applicable in the event of a termination for convenience.

E. If this Agreement is terminated by NCSD for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a Termination for Convenience under Section D, above, and Design Professional shall be entitled to receive only the amounts payable hereunder in the event of a Termination for Convenience.

F. Should NCSD fail to pay Design Professional undisputed payments set forth in Section 6 above, Design Professional may, at Design Professional's option, suspend its services if such failure is not remedied by NCSD within thirty (30) days of written notice to NCSD of such late payment.

20. BREACH OF LAW. In the event the Design Professional or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public Design Professional or Design Professional; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraphs 10, 24, 25, 26 or 27 of this Agreement; or for any other cause

the NCSD determines to be so serious and compelling as to affect Design Professional's responsibility as a public Design Professional or Design Professional, including but not limited to, debarment by another governmental agency, then the NCSD reserves the unilateral right to terminate this Agreement, seek indemnification and/or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper.

21. DISPUTED INVOICES Unless otherwise agreed to in writing the following sections shall apply only to disputes related to non-payment of disputed amounts as referenced in paragraph 6, above:

A. The Parties agree in good faith to attempt to resolve amicably disputed amounts. In the event that any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide an informal nonbinding opinion and advice in order to resolve the dispute. If the Parties are unable to agree on a mediator, then either Party can request the Presiding Judge of the San Luis Obispo County Superior Court to appoint a mediator. Said appointment shall be binding on the Parties. The mediator's fee shall be shared equally by the Parties. If the dispute is not settled by mediation, then the Parties agree to submit the dispute to binding arbitration as provided in Section B, below.

B. Either Party may demand arbitration by filing a written demand with the other Party within thirty (30) days from the date of the informal non-binding opinion of the mediator, in accordance with the prevailing provisions of the California Arbitration Act at the time of the written demand. The arbitration procedures are as follows:

(1) The parties may agree on one arbitrator. If they cannot agree on one arbitrator, there shall be three: one named in writing by each of the parties within five days after demand for arbitration is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) may proceed ex parte.

(2) A hearing on the matter to be arbitrated shall take place before the arbitrator(s) within the County of San Luis Obispo, state of California, at the time and place selected by the arbitrator(s). The arbitrator(s) shall select the time and place promptly and shall give each party written notice of the time and place at least sixty (60) days before the date selected. The procedures of the California Arbitration Act are incorporated herein by reference.

(3) If there is only one arbitrator, his or her decision shall be binding and conclusive on the parties, and if there are three arbitrators, the decision of the two shall be binding and conclusive. The submission of a dispute to the arbitrator(s) and the rendering of a decision by the arbitrator(s) shall be binding on the parties. A judgment

confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provision of the California Arbitration Act.

(4) If three arbitrators are selected, but no two of the three are able to reach an agreement regarding the determination of the dispute, then the matter shall be decided by three new arbitrators who shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is agreed on by two of the three arbitrators selected.

(5) The costs of the arbitration shall be borne by the losing party or shall be borne in such proportions as the arbitrator(s) determine(s).

22. PROGRESS AND PERFORMANCE OF SERVICES. No claim, potential claim, dispute or controversy, except non-payment by NCSD of undisputed amounts, shall interfere with the progress and performance of the Services or any changes thereto, and Design Professional shall proceed as directed by the NCSD in all instances with its Services, including any disputed Services, or any changes thereto and any failure of Design Professional to proceed shall be deemed a material breach of this Agreement entitling NCSD to all remedies available under Section 19 or other provision of the Agreement and/or applicable law. Except as provided elsewhere in this Agreement, NCSD shall continue to make payments in accordance with the Agreement.

23. NCSD NOT OBLIGATED TO THIRD PARTIES. NCSD shall not be obligated or liable for payment hereunder to any party other than the Design Professional.

24. NON-DISCRIMINATION. Design Professional shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

25. UNAUTHORIZED ALIENS. Design Professional hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Design Professional so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against NCSD for such use of unauthorized aliens, Design Professional hereby agrees to and shall reimburse NCSD for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by NCSD. Design Professional shall comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

26. PREVAILING WAGE. Design Professional shall keep informed and take all measures necessary to ensure compliance with Labor Code requirements, including, but not limited to Section 1720 et seq. of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code Section 1720.4) and payment of prevailing wages to workers and professionals for work done under this Agreement, as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code Part 7, Chapter 1, Article 2. Copies of prevailing wage determinations are on file at NCSD offices or otherwise available on the Web at www.cslp.ca.gov.

27. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

A. All information gained or work product produced by Design Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Design Professional. Design Professional shall not release or disclose any such information or work product to persons or entities other than NCSD without prior written authorization from the District Manager, except as may be required by law.

B. Design Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the District Manager or unless requested by the District Legal Counsel of NCSD, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Design Professional gives NCSD notice of such court order or subpoena.

C. If Design Professional, or any officer, employee, agent or subcontractor of Design Professional, provides any information or work product in violation of this Agreement, then NCSD shall have the right to reimbursement and indemnity from Design Professional for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Design Professional's conduct.

D. Design Professional shall promptly notify NCSD should Design Professional, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. NCSD retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with NCSD and to provide NCSD with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review any such response does not imply or mean the right by NCSD to control, direct, or rewrite said response.

28. ASSIGNMENT. The expertise and experience of Design Professional are material considerations for this Agreement. NCSD has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the District Board of Directors. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling NCSD to any and all remedies at law or in equity, including summary termination of this Agreement. NCSD acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

29. COSTS AND ATTORNEY'S FEES. Except for disputes that are resolved by non-binding mediation, the prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

30. 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.

31. 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 not been contained herein.

32. REMEDIES NOT EXCLUSIVE. Except for (a) disputes related solely to the payment for Services performed by Design Professional and (b) the termination provisions of Section 19 (E), no remedy herein conferred upon or reserved to the Parties 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.

33. NONEXCLUSIVE AGREEMENT. Design Professional understands that this is not an exclusive Agreement and that NCSD shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Design Professional as the NCSD desires.

34. ASSIGNMENT. Design Professional shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of NCSD 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.

35. NON-LIABILITY OF DISTRICT OFFICERS AND EMPLOYEES. No officer or employee of NCSD will be personally liable to Design Professional, in the event of any default or breach by the NCSD or for any amount that may become due to Design Professional.

36. INTERPRETATION OF THIS AGREEMENT. The parties acknowledge that each party and its attorney had the opportunity to review, negotiate and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the obligations contemplated by this Agreement.

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

38. NO WAIVER OF DEFAULT. No delay or omission of NCSD 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 of an acquiescence therein; and every power and remedy given by this Agreement to NCSD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of NCSD.

39. EXTRA SERVICES.

A. Should Design Professional propose to provide services that NCSD considers to be beyond the Scope of Services, Design Professional shall present a written request to amend the Scope of Services and a proposal for compensation for additional services to the NCSD. The NCSD Contract Administrator will make due consideration of the request to amend the Scope of Services and compensation for additional services. Design Professional shall not provide additional services until Design Professional has received a written amendment to this Agreement. . Should Design Professional elect to proceed prior to the amendment being approved by the NCSD for additional services, the Design Professional does so at Design Professional's own risk and with the understanding that the NCSD will not be obligated for payment of additional compensation.

B. Should NCSD request Design Professional to provide services that are beyond the Scope of Services, Design Professional shall provide the NCSD with a written proposal for additional services. The NCSD will make due consideration of the proposal. Design Professional shall not provide additional services until Design Professional has received a written amendment to this Agreement. Should Design

Professional elect to proceed prior to the amendment being approved by the NCSD for additional services, the Design Professional does so at Design Professional's own risk and with the understanding that the NCSD will not be obligated for payment of additional compensation.

40. ENTIRE AGREEMENT AND AGREEMENT. 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.

41. 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.

42. 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 San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

43. 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.

44. PRECEDENCE. In the event of a conflict between the Exhibits and this Agreement, the provisions of this Agreement shall control.

45. RECITALS. Recitals A through B are incorporated herein by reference as though set forth at length.

46. AUTHORITY TO EXECUTE. 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, Design Professional hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Design Professional is obligated, which breach would have a material effect hereon.

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

DESIGN PROFESSIONAL:

By: _____

Name: _____

Title: _____

Date: _____

NIPOMO COMMUNITY SERVICES DISTRICT:

Jim Harrison, President
Nipomo Community Service District
Board of Directors

Date: _____

ATTEST:

Donna K. Johnson, Secretary
to the Board of Directors

Date: _____

T:\DISTRICT PROJECTS\SOUTHLAND UPGRADE\DESIGN AGREE 081229.DOC

AECOM

1194 Pacific Street, Suite 204, San Luis Obispo, CA 93401

T 805.542.9840 F 805.542.9990 www.aecom.com

Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

February 3, 2009

Subject: Request for Engineering Services—Southland WWTF Upgrade Project Design

Dear Mr. Bruce Buel,

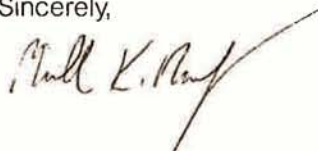
We are pleased to submit this proposal for final design of the Southland Wastewater Treatment Facility.

Our Project Team offers the following advantages:

- Successful track record on District projects: Mike Nunley, Eileen Shields, and Josh Reynolds have met deadlines and schedules on several projects over the past few years and are committed to meeting your project goals.
- Unmatched technical resources: As Regional Wastewater Leader for AECOM, the proposed Project Manager has access to some of the top technical resources for wastewater treatment in the country. In addition, if the District is interested in pursuing alternative energy at the plant, we can provide engineering support.
- Wave oxidation expertise: AECOM has completed several Biolac treatment plant designs in central California. Our Process Engineer, Kim Domingo, is a principal with the firm and has over 20 years of experience designing a variety of wastewater treatment systems, including four Biolac facilities. His expertise includes developing strategies to encourage fair pricing by preferred vendors; serving as an owner's representative during procurement of equipment; and plant startup, which is critical for ensuring a successful project.
- Commitment to identify and resolve challenges: As described in the proposal, design challenges include operation during construction, plant hydraulic design to minimize pumping, and the need to present and document design decisions.
- Operator involvement: Acquiring operator input during design is critical for a successful treatment plant design.

Our project team looks forward to continuing our work, which began with the 2005 Action Plan for WDR Compliance, and continued with development of the WWTF Master Plan and Preliminary Screening Evaluation of Disposal Alternatives. If you have questions or comments about our proposal, I would be pleased to discuss them at your convenience. This proposal is valid for ninety (90) days.

Sincerely,



Michael K. Nunley, PE
Project Manager

Introduction



About AECOM

AECOM is a global provider of professional, technical and management support services to a broad range of markets, including environmental, transportation, building and energy. With more than 43,000 employees around the world, AECOM is a leader in all key markets that it serves. Blending global reach, local knowledge, innovation and technical excellence, AECOM delivers solutions that enhance and sustain the world's built, natural and social environments to clients in more than 100 countries.

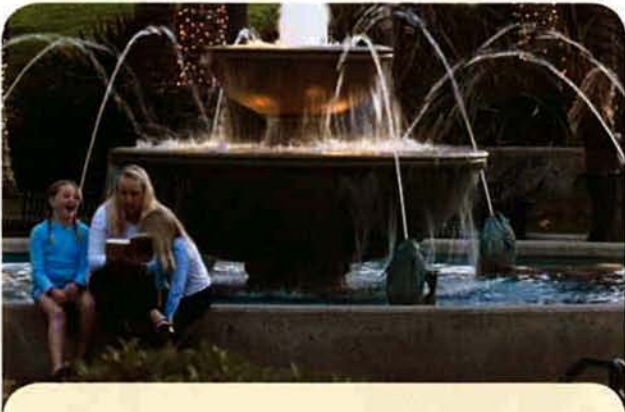
AECOM Water

AECOM's Water Group is the culmination of more than 300 years of experience, technical leadership, and visionary thinking. AECOM professionals have roots in Boyle, Metcalf & Eddy, Earth Tech, HSMM, Faber Maunsell, CTE, TCB, Watershed Concepts and UMA. Populated with water and wastewater industry leaders from nine major engineering firms across the globe, AECOM has integrated these talents and resources to provide value-added services for our clients regardless of the challenge or the size of the project. Although our names have changed, our staff, our expertise and our commitment to quality work remains the same.

Specializing in water, wastewater, water resources, wet weather, storm water and civil site services that incorporate sustainable solutions, AECOM offers comprehensive engineering to local municipalities, the federal government (including the U.S. Military), private industry and private developers. Design-build represents an increasingly important portion of the company's business. Clients count on us for everything from initial planning and compliance studies to detailed design, turnkey construction and assistance with facility operations and maintenance. They trust us to provide cost-effective engineering solutions that work for them in today's complex regulatory, institutional and public policy settings.

We provide comprehensive solutions for our clients.

The company also has particular expertise with regulatory compliance issues, providing solutions both to the technical side of environmental engineering challenges and to the increasingly complex regulatory, institutional, and public policy issues that surround them.



Addressing the Need for Clean Water

Water is the most basic necessity of life. It sustains us and our families, from birth to the end of our lives. Communities around the globe are challenged to find effective ways to provide dependable water supplies, and to restore the water we use to continue sustaining the natural environment. AECOM and its broad network of engineers, scientists, technical specialists, and leaders collaborate with our clients to find sustainable, innovative, and reliable solutions to address these vital concerns.

Based on our high level of expertise in water, wastewater, water resources, watershed concepts and wet weather, we provide comprehensive solutions for our clients. Through these disciplines, we offer integrated services from total project delivery, covering everything from initial environmental planning studies to detailed design, construction management, and operations and maintenance training. We understand our responsibility to the environment and seek to provide services that enhance and sustain the world's built, natural, and social environments.

With more than 150 offices and 3900 water professionals in the United States, AECOM is ranked among the top five firms providing water services nationwide.

Wastewater

Wastewater treatment/water reclamation accounts for a significant percentage of our business. We have hundreds of wastewater-treatment-related design projects to our credit. Most of these major projects involve secondary- or tertiary-treatment facilities that allow effluent to be used for agricultural or urban irrigation, and as a result, go a long way to helping our clients achieve sustainable water resources. We won engineering's most-coveted honor, the Grand Conceptor Award, for a multifaceted wastewater reuse project in central Florida and have also enjoyed tremendous success with multimillion-dollar reclamation projects in California and Colorado. From wastewater collection to treatment to beneficial reuse, AECOM has the experience, personnel, and commitment to help clients meet tough challenges.

Wastewater Systems

Major Areas of Expertise

- **Sewer system modeling**
- **Infiltration-inflow studies**
- **Sewer system evaluation surveys**
- **New and rehabilitated pipelines**
- **Pump stations**
- **New and upgraded treatment facilities**
- **Odor control**
- **Biosolids management**
- **Effluent reuse**

Project Understanding



Project Background

The Southland Wastewater Treatment Facility was originally permitted in 1984 and expanded in 1999. The original process was a subsurface aerated pond system, but was converted to a surface aeration system in a phased replacement program over the past three years.

The Southland Wastewater Treatment Facility Master Plan ("Master Plan") developed a phased approach to upgrade the treatment facility to meet 2030 demands, per the District's 2007 Water and Sewer Master Plan Update. As described in the Master Plan, the Phase I project would increase capacity to 1.4 MGD maximum month flow. The Phase 1 project would include the following facilities:

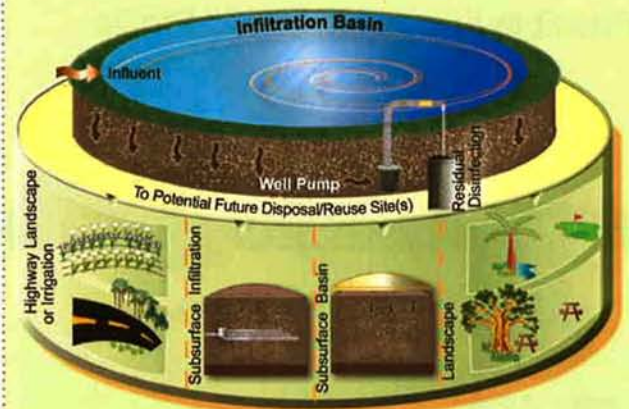
- New 21-in influent sewer main from Southland Street to the plant site
- Metering manhole and influent lift station
- Mechanical screens
- Grit removal
- Wave oxidation treatment process
- Lining existing drying beds

Project Objectives

The plant upgrade must meet the following objectives:

- Meet future demands
- Reduce nitrogen concentration in plant effluent
- Improve biological treatment to allow for future percolation or direct reuse (see Preliminary Screening Evaluation of Southland Wastewater Treatment Facility Disposal Alternatives, AECOM, January 2009)

Future Disposal/Reuse Options



Challenges

Our design team has experience managing treatment plant projects from planning through design, construction, and startup. We see the following challenges that must be addressed during design.

Clarifier Design

Hydraulic Issues

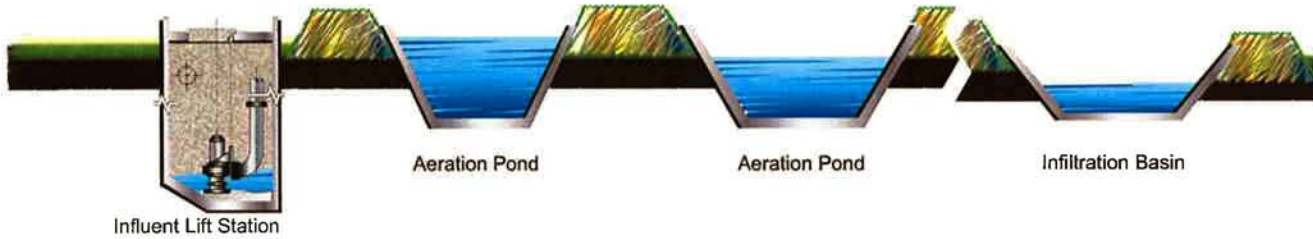
The current treatment system includes a lift station to convey sewage from about 25 feet below grade to Ponds 1 and 2. Wastewater flows through the other treatment stages (two trains of aerated ponds in series to onsite percolation) by gravity. The future plant will include a new lift station and above-grade screening and grit chamber facilities, but utilize the

existing ponds at their current elevation for biological treatment. The new clarifiers should be designed to handle peak flows without requiring additional pumps to reach the elevation of the onsite percolation ponds.

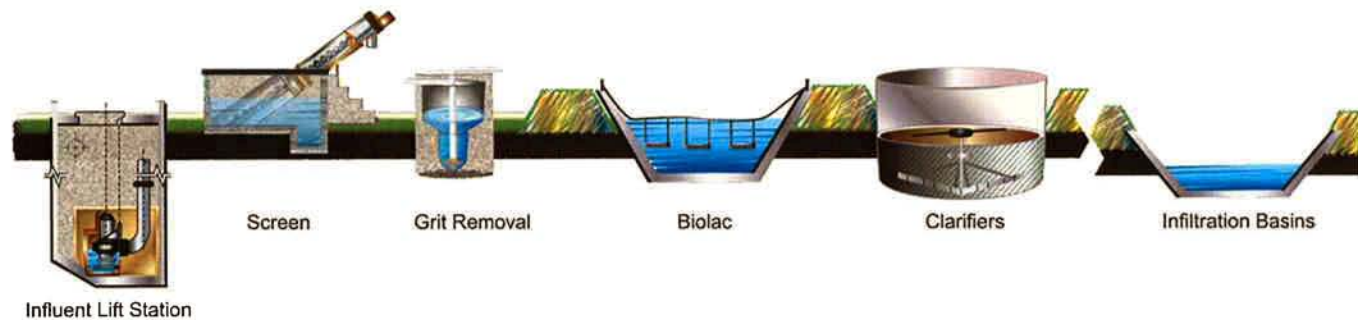
Site Grading. If installed in the location proposed in the Master Plan, backfill will be required around the clarifiers in order to prevent ponding of site runoff. The geotechnical engineer will advise the Project Team as to whether the clarifiers should be placed in the ponds or in the relatively undisturbed material on the west side of the plant property.

Possible Solution. Excavate the percolation ponds and use the excess material as backfill around the new clarifiers to solve drainage and hydraulic problems.

Current Hydraulic Profile



Possible Future Hydraulic Profile



Operations During Construction

The plant may not meet current effluent limits during construction, particularly while one of the aerated ponds is out of commission for installation of the wave oxidation system.

Recommended Approach

1. Develop detailed record drawing of the existing site piping and valve locations
2. Prepare a temporary operations plan
3. Perform a "pilot test" of the operations plan to identify potential problems before construction begins
4. Communicate the plan and upgrade schedule thoroughly to Regional Quality Control Board staff

Cost Control

Future project construction costs are difficult to predict.

Approach

Where possible, the Project Team will identify cost-saving measures in the Concept Design Report in the event that either (1) the engineering estimate at the 30% exceeds the District's project budget, or (2) bids exceed the District's project budget. These concepts could include the use of asphalt instead of concrete for sludge bed liners and deferral of the grit chamber.

Decision Management

The Wastewater Committee, Board of Directors, and District staff will need to document major design decisions, track changes to project cost opinions, and understand the status of project development.

Approach

Follow management approach from Waterline Intertie Project design phase:

- Decision log
- Monthly status reports with design budget summary and overall project cost opinion with footnotes to indicate changes or updates

Sample Project Budget (from Waterline Intertie Project)

Item	Description	Budgeted Amount May 2008 PER	Updated Amount 21-Jan-09
1	Mobilization	\$580,000	\$580,000
2	Blosser Extension (18-in)	\$1,247,000	\$1,247,000
3	Pump Station No. 1 turnout & meter (Blosser Rd)	\$61,000	\$61,000
4	River Crossing (24-in HDD)	\$6,135,000	\$6,135,000
5	24-in Pipeline to Joshua	\$656,000	\$656,000
6	Reservoir (0.5-MG)	\$1,361,000	\$1,361,000
7	Pump Station No. 2	\$603,000	\$603,000
8	Pressure Regulators (200 homes)	\$30,000	
9	Pressure Reducing Valve Stations	\$18,000	\$72,000
10	Chloramination (Joshua & 5 wellheads)	\$707,000	\$707,000
11	Upgrade Southland to 12-in	\$799,500	(1) \$780,000 (7)
12	Upgrade Frontage to 12-in	\$1,101,300	(1) \$880,000 (7)
13	Upgrade Orchard to 12-in	\$509,000	\$1,040,000 (8)
14	Upgrade Division to 10-in between Alegre and Meridian (6)	\$83,000	

Item	Description	Budgeted Amount May 2008 PER	Updated Amount 21-Jan-09	
15	Oakglen Avenue 12-in main (5)	--	\$420,000	
16	Darby Lane 12-in main (5)	--	\$100,000	
17	HWY 101 Bore & Jack (5)	--	\$132,000	
18	Isolation Valves (5)	--	\$12,000	
	Construction Subtotal	\$13,860,800	\$14,786,000	
19	Contingency	\$3,643,000	\$3,696,500	(9)
20	Property Acquisition	--	--	(4)
21	Design-Phase Engineering	\$2,428,000	--	(2)
	Original Agreement (July 2008)		\$744,993	
	Budget Revision 1 - Pressure Reduction		\$132,798	
	Budget Revision 2 - Biological Survey for HDD		\$4,050	
	Budget Revision 3 - Modeling for GSW/Woodlands Turnouts		\$8,380	
22	Office Engineering during construction		\$175,837	
23	Construction Management (3)		\$1,507,170	(10)
24	Environmental Mitigation	--	--	(4)
25	Environmental Monitoring	--	--	(4)
26	Permitting Fees	--	\$1,572.91	
	PROJECT TOTAL (Rounded to 1000)	\$19,932,000	\$21,058,000	(4)

ENR CCI: March 2008 = 8109

- (1) Costs are from the December 2007 Water and Sewer Master Plan (Cannon).
- (2) Engineering and Construction Management were originally presented as a "lump sum" amount
- (3) Includes material testing and construction staking
- (4) Excludes property acquisition, environmental mitigation, and monitoring
- (5) These work items were added to relieve high pressures on Mesa as an alternative to service pressure regulating valves (See Tech Memo 9). One PRV station at Maria Vista was required initially. Four are recommended for revised project. This was design Budget Revision #1.
- (6) Based on review of record drawings, this pipeline is already a 10-in main
- (7) Initial estimate incorporated Master Plan project costs. Revised estimate includes higher unit costs to reflect paving 1 traffic lane, per County standards
- (8) Updated unit costs include higher costs to reflect paving 1 traffic lane, per County standards
- (9) Contingency was modified to 25% which is more appropriate for concept design phase.
- (10) To be provided by CM team - Has not been revised to reflect additional work for construction management of Oakglen, Darby, and Orchard extensions.

Sample Decision Log (from Waterline Intertie Project)

ITEM			Disposition	
			Action	Who/When
8/13/08	9	District has provided record drawings of water and sewer pipelines in project areas.	G	
7/16/08	10	District has confirmed the existing PTRs can be considered "current" for our use.	G	
7/23/08	11	Select potholing locations (after Pipeline Technical Memorandum is submitted)	A	AECOM 2/28/09
12/12/08	12	Survey/soils schedule has been updated in the master project schedule. Aerial photography has been completed. Preliminary mapping is complete for all sections. Final mapping is complete for Blosser Rd, river crossing, and between bluff & Orchard Road.	G	
7/23/08	13	Provided draft delivery proposal for agreement with City of Santa Maria on July 18, 2008.	G	
8/27/08	14	Easement information on tract maps received for BL #4	G	
11/24/08	15	District reviewed draft TM #9 (System Pressure Reduction Study) and directed AECOM to revise project to include new dedicated mains along Orchard, Oakglen, Darby, and Frontage.	G	
11/24/08	16	Determine whether chloramination system should be part of Pump Station/Reservoir bid package or should be separate. District staff would prefer bidding these together. AECOM addressed in TM #2 (Bidding Strategy) for District direction.	A	District 1/5/09

Team's Qualifications

The team's qualifications are discussed in section 3.

Consultant Services Agreement

Markups to the District's Standard Agreement are noted in Appendix D.

Scope of Services and Timeline



Task Group 1

Concept Design Phase

The Concept Design Report will present an evaluation of the key project design components. AECOM will review the proposed design from the Southland WWTF Master Plan (January 2009) and the updated geotechnical and survey information. The project team and District staff will review preliminary project decisions and prepare the Draft Concept Design Report, the 30% construction plans, and conceptual cost opinion.

Task 101. Design Level Survey and Base Maps (Garing, Taylor, and Associates)

Utilizing the survey provided by the District (GTA, 11/26/2007), AECOM will work with Garing, Taylor, and Associates (GTA) to verify the information and more precisely locate pertinent structures and utilities on the District's WWTF property. Survey work will include densification of existing topography and location of known utilities and structures.

Task 102. Geotechnical Report (Fugro)

The geotechnical work is summarized below. Fugro's proposal is included in the Appendices.

- A review of available materials and assessment of geological hazards or geotechnical consider-

ations that could impact the project design, cost, or schedule. Data will be summarized in a Preliminary Geotechnical Report.

- Design-level services, including field exploration, laboratory testing, and geotechnical analysis. The preliminary field exploration will be prepared for review by AECOM and the District. Approximately nine (9) borings are anticipated between 20 and 75 feet below grade. Results will be discussed in a Draft Geotechnical Report. Following the receipt of comments from AECOM and the District, Fugro will prepare and submit four (4) hard-bound copies and one electronic pdf of the final Geotechnical Report.

Task 103. Technical Memorandum 1 (Permitting & Operations during Construction)

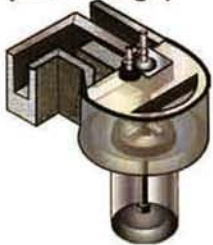
Meeting effluent limits during construction will be a challenge.

Keeping RWQCB staff engaged will be critical. AECOM will work closely with the RWQCB and the District staff to prepare an operations plan for project construction. Technical Memorandum 1 (TM#1) will recommend short-term aeration, piping, or valve

modifications to optimize performance with one pond out of service. An administrative draft will be prepared and submitted to District staff for review. Upon receipt of edits, AECOM will integrate staff's comments and submit the (10) ten copies of the final TM#1.

TM #1 will be developed in a "team effort" and include District Engineering, Operations, Management, and AECOM Staff.

Task 104. Draft and Final Concept Design Report (30% Design)



The Concept Design Report will present main components of the project and summarize design criteria and preliminary layout.

Preliminary plans and instrumentation diagrams will be presented

at the 30-percent level. Sheets will include plan and profile views of the influent pipeline and upgraded lift station; site plan and sections of the screens, grit removal systems, and secondary clarifiers; and site plans and details for the extended aeration system, sludge lagoons, and sludge drying beds.



The report will discuss such items as recommended process equipment and design criteria for the project components, including the Biolac®

system, sludge holding lagoons, mechanical screens, grit removal systems, sludge drying beds, secondary clarifiers, site piping, and the blower room. Criteria

and preliminary plans for instrumentation and controls will also be presented and the preliminary cost opinion will be developed. Recommendations will be provided for encouraging competitive pricing by equipment vendors. It is assumed that the District's Wastewater Committee meetings will provide regular opportunities for District input (see Task 305).

AECOM will submit ten (10) copies of the Administrative Draft Concept Design Report and cost opinion to the District for review. AECOM will integrate District comments and submit forty (40) copies of the Draft Concept Design Report and cost opinion. This material will be presented to the standing Wastewater Committee, and then to the District Board. Final District comments will be integrated into the 60-percent design submittal.

Task 105. Narrative Report

AECOM will prepare a Narrative Report describing the proposed project based on the Final Concept Design Report. Ten (10) copies of the Administrative Draft Narrative Report will be submitted to the District for review. AECOM will integrate District comments and submit one hundred (100) copies of the Final Narrative Report.

Task Group 2

Construction Documents

Task 201. 60%, 95%, and Final Construction Plans and Specifications

AECOM will prepare bid documents in the District's standard format, including contract documents and technical specifications. The following is an estimate of the bid sheets to be included in the final construction documents. It is assumed the documents will be submitted as one bid package.

General

G1, G2, G3: Title Sheet, Drawing Index, and General Notes (3 sheets)

G4–G6: Site Layout, Schematics, and Design Criteria, (3 sheets)

S1–S4: Structural Notes and Details (4 sheets)

E1–E3: Electrical Symbols, Single Line Diagram, and Site Plan (3 sheets)

N1, N2: Instrument Legend and Symbols, and Communication Block Diagram (2 sheets)

C1–C4: Utility Plan and Details (4 sheets)

Influent Pipe and Lift Station

C101: Grading & Demolition Plan (1 sheet)

C102, C103: Influent Pipe & Lift Station Plan & Profile (2 sheets)

C104, C105: Lift Station & Metering Station Details (2 sheets)

C106: Metering Station Details (1 sheet)

S101, S102: Structural (2 sheets)

E101, E102: Electrical (2 sheets)

N101: Instrumentation and Controls (1 sheet)

Mechanical Screens and Grit Removal System

C201: Grading Plan (1 sheet)

C202, C203: Site Layout & Piping Plan (2 sheets)

C204: Screening Details (1 sheet)

C205: Grit Removal System Details (1 sheet)

S201–S208: Structural (8 sheets)

E201–E203: Electrical (3 sheets)

N201: Instrumentation and Controls (1 sheet)

Biolac® Wave Oxidation System

C301: Grading & Demolition Plan (1 sheet)

C302, C303: System Layout & Piping Plan (2 sheets)

C304, C305: Biolac Details (2 sheets)

C306: Blower Plan (1 sheet)

S301: Anchor Plans (1 sheet)

E301, E302: Electrical (2 sheets)

N301: Instrumentation and Controls (1 sheet)

Secondary Clarifiers

C401: Grading Plan (1 sheet)

C402–C404: Site Layout & Piping Plan (3 sheets)

S401–S405: Clarifier Plan & Sections (5 sheets)

E401: Electrical (1 sheet)

N401: Instrumentation and Controls (1 sheet)

Sludge Holding Lagoons

C501, C502: Site Layout & Piping Plan (2 sheets)

C503: Sludge Lagoon Details (1 sheet)

S501, S502: Structural (2 sheets)

E501: Electrical (1 sheet)

N501: Instrumentation and Controls (1 sheet)

Sludge Drying Beds (modifications to existing and new facilities)

C601, C602: Grading Plans (2 sheets)

C603, C604: Site Layouts & Piping Plans (2 sheet)

C605: Sludge Bed Details (1 sheet)

S601, S602: Structural (2 sheets)

E601: Electrical (1 sheet)

N401: Instrumentation and Controls (1 sheet)

Electrical, Instrumentation, and Controls

E701: Blower Building Modifications (1 sheet)

N701, N702: Control Panel Layout & Instrument Mounting Details (2 sheets)

E702 – E704: Schematic Diagrams (3 sheets)

E705: Panel and Fixture Schedules (1 sheet)

E706 – E708: Electrical Details (3 sheets)

E709: Conduit Schedule (1 sheet)

The District will receive submittals of the cost opinion and construction documents at the 60-, 95-, and 100-percent level.

Task Group 3

Project Management

Task 301. Kickoff Meeting

AECOM will schedule and lead a kickoff meeting with the project team at the District office. Attendees will include AECOM, and District team members. We will discuss current plant operations, project financing, CEQA compliance efforts, and project milestones. The meeting will end with a site walk on the Southland WWTF property.

Task 302. Monthly Progress Reports

Our project reporting strategy will follow the process from the Waterline Intertie Project.

AECOM will submit written monthly progress and budget status reports to the District. Reports will be sent in time for District staff to review and submit at monthly Board meetings. AECOM will utilize a consistent form to prepare monthly reports for the Board to track updates to the following project components throughout the design phase:

- Project Cost Opinion
- Project Schedule, including design, construction, and permitting
- Summary of monthly progress

Task 303. Decision Log

AECOM will maintain a Project Decision Log to track key decisions made and supportive reasoning during the project design.

Task 304. Meetings with District Staff

In addition to the workshops and meetings discussed in other sections, it is assumed the AECOM Project Manager will schedule and attend monthly coordination meetings with District staff.

Task 305. Wastewater Committee Meetings, Board Meetings, and Workshops

Project stakeholders will include the Regional Water Quality Control Board (RWQCB), the District's Wastewater Committee, South County Advisory Committee, Save the Mesa, Nipomo Chamber of Commerce, developers, citizens, County Department of Public Works, and others.

Task 305A. Wastewater Committee Meetings

Project Team members will attend monthly Standing Committee meetings. It is assumed the AECOM Project Manager and one other AECOM or Fugro team

member will attend each monthly meeting, and the meetings will last for approximately two (2) hours.

Task 305B. District Board Meetings

Project Team members will attend monthly District Board meetings. It is assumed the AECOM Project Manager and one or two other team member will attend each monthly meeting, and the meetings will last for approximately two (2) hours. When complete, the Draft Concept Design Report and cost opinion will be presented.

Task 305C. Public Forums/Workshops

AECOM will prepare presentations for public forums and/or workshops as directed by the District. We have established a budget for two forum or workshop events.

Task 305D. Southland Operators Workshops

Operator input is critical to a successful project.

AECOM will organize two (2) workshops with Southland WWTF Operators during design development to collect input on layout and workability. This will help lead to an optimized design for Southland.

Task 306. RWQCB Interaction & Permitting

AECOM will meet with District staff and staff from the Regional Water Quality Control Board (RWQCB) to discuss permitting and operations during project construction. Based on the outcome of the meeting and direction from the District, AECOM will assist the District with preparation of permits and/or documentation required by the RWQCB. We have established

a budget for two meetings with RWQCB staff—one before and one after submittal of TM#1.

Task 307. Miscellaneous Exhibits

AECOM will prepare copies of progress plans and/or exhibits from reports on a time and materials basis. At this time, we cannot predict which exhibits (or type of format—mounted exhibits or half-size for handouts) will be required. We have established a budget of \$5,000 for miscellaneous exhibits.

Task 308. Funding Assistance

AECOM will support the District will preparation of funding information and interaction with funding entities.

Task 309. Final Design Constructability

AECOM will participate in workshops with District staff, peer reviewers, and Construction Management teams. It is assumed two (2) formal workshops will be coordinated and attended.

Task 310. Process Equipment

AECOM will work with vendor representatives to assist the District with procurement of the process equipment specified in the final design.

Task Group 4

Assistance During Bid Phase

Task 401. Contractor Prequalification (Optional)

If desired by the District, AECOM will tailor a prequalification procedure to the specific features of this project. This procedure will follow the California Department of Industrial Relations recommendations, methodology, and criteria for prequalification of the contractor(s). The steps include the following:

- Prequalification advertisement
- Prequalification questionnaire distribution
- Prequalification scoring and interviews

For a construction project of this nature, a prequali-

fication stage may not be necessary. This will be determined during the conceptual design phase of the project.

Task 402. Bid-Phase Services

AECOM will provide bid phase services for this project, including the following:

- Provide plans and specifications for Electronic Bid Clearinghouse
- Prepare 20 bid sets of construction documents
- Organize and attend one pre-bid job walk
- Maintain a list of bidders for distributing addenda
- Respond to inquiries from bidders
- Prepare, issue, and circulate addenda
- Assist the District in bid review
- Provide recommendations on successful bidder award
- Assist District in resolving bid protests (if necessary)
- Attend District Board meeting to present recommendations on bidder award

Task 403. Contractor Outreach (Optional)

If desired, AECOM can schedule pre-bid project workshops, remote web-based conferences with builders information centers in major California cities, and release of general project information through builders exchanges and local professional societies. This can help encourage early contractor interest to develop the optimal bid market.

Task Group 5

Office Engineering Services during Construction

An adequate projection of effort and budget for Task Group 5 is difficult to predict at this time and will depend, to some degree, on the experience and background of the Contractor selected for the work. The budget and man-hour breakdown estimated for this task will likely require review and revision upon beginning construction-phase activities. AECOM will work closely with the District during this phase to manage

our budget and regularly communicate status.

Task 501. Assist with Contract Submittals

AECOM will assist the District with acquiring the required contract submittals from the Contractor after the contract is awarded.

Task 502. Construction Job Walk

AECOM will attend a construction job walk with the selected contractor.

Task 503. Partnering Session

It is our understanding the District will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. AECOM will plan and attend a Partnering Session with the Contractor and District.

We can provide additional guidance to the District in developing a formal partnering relationship, if desired.

Task 504. Submittal Review

AECOM will log, manage, and review contract submittals and shop drawings. Our process will ensure the following:

- All short term look-ahead schedules contain critical submittal dates, and the logs reflect the same
- Submittals from the Contractor are received and logged
- Submittals are reviewed in a timely fashion by AECOM and returned to the Contractor
- Logs are updated on a regular basis
- Shop drawings have been reviewed and returned before associated work has begun

Task 505. Respond to RFIs

AECOM will log, manage, and respond to Requests for Information from the Contractor.

Task 506. Respond to Requests for Change

AECOM will investigate proposed change orders submitted by the Contractor or requested by the District. Change order submittals will include supporting records. AECOM's investigation will include the impacts on the Project schedule and budget and will include a recommendation for approval or disapproval.

Task 507. Attend Project Meetings

AECOM will attend a preconstruction meeting and monthly project progress meetings.

Task 508. Observe Work in Progress

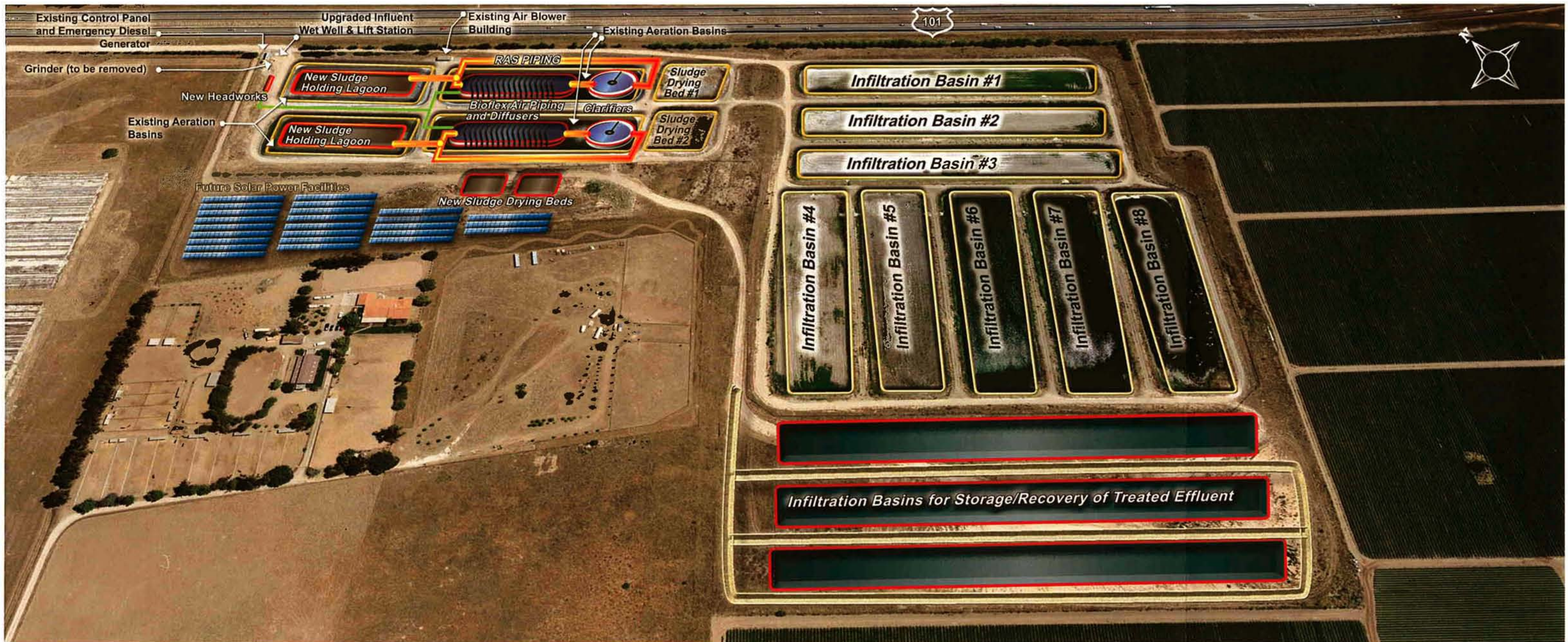
AECOM will perform field reviews (approximately 4 hours per visit) to review work progress and address design issues or conflicts as they arise.

Task 509. Prepare Record Drawings

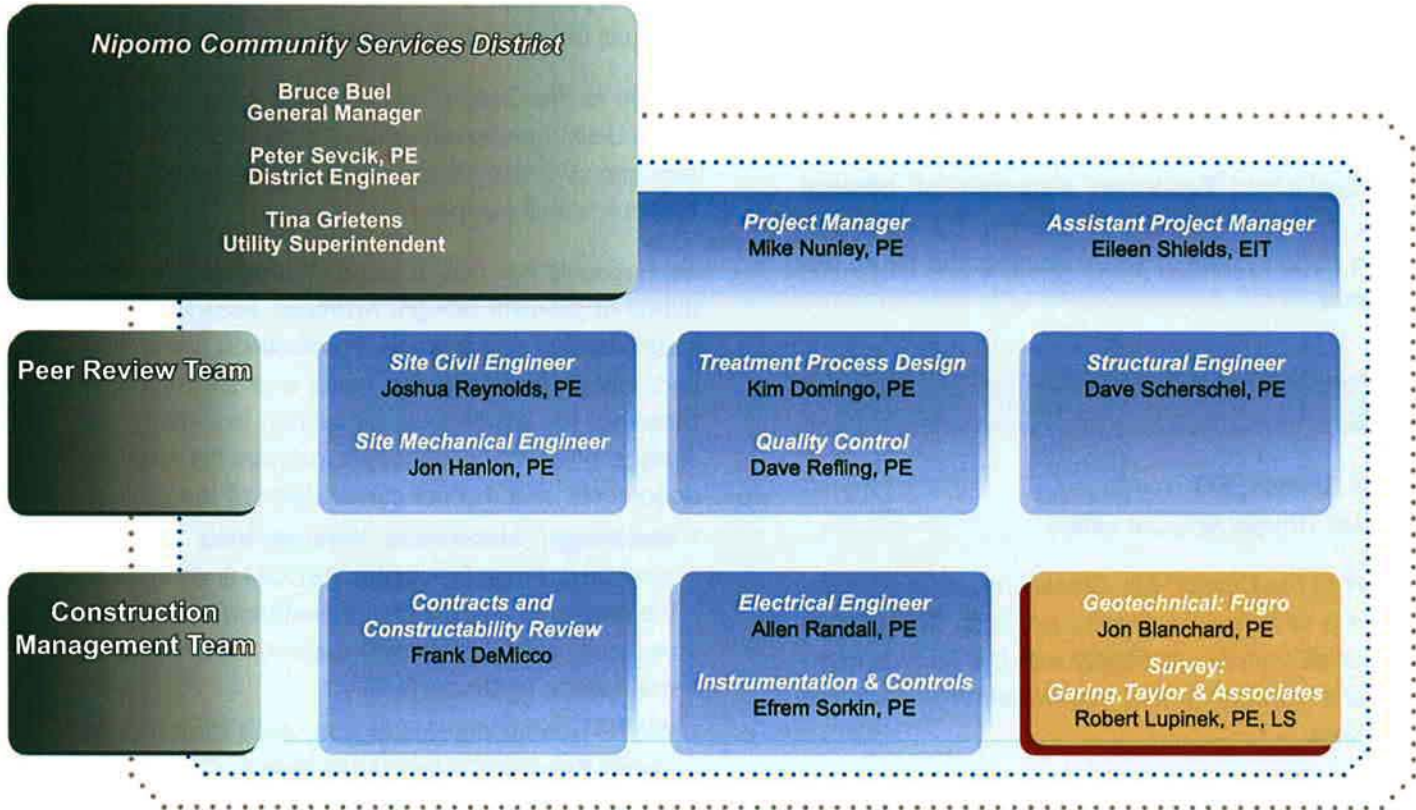
AECOM will prepare record drawings based on the Contractor's markups of the construction plans.

Potential Site Plan for Southland Wastewater Treatment Facility at Buildout

Future facilities will be considered during design of this initial phase.



Personnel



Specialists

AECOM's has a broad range of technical expertise and a large, multidisciplined staff, all available from within our firm and located near your project. We are committed to high quality, responsive services based on the depth of our inhouse resources. We have a full complement of local professional, technical, and support personnel available to quickly staff your project.

Staff Summaries

Our highly qualified professionals have the training and experience needed for the Southland WWTF Upgrade project. Summaries of experience for each of our key team members immediately follow and full resumes are included in the Appendix.

All project management and site engineering work will be performed in the San Luis Obispo office, with

process engineering in Bakersfield and electrical controls, instrumentation, and structural engineering in Newport Beach.

Project Manager

Mike Nunley, PE

San Luis Obispo AECOM Office

Benefit to the District: Mr. Nunley has been involved with many of the District's design efforts and has a reputation for creative solutions. His familiarity with multiple District projects and programs provides our team a knowledge base second to none.

Mr. Nunley has over 12 years of experience in water resources planning and design. Expertise includes management of planning and design of water, waste-

water, and drainage facilities in CA, NC, VA, SC, TN, and GA.

- Project Manager for Southland WWTF Master Plan, Nipomo Community Services District. Authored Master Plan to address current and future needs at a 0.9-MGD aerated pond system that currently discharges into onsite percolation ponds.
- Project Engineer for King City Wastewater Capacity Evaluation. Performed evaluation of process and hydraulic capacity of existing 1.2 MGD aerated pond system to serve existing and future demands.

Assistant Project Manager

Eileen Shields, EIT

San Luis Obispo AECOM Office

Benefit to the District: Ms. Shields has extensive experience with various District projects. The District will benefit from her familiarity with the Southland facility and experience with wastewater projects in the local area.

Since she has been at AECOM, Ms. Shields has focused on wastewater projects, including Nipomo Community Service District projects. She has developed an expertise in wastewater treatment through her progressive experience in environmental engineering and with AECOM.

- Nipomo Southland Wastewater Treatment Facility Effluent Disposal Screening Analysis. Project Engineer. Compiled treated effluent disposal alternatives, developed rating criteria, reviewed available information, and compared disposal / reuse alternatives to assist the District identify feasible projects to investigate.
- Nipomo Southland Wastewater Treatment Facility Master Plan. Project Engineer. Reviewed plant performance and hydraulic capacity, evaluated ability to meet existing and projected demands, developed design criteria and capital improvements plan, and determined recommended improvements.

Site Civil Engineer

Josh Reynolds, PE

San Luis Obispo AECOM Office

Benefit to the District: Mr. Reynolds has helped develop District engineering standards and has extensive site civil experience, including treatment plant hydraulics and pumping.

Mr. Reynolds has over 8 years of progressive experience in pipeline design, hydraulic analysis, pump station design and analysis, construction administration, city engineering, and water and sewer master planning. His experience allows him to identify and analyze initial project concepts, prepare construction documents, and monitor construction of the project.

- Wastewater Headworks Improvements (City of King City). Project Engineer. AECOM is completing the design of a screening, dewatering, solids conveyance, and grit removal system for a 1.2 MGD wastewater treatment facility.
- WWTP Headworks Restoration, Avila Beach Community Services District (Avila Beach, CA). Project Engineer. Designed and prepared construction documents to upgrade and restore the existing plant head works.

Site Mechanical Engineer

Jon Hanlon, PE

San Luis Obispo AECOM Office

Mr. Hanlon specializes in management, design, and permitting of municipal water and wastewater projects. Expertise encompasses design of hydraulic systems and equipment. Project experience includes pump stations, production wells, piping and valves, and wastewater treatment facilities.

- San Simeon Wastewater Treatment Plant Upgrade. Project Manager. Project to evaluate 0.5 MGD facility and make recommendations for process improvements.

- Paso Robles Lift Station Rehabilitation. Project Manager. Provided technical specifications and construction management support to repair and rehabilitate three City sewer lift stations.
- San Simeon Wastewater Treatment Plant Tertiary Upgrade. Project Manager. Designed improvements to allow the 0.45 MGD wastewater treatment facility to meet title 22 requirements.

Treatment Process Design

Kim Domingo, PE

Bakersfield AECOM Office

Benefit to the District: Mr. Domingo has over 20 years of experience designing a variety of wastewater treatment systems, including four Biolac facilities. His expertise includes developing strategies to encourage fair pricing by preferred vendors; serving as an owner's representative during procurement of equipment; and plant startup.

Mr. Domingo specializes in public works/municipal engineering; wastewater conveyance design; municipal wastewater treatment and disposal; and food processing waste treatment and disposal. Biolac experience includes California Correctional Institution Tehachapi, Kern Valley State Prison, Lamont Public Utility District Wastewater Treatment Facility, and Rosamond Community Services District Wastewater Treatment Facility.

- City of Delano. Public Works Director and City Engineer. Responsible for management and oversight of City public works operations including water, sewer, wastewater treatment, refuse, streets and central garage operations.
- Treehouse Farms Report of Waste Discharge. Project Manager. Prepared a Technical Report and performed site testing to develop information for regulatory review and compliance.
- Barlow Company Report of Waste Discharge. Project Engineer. A Report of Waste Discharge was prepared to address current and future treatment and disposal needs.
- Sewer Master Plan and wastewater treatment plant

preliminary design report for the Templeton Community Services District (Templeton, California). Project Engineer. The Master Plan involved planning for facilities to treat the District's wastewater rather than transporting it to Paso Robles for treatment.

Quality Control

Dave Refling, PE

Orlando AECOM Office

Mr. Refling's qualifications include extensive experience in the planning, design, and management of water, wastewater, and reuse system projects. His broad knowledge covers water and wastewater treatment, distribution, and collection systems; effluent reuse and disposal; sludge treatment and disposal; facility master planning; and water quality.

Mr. Refling has special expertise in wastewater treatment process design, including Biological Nutrient Removal (BNR) and Membrane Bioreactor (MBR) systems. He has co-authored over 20 articles on innovative wastewater treatment systems involving BNR, MBR and water reclamation/reuse.

Structural Engineer

Dave Scherschel, PE

Newport Beach AECOM Office

Mr. Scherschel has 40 years of structural engineering experience, which ranges from conceptual design, feasibility studies, value engineering, cost estimating, design, and detailed specification writing to field construction resident engineering.

Structural projects include numerous above- and below-grade water storage facilities consisting of steel, cast-in-place, and prestressed concrete ranging in size from 0.5 MG to 70 MG. Water and wastewater design projects include pressure-reducing stations and thrust blocks, pumping stations, and support

piers and hangers for pipe crossings of channels, rivers, and waterways located in California, Arizona, and Nevada and pumping facilities for 600 miles of water transmission pipelines through North and South Dakota.

Contracts and Constructability Review

Frank DeMicco, PE

San Luis Obispo AECOM Office

Mr. DeMicco has 35 years of experience in Water and Wastewater Engineering Design, Construction and Operations.

- City of Santa Maria Wastewater Treatment Plant Expansion (from 9.5 MGD to 13.5 MGD)—ongoing. Construction Manager. Responsibilities include constructability review and management of a \$16 million+ construction contract. Modifications were made to the headworks, grit chamber, primary trickling filter and primary sludge pump stations. Project also included a new primary clarifier, sludge digester and digester control building.
- Santa Nella County Water District. Construction Manager. Responsible for the constructability review of 1.5 MGD wastewater treatment plant (Phase 1), 5 MGD membrane water treatment plant (Phase 1), booster pumping station and 2.0 MG reservoir, trunk sewers, pipeline crossings and bridges, and effluent storage and transmission facilities. Coordinated activities between Contractors, Owner/Developer, and client (Santa Nella County Water District). Tasks included architectural, structural, mechanical, electrical, and instrumentation disciplines review during construction phases of the project.
- ECO: LOGIC Engineering (Rocklin, CA). Project Manager. Managed Phase I (\$6 million) upgrade of the Merced Waste Water Treatment Plant. Phase II (\$50 million) expansion from 7.5 MGD to 12 MGD was deferred by the City. Additionally, responsible for opening a new branch office in the City of Merced to better service Eco:Logic clients in the San Joaquin Valley.

Electrical Engineer

Allen Randall, PE

Newport Beach AECOM Office

Mr. Randall's extensive electrical design and contract administration experience includes pumping stations, reservoirs, distribution facilities, hydroelectric plants, and treatment plants. He has been involved in more than 80 pumping station designs and has contract administration experience for water districts and municipalities.

- Over 18 years of experience in electrical design and contract administration on reservoirs, water transmission main facilities, pumping stations, hydroelectric plants, and water treatment plants.
- Over 80 water and wastewater pumping station designs and contract administration experience for municipalities and water districts.
- Over 50 water pumping station designs and contract administration experience for municipalities and water districts.

Instrumentation and Controls

Efrem Sorkin, PE

Encino AECOM Office

Mr. Sorkin specializes in design and implementation of analog, computer control, and telemetry systems for water and wastewater treatment plants and water distribution systems. Experience includes installation, start-up, and troubleshooting of control and telemetry systems for treatment processes and pumping stations.

- Wastewater Treatment Plant Upgrade, Lamont Public Utility District, California. Responsible for control system design including field instruments, programmable controllers, SCADA System. The facility employs Biolac process.
- Kern Valley State Prison WWTP, City of Delano, California. Design of instrumentation, programmable controllers, and central computer system. The facility employs Biolac process.

Agreement Markups

Attached is the Nipomo Community Services Agreement for Professional Engineering Services. Our Legal Department has reviewed the document and the requested changes are noted in red. Where noted, we are recommending that the following provisions be added.

1. Paragraph 14 (Indemnification): in Part A, at line 2, delete phrase "(with legal counsel reasonably acceptable to the District)." At line 8, delete the phrase "incidental and consequential damages." Delete part B in its entirety and replace it with the following mutual waiver provision:
 - **Insert No. 1:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither NCSD nor Design Professional shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement.
 - Paragraph 17 (Continuity of Personnel): **Insert No. 2:** in accordance with the following schedule:
 - Departure before completion of 50% of Design: \$ _____
 - Departure before completion of 90% of Design: \$ _____
 - Departure before completion of 100% of Design: \$ _____
 - Further, in the event a Team Leader ceases to act as Team Leader for any reason before the completion of services, NCSD shall not be charged for any fees or reimbursement expenses in connection with the transition including the cost of having the new Team Leader become familiar with the services to be performed pursuant to this Agreement or any other related matter.

Insert No. 3: NCSD will include Design Professional as an indemnitee and additional insured in the General Conditions of the project construction contract.

Insert No. 4: Any Opinion of the Construction Cost prepared by Design Professional represents its best judgment as a professional and is supplied for the general guidance of NCSD.

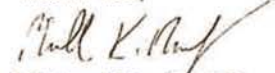
Insert No. 5: In providing its services hereunder, Design Professional shall not be responsible for handling, containment, abatement, or in any other respect, for any asbestos or hazardous material if such is present in connection with the project. In the event that Design Professional discovers or otherwise becomes aware of asbestos or hazardous material at the jobsite, Design Professional shall promptly notify NCSD. IN the event that NCSD becomes aware of the presence of asbestos or hazardous material at the jobsite, NCSD shall promptly notify Design Professional who shall then be entitled to cease any of its services that may be affected by such presence, without any liability to Design Professional arising therefrom.

Insert No. 6: NCSD agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume responsibility for job site conditions during the course of construction of the Project. Design Professional shall not have control over or charge of, and shall not be responsible for techniques, sequences, or procedures of the construction contractor. Design Professional shall not have the authority to unilaterally stop or reject the work of the construction contractor.

Insert No. 7: Electronic data delivered to NCSD is for NCSD's convenience and shall not include the professional stamp or signature of an engineer or architect.

If you have questions or concerns, please feel free to call me.

Thank You,



Michael Nunley, PE
Managing Engineer

**Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444**

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

Exhibit "A" – Scope of Services or Service including Schedule of Submittals

Exhibit "B" – Compensation for Services, Not Exceed Amount, Hourly Rates and Reimbursable Costs

Exhibit "C" - Key Personnel including Design Team Leader and Designated Engineers

Exhibit "D" - [place holder]

THIS AGREEMENT (hereinafter referred to as "Agreement") is made by and between the Nipomo Community Services District, a Community Services District duly existing and operating pursuant to the provisions of Government Code Section 61000 et seq. (hereinafter referred to as "NCSD" or "District") and _____ (herein referred to as "Design Professional"), with reference to the following Recitals:

RECITALS

A. NCSD desires to retain professional engineering services in part to design Phases I of the Southland WWTF Upgrade Project (hereinafter referred to as "Project"), support Project bidding, and provide engineering services during construction of the Project.

B. NCSD desires to engage Design Professional to provide the above referenced services by reason of its qualifications and experience in performing such services on the terms and in the manner set forth herein.

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

1. DESIGNATED REPRESENTATIVES. Bruce Buel, District General Manager, ("Contract Administrator") at telephone number (805) 929-1133 is the representative of NCSD and will administer this Agreement for and on behalf of NCSD. _____ at telephone number (805) _____ is the authorized representative for Design Professional. Changes in designated representatives shall be made only after advance written notices to the other party.

2. NOTICE. Notices required under this Agreement shall be sent to the following:

NCSD : Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444
Attn: Bruce Buel
Facsimile No. (805) 929-1932

DESIGN PROFESSIONAL:

Attn: _____

Facsimile:(805) _____

Notices given pursuant to this Agreement shall be deemed received as follows:

- (a) If sent by United States Mail - five (5) calendar days after deposit into the United States Mail, first class postage prepaid.
- (b) If by facsimile - upon transmission and actual receipt by the receiving party.
- (c) If by express courier service or hand delivery - on the date of receipt by the receiving party.

The addresses to notices set forth in this Section 2 may be changed upon written notice of such change to either the District or Maria Vista, as appropriate.

3. ATTACHMENTS. Attached to this Agreement are the following Exhibits that are incorporated into this Agreement by reference.

- A. **Exhibit "A"** – Scope of Services or Services, including Schedule of Submittals
- B. **Exhibit "B"** – Compensation for Services, Not Exceed Amount, Hourly Rates and Reimbursable Costs
- C. **Exhibit "C"** – Key Personnel including Design Team Leader and Designated Engineers
- D. **Exhibit "D"** – [place holder]

4. SCOPE OF SERVICES.

A. Design Professional agrees to provide the Services and submit deliverables to NCSD in accordance with this Agreement.

B. By executing this Agreement, Design Professional represents that Design Professional (a) has thoroughly investigated and considered the Scope of Services referenced in the Agreement to be performed; (b) has carefully considered how the services should be performed; (c) fully understands the difficulties and restrictions attending performance of the services under this Agreement; and (d) that the "Not to Exceed Amount" is adequate for the Services to be performed by Design Professional.

5. **TERM.** Design Professional shall commence performance within five (5) days of NCSD's Notice to Proceed and unless otherwise directed in writing by NCSD or unless earlier terminated as provided in this Agreement, shall complete performance and make deliverables in accordance with Exhibit "A".

6. **COMPENSATION OF DESIGN PROFESSIONAL.**

A. Design Professional will be paid for the Services provided to NCSD on a time and material basis pursuant to the hourly rates and reimbursable expenses referenced in Exhibit "B", subject to the Not to Exceed Amount of _____.

B. Design Professional shall submit invoices no more often than monthly for Services performed and Reimbursable Expenses incurred. Each invoice shall identify the person providing the service, the services performed, the amount of time spent on performing the services. Additionally, each invoice shall reflect the percentage of completion of each Task and the remaining budget ("Not to Exceed Amount").

C. NCSD shall review each invoice submitted by Design Professional to determine whether it accurately reflects the Services performed and Reimbursable Expenses incurred in compliance with the provisions of this Agreement. In the event no charges or expenses are disputed, the invoice shall be approved and paid within forty five (45) days of receipt of the invoice. In the event NCSD disputes any charge or expenses, it shall return the original invoice to Design Professional for correction and resubmission, however, the undisputed amount shall be paid as indicated above. Disputed amounts shall be resolved pursuant to paragraph 21, below.

D. NCSD shall not pay Design Professional more than the Not-to-Exceed Amount without the prior written authorization of the NCSD. In order for NCSD to increase the Not-To-Exceed Amount Design Professional shall promptly notify the NCSD and prior to the expenditure of sixty percent (60%) of the budget for each Task, for which Design Professional seeks to increase the Not to Exceed Amount, identify and document how circumstances beyond its reasonable control have increased the time and/or costs of performing the Services beyond the amounts identified in Exhibit "B". The NCSD retains the discretion to: deny the request, to increase the Not to Exceed Amount, or amend the Scope of Services.

E. Payment to Design Professional shall be full compensation for all personnel, materials, supplies, and equipment used in carrying out the Services.

F. Payment of an invoice by NCSD shall not constitute acceptance of defective Services, and NCSD's failure to discover or object to any unsatisfactory Services or billing prior to payment will not constitute a waiver of NCSD's right to:

1. Require Design Professional to correct such work or billings; or
2. Seek any other legal remedy.

G. NCSD may withhold, or on account of subsequently discovered evidence nullify, the whole or a part of any payment to such extent as may be necessary to protect NCSD from loss, including costs and attorneys' fees, on account of (1) defective or deficient work product not remedied; (2) subsequently discovered errors in invoices previously paid; (3) claims filed or reasonable evidence indicating probable filing of a claim or claims; (4) failure of Design Professional to make payments properly to its employees or sub-Design Professionals; or (5) Design Professional's failure to adhere to the Schedules or to achieve sufficient progress with the Services such that Design Professional is unlikely to achieve timely completion.

7. STATUS OF DESIGN PROFESSIONAL.

A. Design Professional is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of NCSD. Design Professional shall have no authority to bind NCSD in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against NCSD, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by NCSD.

B. The personnel performing the services under this Agreement on behalf of Design Professional shall at all times be under Design Professional's exclusive direction and control. Neither NCSD, nor any elected or appointed boards, officers, officials, employees or agents of NCSD, shall have control over the conduct of Design Professional or any of Design Professional's officers, employees or agents, except as set forth in this Agreement. Design Professional shall not at any time or in any manner represent that Design Professional or any of Design Professional's officers, employees, subcontractors, or agents are in any manner officials, officers, employees or agents of NCSD.

C. Neither Design Professional, nor any of Design Professional's officers, employees, subcontractors, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to NCSD's employees. Design Professional expressly waives any claim Design Professional may have to any such rights.

8. PERFORMANCE STANDARDS.

A. Compliance with laws. Design Professional shall (and shall cause its agents and sub-contractors), at its sole cost and expense, to comply with NCSD, County, State and Federal ordinances, regulations and statutes now in force or which may hereafter be in force with regard to the Services referenced in this Agreement, provided, however, that any change in ordinance, regulation, or statute, that occurs subsequent to the execution of the Agreement, that significantly affects the cost or schedule of the Services may be brought to the attention of NCSD as a request for extra services. If NCSD agrees that there is a significant change required in the Services on account of the change, NCSD and Design Professional shall negotiate a mutually agreeable adjustment to the schedule and/or compensation. The judgment of any court

of competent jurisdiction, or the admission of Design Professional in any action or proceeding against Design Professional, whether NCSD be a party thereto or not, that Design Professional has violated any such ordinance or statute, shall be conclusive of that fact as between Design Professional and NCSD. Except as provided above, any corrections to Design Professional's Services which become necessary as a result of the Design Professional's failure to comply with these requirements shall be made at Design Professional's expense.

B. Standard of Performance. Design Professional represents that it has, or will have, the skills, expertise, allotted staff time and licenses necessary to perform the Services required under this Agreement. Design Professional shall perform all such Services in the manner and according to the standards observed by professionals experienced in providing Services identified in the Agreement. All documents and services of whatsoever nature that Design Professional delivers to NCSD pursuant to this Agreement shall conform to the standards of quality normally observed by professionals experienced in providing Services identified in the Agreement. Design Professional shall promptly correct or revise any errors or omissions at NCSD's request without additional compensation. Licenses required to perform such services shall be obtained and maintained by Design Professional without additional compensation throughout the term of this Agreement

C. Design Professional shall examine carefully all documents, including studies, reports and materials, prepared by NCSD Staff or other NCSD design professionals, (collectively "District Materials") provided by NCSD to Design Professional. District Materials provided to Design Professional are believed by NCSD to reflect the conditions or data contained therein; but delivery is neither intended or to be inferred that conditions or data, as shown in the District Materials, constitute a representation by NCSD that such conditions or data are true and correct. It is expressly understood and agreed by Design Professional that the NCSD assumes no responsibility whatsoever with respect to the sufficiency or accuracy of the information contained in District Materials. Design Professional shall satisfy itself through its own investigations as to whether or not the conditions or data contained in District Materials are true and correct. The Design Professional's reliance on NCSD supplied materials will not, in any way, relieve Design Professional from any risk for properly fulfilling the terms of this Agreement.

D. Professional Seal. Design Professional shall have documents stamped by registered professionals, at Design Professional's cost when required by prevailing law, usual and customary professional practice, by NCSD, or by any governmental agency having jurisdiction over the project to which the Scope of Services relate.

9. TAXES. Design Professional shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by Design Professional.

10. CONFLICT OF INTEREST. Design Professional covenants that neither it, nor any officer or principal of its firm, or subcontractors retained by Design Professional has, or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of NCSD or which would in any way hinder Design Professional's performance of services under this Agreement. Design Professional further covenants that in the performance of the Services, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the prior express written consent of the NCSD Manager. Design Professional agrees to at all times avoid conflicts of interest, with the interests of the NCSD in the performance of the Services. District may require Design Professional to file a Form 700 Statement of Economic Interests pursuant to the Fair Political Practices Act. Examples of Form 700 Statements are available on the web at <http://www.fppc.ca.gov/> forms

11. RESPONSIBILITIES OF NCSD. NCSD shall provide District Materials requested by Design Professional that are reasonably necessary to perform the services provided herein.

12. OWNERSHIP OF DOCUMENTS. All reports, documents, drawings, photographs, videotape, specifications, data, and other instruments of professional service, in paper and electronic form, whether in draft or final, prepared by Design Professional during the performance of this Agreement (the "Documents") shall be and become the property of NCSD. Design Professional shall deliver the Documents to the NCSD promptly upon completion of the Services or termination of this Agreement, for any reason, whichever shall occur first. However, Design Professional shall not be liable for NCSD's use of documents and instruments of professional service if used for other than the Services referenced in Agreement. Design Professional shall not release Documents to third parties without the prior written authorization of NCSD.

13. RECORDS, AUDIT AND REVIEW. Design Professional and Design Professional's subcontractors shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of Design Professional'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. NCSD shall have the right to audit and review all such documents and records at any time during Design Professional's regular business hours or upon reasonable notice.

14. INDEMNIFICATION.

A. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782.8). Design Professional shall defend ~~(with legal counsel reasonably acceptable to the District)~~ indemnify and hold harmless District and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Design Professional or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, fines, penalties, ~~incidental and consequential damages~~, court costs, attorneys fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith, and costs of investigation), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Design Professional, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

Insert 1

B. ~~To the extent there is an obligation to indemnify under this section 14, Design Professional shall be responsible for incidental and consequential damages resulting from Design Professional's negligence, recklessness, or willful misconduct.~~

C. Nothing contained in the foregoing indemnity provisions shall be construed to require Design Professional to indemnify NCSD, against any responsibility or liability in contravention of Civil Code §2782.8.

D. Design Professional agrees to obtain executed indemnity agreements with provisions identical to those set forth in this section from each and every subconsultant/subcontractor or any other person or entity involved by, for, with or on behalf of Design Professional in the performance of this Agreement. If Design Professional fails to obtain such indemnity obligations from others as required, Design Professional shall be fully responsible for all obligations under this Section. District's failure to monitor compliance with this requirement imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. The obligation to indemnify and defend District as set forth herein is binding on the successors, assigns or heirs of Design Professional and shall survive the termination of this Agreement or this section.

E. Neither termination of this Agreement or completion of the Scope of Services under this Agreement shall release Design Professional from its obligations of Section 14 as to any claims, so long as the event upon which such claims is predicated shall have occurred prior to the effective date of any such termination or completion and arose out of or was in any way connected with performance or operations under this Agreement by Design Professional, its employees, agents or subconsultants / subcontractors, or the employee, agent or consultant of any one of them.

F. Submission of insurance certificates or submission of other proof of compliance with the insurance requirements in this Agreement does not relieve Design Professional from liability referenced in this Section 14. The obligations of this section shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

15. INSURANCE.

A. Design Professional and its subconsultants/subcontractors shall procure and maintain insurance with companies authorized to do business in the State of California and assigned an A.M. Best's rating of no less than A-(IX), the following insurance coverage on an "occurrence basis", written on the ISO form shown below (or its equivalent) at the limits of liability specified for each:

General Liability Insurance (Including coverage for premises, products and completed operations, independent Design Professionals/vendors, personal injury and contractual obligations with combined single limits of coverage of at least	\$ 2 Million per occurrence. \$ 4 Million in the aggregate
(ISO Form CG001 11/85) Commercial Automobile Liability Insurance	\$ 1 Million per accident
(ISO Form CA001 12/90) Workers' Compensation Insurance	Statutory
Employer's Liability Insurance	\$ 1 Million policy limit
Professional Liability Insurance	\$ 3 Million per claim \$ 5 Million in the aggregate

B. The General and Commercial Automobile liability policies shall be endorsed to include the following:

(1) NCSD, its officers, directors, employees and agents shall be named as Additional Insureds; and

(2) The coverage afforded NCSD shall be primary and non-contributing with any other insurance maintained by NCSD.

(3) If not covered separately under a business automobile liability policy, the general liability policy shall also be endorsed to include non-owned and hired automobile liability.

C. Prior to commencing work under this Agreement, Design Professional shall provide NCSD with Certificates of Insurance evidencing compliance with the foregoing requirements, accompanied by copies of the required endorsements. Certificates of Insurance for commercial general liability, automobile liability, workers'

compensation, employer's liability, and professional liability insurance shall specify that the insurer shall give NCSD thirty (30) days advance written notice by the insurer prior to cancellation of the policy except ten (10) days for nonpayment of premium.

D. All insurance coverage required hereunder shall be kept in full force and effect for the term of this Agreement. Professional liability insurance shall be maintained for an additional, uninterrupted period of three (3) years after termination of this Agreement, provided such insurance is commercially available at rates reasonably comparable to those currently in effect. Certificates of Insurance evidencing renewal of the required coverage shall be provided within ten (10) days of the expiration of any policy at any time during the period such policy is required to be maintained by Design Professional hereunder. Any failure to comply with this requirement shall constitute a material breach of this Agreement.

16. PERSONNEL. The Design Professional represents that it has, or will secure at its own expense, all personnel, sub-consultants and/or subcontractors required in performing the Services under this Agreement. All of the Services required hereunder will be performed by the Design Professional or under Design Professional's supervision, and all personnel engaged in the work shall be qualified to perform such Services.

17. CONTINUITY OF PERSONNEL.

A. The NCSD desires that Design Professional be committed to providing the Design Team Leader and Designated Engineers referenced in Exhibit "C" for the duration of the Services to be performed pursuant to this Agreement (herein "Key Personnel"). The Key Personnel will work closely with NCSD and its representatives. Design Professional will not change the Key Personnel without providing the NCSD with notice and the opportunity to review the qualifications of the person proposed to replace one or more of the Key Personnel. Design Professional will not appoint a Key Personnel replacement to whom NCSD has an objection.

B. In the event that Design Team Leader (designated in Exhibit "C") ceases to act as the Team Leader (except for ^{the resignation,} death or incapacitating illness, as determined by a licensed physician), before the completion of the Services, the Parties recognize the NCSD will suffer additional costs and delays in the Engineering Services contemplated in this Agreement and that the value of those costs and delays may be difficult to establish. Accordingly, if Design Team Leader ceases to act as the Team Leader, except as provided above, Design Professional shall pay NCSD ~~fifty thousand dollars (\$50,000), as liquidated damages and not as a penalty.~~ ^{Insert 2}

C. The damages described in the preceding paragraph are to compensate NCSD only for costs and delays attributable to the Team Leader's departure. They do not affect any right that NCSD may have to recover other damages in connection with Design Professional's performance under this Agreement. NCSD may deduct said

damages referenced in the preceding paragraph from invoices submitted by Design Professional for payment.

D. In the event that NCSD agrees that Design Professional may replace Key Personnel, NCSD shall not be charged any fees or reimbursable expenses in connection with that transition, including the cost of having the new Key Personnel become familiar with the Services to be performed pursuant to this Agreement, or any other related matter.

18. TEMPORARY SUSPENSION. The NCSD's Contract Administrator shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as he/she deems necessary due to unfavorable conditions or to the failure on the part of the Design Professional to perform any provision of this Agreement. Design Professional will be paid for services performed through the date of temporary suspension. In the event that Design Professional's services hereunder are delayed for a period in excess of six (6) months due to causes beyond Design Professional's reasonable control, then the Not to Exceed Amount shall be subject to renegotiation.

19. TERMINATION.

A. If Design Professional at any time refuses or neglects to perform the Services in a timely fashion or in accordance with the Schedule referenced in Scope of Work, or is adjudicated a bankrupt, or commits any act of insolvency, or makes an assignment for the benefit of creditors without NCSD's written consent, or fails to make prompt payment to persons furnishing labor, equipment, or materials, or fails in any respect to properly and diligently prosecute the Services, or otherwise fails to perform fully any and all of the Agreements herein contained, Design Professional shall be in default.

B. If Design Professional fails to cure the default within seven (7) days after written notice thereof, NCSD may, at its sole option, take possession of any documents, files (including CAD and other electronic files), or other materials prepared or used by Design Professional in connection with the Services and (a) provide any such services, labor, or materials as may be necessary to overcome the default and deduct the cost thereof from any money then due or thereafter to become due to Design Professional under this Agreement; or (b) terminate Design Professional's right to proceed with the Services.

C. In the event NCSD elects to terminate this Agreement, NCSD shall have the right to immediate possession of all Documents and other work in progress prepared by or on behalf of Design Professional, whether located at the District Office, at Design Professional's place of business, or at the offices of a subcontractor, and may employ any other person or persons to provide the Services and provide the materials therefore. In case of such default termination, Design Professional shall not be entitled to receive any further payment under this Agreement until the Services are completely

finished. At that time, if the unpaid balance of the amount to be paid under this Agreement exceeds the expenses incurred by NCSD in obtaining Services, such excess shall be paid by NCSD to Design Professional, but, if such expense shall exceed such unpaid balance, then Design Professional shall promptly pay to NCSD the amount by which the expenses exceeds the unpaid balance. The expense referred to in the last sentence shall include expenses incurred by NCSD in obtaining the Services from others, for attorneys' fees, and for any damages sustained by NCSD by reason of Design Professional's default or defective Services.

D. In addition to the foregoing right to terminate for default, NCSD reserves the absolute right to terminate the Services authorized by this Agreement without cause ("Terminate for Convenience"), upon 72-hours' written notice to Design Professional. In the event of termination without cause, Design Professional shall be entitled to payment in an amount not to exceed the Not to Exceed Amount referenced in the Scope of Work, which shall be calculated as follows: (1) Payment for any Services then satisfactorily completed and accepted by NCSD, plus (2) Reimbursable Costs actually incurred by Design Professional; plus (3) reasonable termination costs incurred by Design Professional solely on account of the termination for convenience. There shall be deducted from such sums as provided in this section the amount of any payment made to Design Professional prior to the date of termination of the Services. Design Professional shall not be entitled to any claim or lien against NCSD or the proposed project for any additional compensation or damages in the event of such termination and payment. In addition, the NCSD's right to hold funds pursuant to Section 6 G shall be applicable in the event of a termination for convenience.

E. If this Agreement is terminated by NCSD for default and it is later determined that the default termination was wrongful, such termination automatically shall be converted to and treated as a Termination for Convenience under Section D, above, and Design Professional shall be entitled to receive only the amounts payable hereunder in the event of a Termination for Convenience.

F. Should NCSD fail to pay Design Professional undisputed payments set forth in Section 6 above, Design Professional may, at Design Professional's option, suspend its services if such failure is not remedied by NCSD within thirty (30) days of written notice to NCSD of such late payment.

20. BREACH OF LAW. In the event the Design Professional or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public Design Professional or Design Professional; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraphs 10, 24, 25, 26 or 27 of this Agreement; or for any other cause

the NCSD determines to be so serious and compelling as to affect Design Professional's responsibility as a public Design Professional or Design Professional, including but not limited to, debarment by another governmental agency, then the NCSD reserves the unilateral right to terminate this Agreement, seek indemnification and/or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper.

21. DISPUTED INVOICES Unless otherwise agreed to in writing the following sections shall apply only to disputes related to non-payment of disputed amounts as referenced in paragraph 6, above:

A. The Parties agree in good faith to attempt to resolve amicably disputed amounts. In the event that any dispute cannot be resolved through direct discussions, the Parties agree to endeavor to settle the dispute by mediation. Either Party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator who shall hear the matter and provide an informal nonbinding opinion and advice in order to resolve the dispute. If the Parties are unable to agree on a mediator, then either Party can request the Presiding Judge of the San Luis Obispo County Superior Court to appoint a mediator. Said appointment shall be binding on the Parties. The mediator's fee shall be shared equally by the Parties. If the dispute is not settled by mediation, then the Parties agree to submit the dispute to binding arbitration as provided in Section B, below.

B. Either Party may demand arbitration by filing a written demand with the other Party within thirty (30) days from the date of the informal non-binding opinion of the mediator, in accordance with the prevailing provisions of the California Arbitration Act at the time of the written demand. The arbitration procedures are as follows:

(1) The parties may agree on one arbitrator. If they cannot agree on one arbitrator, there shall be three: one named in writing by each of the parties within five days after demand for arbitration is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the arbitrator(s) or to furnish the arbitrator(s) with any papers or information demanded, the arbitrator(s) may proceed ex parte.

(2) A hearing on the matter to be arbitrated shall take place before the arbitrator(s) within the County of San Luis Obispo, state of California, at the time and place selected by the arbitrator(s). The arbitrator(s) shall select the time and place promptly and shall give each party written notice of the time and place at least sixty (60) days before the date selected. The procedures of the California Arbitration Act are incorporated herein by reference.

(3) If there is only one arbitrator, his or her decision shall be binding and conclusive on the parties, and if there are three arbitrators, the decision of the two shall be binding and conclusive. The submission of a dispute to the arbitrator(s) and the rendering of a decision by the arbitrator(s) shall be binding on the parties. A judgment

confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provision of the California Arbitration Act.

(4) If three arbitrators are selected, but no two of the three are able to reach an agreement regarding the determination of the dispute, then the matter shall be decided by three new arbitrators who shall be appointed and shall proceed in the same manner, and the process shall be repeated until a decision is agreed on by two of the three arbitrators selected.

(5) The costs of the arbitration shall be borne by the losing party or shall be borne in such proportions as the arbitrator(s) determine(s).

22. PROGRESS AND PERFORMANCE OF SERVICES. No claim, potential claim, dispute or controversy, except non-payment by NCSD of undisputed amounts, shall interfere with the progress and performance of the Services or any changes thereto, and Design Professional shall proceed as directed by the NCSD in all instances with its Services, including any disputed Services, or any changes thereto and any failure of Design Professional to proceed shall be deemed a material breach of this Agreement entitling NCSD to all remedies available under Section 19 or other provision of the Agreement and/or applicable law. Except as provided elsewhere in this Agreement, NCSD shall continue to make payments in accordance with the Agreement.

23. NCSD NOT OBLIGATED TO THIRD PARTIES. NCSD shall not be obligated or liable for payment hereunder to any party other than the Design Professional.

24. NON-DISCRIMINATION. Design Professional shall not discriminate in any way against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with, or related to, the performance of this Agreement.

25. UNAUTHORIZED ALIENS. Design Professional hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Design Professional so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against NCSD for such use of unauthorized aliens, Design Professional hereby agrees to and shall reimburse NCSD for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by NCSD. Design Professional shall comply with all the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein.

26. PREVAILING WAGE. Design Professional shall keep informed and take all measures necessary to ensure compliance with Labor Code requirements, including, but not limited to Section 1720 et seq. of the Labor Code regarding public works, limitations on use of volunteer labor (Labor Code Section 1720.4) and payment of prevailing wages to workers and professionals for work done under this Agreement, as determined by the Director of Industrial Relations of the State of California pursuant to California Labor Code Part 7, Chapter 1, Article 2. Copies of prevailing wage determinations are on file at NCSD offices or otherwise available on the Web at www.cslp.ca.gov.

27. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

A. All information gained or work product produced by Design Professional in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Design Professional. Design Professional shall not release or disclose any such information or work product to persons or entities other than NCSD without prior written authorization from the District Manager, except as may be required by law.

B. Design Professional, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the District Manager or unless requested by the District Legal Counsel of NCSD, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Design Professional gives NCSD notice of such court order or subpoena.

C. If Design Professional, or any officer, employee, agent or subcontractor of Design Professional, provides any information or work product in violation of this Agreement, then NCSD shall have the right to reimbursement and indemnity from Design Professional for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Design Professional's conduct.

D. Design Professional shall promptly notify NCSD should Design Professional, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. NCSD retains the right, but has no obligation, to represent Design Professional or be present at any deposition, hearing or similar proceeding. Design Professional agrees to cooperate fully with NCSD and to provide NCSD with the opportunity to review any response to discovery requests provided by Design Professional. However, this right to review any such response does not imply or mean the right by NCSD to control, direct, or rewrite said response.

28. ASSIGNMENT. The expertise and experience of Design Professional are material considerations for this Agreement. NCSD has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Design Professional under this Agreement. In recognition of that interest, Design Professional shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Design Professional's duties or obligations under this Agreement without the prior written consent of the District Board of Directors. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling NCSD to any and all remedies at law or in equity, including summary termination of this Agreement. NCSD acknowledges, however, that Design Professional, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

29. COSTS AND ATTORNEY'S FEES. Except for disputes that are resolved by non-binding mediation, the prevailing party in any action between the parties to this Agreement brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs and attorney's fees expended in connection with such an action from the other party.

30. 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.

31. 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 not been contained herein.

32. REMEDIES NOT EXCLUSIVE. Except for (a) disputes related solely to the payment for Services performed by Design Professional and (b) the termination provisions of Section 19 (E), no remedy herein conferred upon or reserved to the Parties 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.

33. NONEXCLUSIVE AGREEMENT. Design Professional understands that this is not an exclusive Agreement and that NCSD shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Design Professional as the NCSD desires.

34. **ASSIGNMENT.** Design Professional shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of NCSD 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.

The Parties

35. **NON-LIABILITY OF ~~DISTRICT OFFICERS AND EMPLOYEES.~~** No officer or employee of ~~NCSD~~ will be personally liable to ~~Design Professional,~~ in the event of any default or breach ~~by the NCSD~~ or for any amount that may become due to Design Professional. **in connection with this agreement.**

36. **INTERPRETATION OF THIS AGREEMENT.** The parties acknowledge that each party and its attorney had the opportunity to review, negotiate and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with the obligations contemplated by this Agreement.

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

38. **NO WAIVER OF DEFAULT.** No delay or omission of NCSD 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 of an acquiescence therein; and every power and remedy given by this Agreement to NCSD shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of NCSD.

39. **EXTRA SERVICES.**

A. Should Design Professional propose to provide services that NCSD considers to be beyond the Scope of Services, Design Professional shall present a written request to amend the Scope of Services and a proposal for compensation for additional services to the NCSD. The NCSD Contract Administrator will make due consideration of the request to amend the Scope of Services and compensation for additional services. Design Professional shall not provide additional services until Design Professional has received a written amendment to this Agreement. . Should Design Professional elect to proceed prior to the amendment being approved by the NCSD for additional services, the Design Professional does so at Design Professional's own risk and with the understanding that the NCSD will not be obligated for payment of additional compensation.

B. Should NCSD request Design Professional to provide services that are beyond the Scope of Services, Design Professional shall provide the NCSD with a written proposal for additional services. The NCSD will make due consideration of the proposal. Design Professional shall not provide additional services until Design Professional has received a written amendment to this Agreement. Should Design

Professional elect to proceed prior to the amendment being approved by the NCSD for additional services, the Design Professional does so at Design Professional's own risk and with the understanding that the NCSD will not be obligated for payment of additional compensation.

← **Insert 3 through 7**

40. ENTIRE AGREEMENT AND AGREEMENT. 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.

41. 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.

42. 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 San Luis Obispo, if in state court, or in the federal court nearest to San Luis Obispo County, if in federal court.

43. 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.

44. PRECEDENCE. In the event of a conflict between the Exhibits and this Agreement, the provisions of this Agreement shall control.

45. RECITALS. Recitals A through B are incorporated herein by reference as though set forth at length.

46. AUTHORITY TO EXECUTE. 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, Design Professional hereby warrants that it shall not have breached the terms or conditions of any other contract or Agreement to which Design Professional is obligated, which breach would have a material effect hereon.

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

DESIGN PROFESSIONAL:

By: _____

Name: _____

Title: _____

Date: _____

NIPOMO COMMUNITY SERVICES DISTRICT:

Jim Harrison, President
Nipomo Community Service District
Board of Directors

Date: _____

ATTEST:

Donna K. Johnson, Secretary
to the Board of Directors

Date: _____

T:\DISTRICT PROJECTS\SOUTHLAND UPGRADE\DESIGN AGREE 081229.DOC

AECOM
1194 Pacific Street, Suite 204, San Luis Obispo, CA 93401
T 805.542.9840 F 805 542 9990 www.aecom.com

Nipomo Community Services District
P.O. Box 326
Nipomo, CA 93444

February 3, 2009

Subject: Anticipated Cost Summary—Southland WWTF Upgrade Project Design

Dear Mr. Bruce Buel,

Please find attached the proposed basis of fees and charges along with hourly rates of all team members and sub-consultants. AECOM proposes to perform the assignment on a Time-and-Materials basis with a Not-to-Exceed budget. We will not exceed the approved budget maximum without prior authorization.

Over the past three (3) years, rates have gone up approximately five (5) percent. Over the next three (3) years, it is expected that rates may go up approximately five (5) percent.

Sincerely,



Michael K. Nunley/PE
Project Manager

Project Budget Summary

Task Description	Personnel Hours									Budget					
	Principal	Senior II	Senior I	Associate	Assistant	Senior Designer	Drafter	Clerical / Admin	Total Hours	Labor	Non-Labor ODC	Survey	Geotechnical	Total Non-Labor	Total
Task Group 1 Concept Design Phase	112	76	80	80	181	120	130	30	809	\$103,830	\$8,306	\$1,966	\$74,520	\$84,792	\$188,622
Task Group 2: Construction Documents	315	664	206	396	431	518	873	80	3,483	\$443,470	\$35,478	\$-	\$-	\$35,478	\$478,948
Task Group 3: Project Management	146	112	-	-	84	52	-	26	420	\$63,692	\$5,095	\$-	\$-	\$5,095	\$68,787
Task Group 4 Assistance During Bid	30	75	-	-	95	16	-	90	306	\$36,610	\$2,929	\$-	\$-	\$2,929	\$39,539
Task Group 5 Office Engineering Services	138	203	120	40	225	120	120	62	1,028	\$136,294	\$10,904	\$-	\$-	\$10,904	\$147,198
Total															\$923,093

Project Budget

NCSO Southland WWTF Upgrades

Nipomo Community Services District

Task Description	Personnel Hours									Budget					
	Principal	Senior II	Senior I	Associate	Assistant	Senior Designer	Drafter	Clerical / Admin	Total Hours	Labor	Non-Labor ODC	Survey	Geotechnical	Total Non-Labor	Total
Task Group 1: Concept Design Phase															
Task 101. Survey and Base Maps (by Garing & Taylor)									-			\$ 1,966		\$ 1,966	\$ 1,966
Task 102. Geotechnical Report (by Fugro)									-			\$ 74,520		\$ 74,520	\$ 74,520
Task 103. Tech Memo #1 - Permitting & Operations during Construction	16	8			45			6	75	\$ 9,862	\$ 789			\$ 789	\$ 10,651
Task 104. Draft & Final Concept Design Report	80	60	80	80	120	120	20		680	\$ 86,440	\$ 6,915			\$ 6,915	\$ 93,355
Task 105. Narrative Report	16	8			16			10	44	\$ 7,528	\$ 602			\$ 602	\$ 8,130
Subtotal	112	76	80	80	181	120	130	30	809	\$ 103,830	\$ 8,306	\$ 1,966	\$ 74,520	\$ 84,792	\$ 188,622
Task Group 2: Construction Documents															
Civil Plans (40 sheets) & Specifications	87	132	94	144	245	283	228	40	1,253	\$ 152,495	\$ 12,200			\$ 12,200	\$ 164,695
Structural Plans (24 sheets) & Specifications	110	220		190		235	330	20	1,105	\$ 140,065	\$ 11,205			\$ 11,205	\$ 151,270
Electrical Plans (21 sheets) & Specifications	108	312			186		237	20	863	\$ 117,120	\$ 9,370			\$ 9,370	\$ 126,490
Instrumentation & Controls Plans (10 sheets) & Specifications	10		112	62			78		262	\$ 33,790	\$ 2,703			\$ 2,703	\$ 36,493
Subtotal	315	664	206	396	431	518	873	80	3,483	\$ 443,470	\$ 35,478	\$ -	\$ -	\$ 35,478	\$ 478,948
Task Group 3: Project Management															
Task 301. Kickoff Meeting	8	8			4				20	\$ 3,320	\$ 266			\$ 266	\$ 3,586
Task 302. Monthly Progress Reports	12							4	16	\$ 2,688	\$ 215			\$ 215	\$ 2,903
Task 303. Decision Log	4							4	8	\$ 1,088	\$ 87			\$ 87	\$ 1,175
Task 304. Meetings with District staff	12	8			8				28	\$ 4,560	\$ 365			\$ 365	\$ 4,925
Task 305A. Monthly Wastewater Committee Meetings	24	8			16				48	\$ 7,840	\$ 627			\$ 627	\$ 8,467
Task 305B. Monthly Board Meetings	12	12			12				36	\$ 5,640	\$ 451			\$ 451	\$ 6,091
Task 305C. Public Forums / Workshops (2)	14	16			12	4		12	58	\$ 7,964	\$ 637			\$ 637	\$ 8,601
Task 305D. Southland Operators Workshops (2)	8	8			8	4		6	34	\$ 4,612	\$ 369			\$ 369	\$ 4,981
Task 306. RWQCB Interaction, Planning (2 meetings), and Correspondence	20	16			8				44	\$ 7,440	\$ 595			\$ 595	\$ 8,035
Task 307. Miscellaneous Exhibits		8				36			44	\$ 5,060	\$ 405			\$ 405	\$ 5,465
Task 308. Funding Assistance	12	8							20	\$ 3,680	\$ 294			\$ 294	\$ 3,974
Task 309. Final Design Constructability (2 workshops)	12	16			8	8			44	\$ 6,680	\$ 534			\$ 534	\$ 7,214
Task 310. Process Equipment Procurement and Negotiation	8	4			8				20	\$ 3,120	\$ 250			\$ 250	\$ 3,370
Subtotal	146	112	-	-	84	52	-	26	420	\$ 63,692	\$ 5,095	\$ -	\$ -	\$ 5,095	\$ 68,787
Task Group 4: Assistance during Bid															
Task 401. Contractor Prequalification (Optional task - See Scope of Services)									-	\$ -	\$ -			\$ -	\$ -
Task 402. Bid-Phase Services															
Prepare and distribute bid sets					15			30	45	\$ 3,810	\$ 305			\$ 305	\$ 4,115
Prebid job walk and conference	15	30							45	\$ 7,800	\$ 624			\$ 624	\$ 8,424
Maintain bidder list								40	40	\$ 2,880	\$ 230			\$ 230	\$ 3,110
Respond to RFIs	5	15			20				40	\$ 5,600	\$ 448			\$ 448	\$ 6,048
Addenda	5	25			40				70	\$ 9,400	\$ 752			\$ 752	\$ 10,152
Bid analysis and recommendation		5			20	16		20	61	\$ 6,120	\$ 490			\$ 490	\$ 6,610
Attend Board meeting to recommend contractor	5								5	\$ 1,000	\$ 80			\$ 80	\$ 1,080
Task 403. Contractor Outreach (Optional task - See Scope of Services)									-	\$ -	\$ -			\$ -	\$ -
Subtotal	30	75	-	-	95	16	-	90	306	\$ 36,610	\$ 2,929	\$ -	\$ -	\$ 2,929	\$ 39,539

Project Budget

NCSD Southland WWTF Upgrades

Nipomo Community Services District

Task Description	Personnel Hours									Budget						
	Principal	Senior II	Senior I	Associate	Assistant	Senior Designer	Drafter	Clerical / Admin	Total Hours	Labor	Non-Labor ODC	Survey	Geotechnical	Total Non-Labor	Total	
Task Group 5: Office Engineering Services																
Task 501. Assist with Contract Submittals	5	15			15			10	45	\$ 5,770	\$ 462				\$ 462	\$ 6,232
Task 502. Construction Job Walk	15	20			20				55	\$ 8,400	\$ 672				\$ 672	\$ 9,072
Task 503. Partnering Session	8		8						16	\$ 2,760	\$ 221				\$ 221	\$ 2,981
Task 504. Submittal Review	60	32	40	40	80			40	292	\$ 39,600	\$ 3,168				\$ 3,168	\$ 42,768
Task 505. Respond to RFIs	12	24	32		40	20	20	4	152	\$ 19,668	\$ 1,573				\$ 1,573	\$ 21,241
Task 506. Respond to Requests for Change	12	32	40			20	20	4	128	\$ 17,708	\$ 1,417				\$ 1,417	\$ 19,125
Task 507. Attend Project Meetings	10	40			20				70	\$ 10,600	\$ 848				\$ 848	\$ 11,448
Task 508. Observe Work in Progress	8	20			40				68	\$ 9,200	\$ 736				\$ 736	\$ 9,936
Task 509. Prepare Record Drawings	8	20			10	80	80	4	202	\$ 22,588	\$ 1,807				\$ 1,807	\$ 24,395
Subtotal	138	203	120	40	225	120	120	62	1,028	\$ 136,294	\$ 10,904	\$ -	\$ -	\$ 10,904	\$ 147,198	
Total	741	1,130	406	516	1,016	826	1,123	288	6,046	\$ 783,896	\$ 62,712	\$ 1,966	\$ 74,520	\$ 139,197	\$ 923,093	

Amounts shown are fee.

Personnel Category	\$/HR
Principal	\$200.00
Senior II	\$160.00
Senior I	\$145.00
Associate	\$125.00
Assistant	\$110.00
Senior Designer	\$105.00
Drafter	\$100.00
Clerical/Admin	\$72.00

AECOM

**FEE SCHEDULE FOR PROFESSIONAL SERVICES
Effective January 1, 2009**

Engineers, Planners, Architects, Scientists:

Principal	\$200.00 per hour
Senior II	\$160.00 per hour
Senior I	\$145.00 per hour
Associate	\$125.00 per hour
Assistant	\$110.00 per hour
Construction Observer	\$110.00 per hour

Technical Support Staff:

Design/CADD Supervisor	\$120.00 per hour
Senior Designer/Design CADD Operator	\$105.00 per hour
Drafter/CADD Operator	\$100.00 per hour
Clerical/General Office	\$72.00 per hour

General Project Expenses ⁽¹⁾ 8% of Labor

Direct Project Expenses

Other Reproduction (8-1/2 x 11/11x17 Color)	\$1.15/1.50 per page
Plan Sheet Printing – In House Bond / Mylar	\$3.00/7.00 per sheet
Subcontracted Services/Reproduction	Cost + 10%
Subcontracted or Subconsultant Services	Cost + 10%
Auto Mileage for Construction Phase Services	\$0.60 per mile
Travel & Subsistence (other than mileage)	Cost
Miscellaneous Supplies/Services	Cost + 10%

If authorized by the Client, an overtime premium multiplier of 1.5 may be applied to the billing rate of hourly personnel who work overtime in order to meet a deadline which cannot be met during normal hours.

Applicable sale taxes, if any, will be added to these rates. Invoices will be rendered monthly. Payment is due upon presentation.

Fee schedule is subject to change.

⁽¹⁾ Includes mail, telephone, fax, office photo copies, personal computers and mileage (except as noted).



660 Clarion Court, Suite A
 San Luis Obispo, California 93401
 Tel: (805) 542-0797
 Fax: (805) 542-9311

**SOUTHERN CALIFORNIA 2009 FEE SCHEDULE
 FOR CONSULTING SERVICES**

PROFESSIONAL STAFF	HOURLY RATE
Staff I Professional	\$ 110
Staff II Professional	120
Project Professional I	140
Project Professional II	150
Senior Professional	165
Associate	185
Principal	215
Principal Consultant	240

TECHNICAL AND OFFICE STAFF

Field Technician/Inspector - Non-Prevailing Wage, Straight Time	95
Field Technician/Inspector - Prevailing Wage, Straight Time	105
Construction Inspector	110
Construction Services Manager	125
Engineering Assistant	110

Office Assistant	60
Word Processor/Clerical	75
Laboratory Technician	75
Technical Assistant/Illustrator	80
Illustrator II	85
CADD Operator	95
GIS Technician	95
HSE Manager	155

Overtime Rates for Technical and Office Staff:

- a. Saturday or over 8 hours/day during weekdays 1.3 x straight time
- b. Sundays/holidays 1.5 x straight time
- c. Swing or graveyard shift premium 1.3 x straight time

**Fees for expert witness preparation, testimony, court appearances,
 or depositions will be billed at the rate of \$325 per hour.**

OTHER DIRECT CHARGES

Subcontracted Services	Cost Plus 15%
Outside Reproduction	Cost Plus 15%
Outside Laboratory	Cost Plus 15%
Out-of-Pocket Expenses	Cost Plus 15%
Travel and Subsistence	Cost Plus 15%
Field Vehicle and Basic Sampling Equipment	125/day
Specialized Software Applications	30/hr
Finite Element/Finite Difference Packages	25/hr
Report reproduction and data reporting costs per staff hourly rates	
Fee Schedule is subject to revision periodically	

LABORATORY AND SPECIALTY TESTING AND EQUIPMENT See Separate Schedules

FUGRO WEST, INC.
2009 FEE SCHEDULE
LABORATORY AND MATERIALS TESTING



CLASSIFICATION TESTS

Moisture Content and Visual Classification (ASTM D2216 / D2488)	\$ 25
Total and Dry Densities (With Moisture Content ASTM D2937)	\$ 35
Add for Shelby Tube with above Tests	\$ 20
Plastic and Liquid (Atterberg) Limits (ASTM D4318)	\$ 155
Specific Gravity (AASHTO T100)	\$ 95
Organic Content (ASTM D2974)	\$ 95
Sand Equivalent (ASTM D2419)	\$ 95
Sieve Analysis (ASTM D422)	\$ 105
Less Than 200 grams of Fine-Grained Soil	
Sieve Analysis (ASTM C136, Cal 202)	
Coarse Fraction	\$ 60
Fine Fraction with Wash	\$ 110
Percent Passing #200 Sieve (ASTM D1140)	\$ 70
Particle Size Analysis -	
Sieve & Hydrometer (ASTM D422)	\$ 175
Quick Hydrometer Analysis	\$ 90

VOLUME CHANGE TESTS

Incremental Consolidation (ASTM D2435)	\$ 375
Additional Load Increment or Time Rate	\$ 60
Quick Cons., max 8 Loads (16 ksf max)	\$ 260
Constant Rate of Strain Consolidation,	
- To 16 ksf max (ASTM D4186)	\$ 425
- With Intermediate Rebound and Reload	\$ 500
Expansion Index (ASTM D4828; UBC 29-1)	\$ 235
Percent Swell (ASTM D2435)	\$ 115
Swell Pressure and	
Percent Swell (ASTM D4546)	\$ 260

STATIC STRENGTH TESTS

Hand Penetrometer	\$ 15
Torvane	\$ 25
Miniature Vane (ASTM D4648)	\$ 50
Miniature Vane, with Residual	\$ 55
Core Compression Test (Excl Stress-Strain)	\$ 80
Unconfined Compression, Soil (ASTM D2166)	\$ 100
Unconfined, Rock (ASTM D2938)	\$ 130
Triaxial Unconsolidated Undrained	\$ 140
(ASTM D2850)	
Triaxial Consolidated Drained	
Single-Stage	\$ 650
Multi-Stage	\$ Quote
Triaxial Consolidated Undrained (w/Pore Pressure)	
Single-Stage (ASTM D4767)	\$ 440
Multi-Stage	\$ Quote
Direct Shear, CD, 3 points (ASTM D3080)	\$ 435
Consolidated Undrained, 3 points	\$ 345
Add for Residual Strength, per point	\$ 50

Note:

Our laboratories are accredited by AASHTO, Caltrans, and the US Army Corps of Engineers

HYDRAULIC CONDUCTIVITY AND OTHER TESTS

Soil Chemistry for Corrosion (pH, chloride, sulfate, resistivity)	\$ 250
pH (soil)	Quote
pH (water)	\$ 30
Permeability - CH up to 4" Diameter	\$ 325
Permeability - CH 6" Diameter	\$ 425
Permeability - Flexible Wall (ASTM D5084)	\$ 360

EARTHWORK TESTS

Standard Proctor, 4 point (ASTM D698)	
- 4-inch mold	\$ 200
- 6-inch mold	\$ 240
Modified Proctor, 4 point (ASTM D1557)	
- 4-inch mold	\$ 235
- 6-inch mold	\$ 275
California Impact Compaction (Cal 216)	\$ 250
Moisture - Density Check Point	
- 4-inch mold	\$ 75
- 6-inch mold	\$ 100
Rock Correction for above	\$ 90
Soil Cement - Moisture/Dens. (ASTM D558)	\$ 275
Index Density and Unit Weight (ASTM D4253)	
Maximum	\$ 315
Minimum	\$ 135
R-Value (ASTM D2844: Cal 301)	\$ 310
Treated Soil	\$ 325
Aggregate Base	\$ 335
Base with Admixture	\$ 350
CBR (One Point) (ASTM D1883)	\$ 340
Proctor Compaction w/above CBR	Extra
Surcharge for Addition of Admixture	\$ 50

AGGREGATE TESTS

Percent passing #200 Sieve for Aggregate (ASTM C117)	\$ 85
Unit Weight and Voids in Aggregate (ASTM C29, Cal 212)	\$ 95
Organic Impurities of Concrete Aggregates (ASTM C40)	\$ 55
Sieve Analysis of Coarse Aggregate (ASTM C136, Cal 202)	\$ 60
Additional Test Increment of 10 kg	\$ 30
Sieve Analysis of Fine Aggregate (ASTM C136, Cal 202)	\$ 110
Specific Gravity & Absorption - Coarse (ASTM C127, Cal 206)	\$ 80
Specific Gravity & Absorption - Fine (ASTM C128, Cal 207)	\$ 125
Cleanness Value (ASTM C142, Cal 227)	\$ 140
Durability Index - Coarse or Fine (ASTM C3744, Cal 229)	\$ 140
Sand Equivalent of Graded Aggregate (ASTM D2419, Cal 217)	\$ 95
Percentage of Crushed Particles (ASTM D5821, Cal 205)	\$ 100
Moisture Content of Aggregate (ASTM C566)	\$ 60

FUGRO WEST, INC.
2009 FEE SCHEDULE
LABORATORY AND MATERIALS TESTING (continued)



AGGREGATE TESTS (cont'd)

Sulfate Soundness - per sieve fraction (ASTM C88, Cal 214	\$ 125
L.A. Abrasion - at 500 revolutions (ASTM C131, Cal 211)	\$ 225

ASPHALT CONCRETE TESTS

Stabilometer Value (ASTM D1560, Cal 366) \$	160
Lab Compacted Unit Weight - Paraffin Coated Each Briquette (ASTM D1188, Cal 308A). \$	110
Surcharge for Rubberized AC for Above \$	20
Unit Weight of Asphalt Cores or Slabs	\$ 85
Theoretical Maximum Specific Gravity and Density of Asphalt Mixtures (ASTM D2041) \$	150
Extraction and Sieve Analysis of Asphalt Mixtures (ASTM D2172 & D5444).....	\$ 315
Asphalt Content by Ignition (ASTM D6307, CT382)	\$ 150
Calibration Curve for Ignition Test	\$ 300

CONCRETE, MASONRY, AND STEEL TESTS

Concrete Compression	
Each 6 x 12 or 4x8 Cylinder (ASTM C39)...	\$ 30
Hold or Additional Test	\$ 30
Light Weight Concrete (CTM 548)	\$ 40
Cylinder Molds with Lids	\$ 8
Compression of Cored Concrete or Masonry Specimen Including End Preparation (ASTM C42).....	\$ 90
Soil-Cement Compression (ASTM D1633) ...	\$ 40
Shrinkage of Mortar and Concrete 3 Bars; Site Delivery & Pick Up Extra (ASTM C157). \$	440
Unit Weight of Concrete Cylinders - Air Dry ...	\$ 30
Unit Weight of Concrete Cylinders - Oven Dry \$	40
Shotcrete Panel - Lab Coring & Compression - 3 cores (ASTM C42).....	\$ 375
Grout Prism Compression - each (ASTM C39) \$	45
Mortar Cylinder Compression - each (ASTM C39).....	\$ 35
Composite Prism Compression (ASTM E447)	
- 8x8	Quote
- 8x12	Quote
- 8x16	Quote
CMU/Concrete Block Compression (ASTM C140).....	Quote
Site Pick up - Concrete Specimens - each..	\$ 13
Site Pick up - Masonry Specimens - each..	\$ 13
Site Pick up - Shotcrete Panel - each...	\$ 60
Site Pick up - Composite Prism - each.....	\$ 25
Absorption & Moisture of CMU/Concrete Blocks \$	95
Concrete Moisture Emission Test Kit - each [Technician Time Extra].....	\$ 60
Rebar - Tensile and Bend (ASTM A-370)	Quote

**MISCELLANEOUS LABORATORY TESTS
AND CHARGES**

Sample Remold Surcharge	\$ 85
Special Processing	Hourly Rates
Extrude Tube Sample and Visual Classification \$	70
Sample Tube Cutting, each cut	\$ 25
Sample Preparation - Non-Routine	\$ 100
Steel Drum - 55 Gallon with Lid	\$ 80
Gas Powered Generator.....	\$ 80
Shelby Tube with Caps	\$ 45
Addition of Soil Admixtures and Curing	\$ 95
Capping of Strength Test.....	\$ 40
Weight Analysis of Roofing Materials (ASTM D2829).....	\$ 50
Density of Sprayed on Fireproofing Materials . \$	60
Asphalt Slurry Seal Wet Track Abrasion (ASTM D3910)	\$ 70
Static Friction Test	
- Per Surface Location (ASTM C1028) ...	\$ 375
FerroScan Rebar Locator - per half day ...	\$ 120
Coring Equip/Bit Charge - per half day.....	\$ 85
Bit Charge - Difficult Materials - per half day..	\$ 100
Specimen End Prep	
- Less than 4" Diameter - per cut.....	\$ 12
- 4" to 8" Diameter - per cut	\$ 18
Special Capping of Specimen	\$ 40
Patch or Grout Core Hole	\$ 35
Photograph of Sample	\$ 50
Additional Copies of Photographs	Cost + 15%
Local Site Pick up of Bulk or AC Sample - within 30-mile radius, per sample.....	\$ 60

NOTES:

- 1) Rates for other tests and test variations can be furnished on request.
- 2) Rates for Asphalt Concrete, Lime/Cement Admixture, and Portland Cement Concrete mix designs and testing can be furnished upon request.
- 3) The following are included at NO CHARGE: visual classification with all strength and volume change tests, natural water content and density with all triaxial compression and volume change tests.
- 4) Rush assignments are subject to a 25% surcharge.
- 5) Weekend or Holiday test assignments are subject to a 50% overtime surcharge
- 6) Testing for contaminated samples (EPA Level C & D) will be invoiced at 1.5 times listed rates.
- 7) Sample shipment or other outside costs at Cost + 15%.

**FUGRO WEST, INC.
2009 FEE SCHEDULE
FIELD EQUIPMENT AND SUPPLIES**



FIELD INSTRUMENTATION/EQUIPMENT

Inclinometer Probe and Readout Device.....	\$ 185/day	Baroid Drilling Fluid Test Kit.....	\$ 30/day
Rotary Hammer.....	\$ 40/day	Conductivity Probe (in situ).....	\$ 55/day
Portable Photoionization Detector (PID)	\$ 125/day	CPN Corp. Hydroprobe.....	\$ 75/day
Gas Tech.....	\$ 25/day	Double-Ring Infiltrometer.....	\$ 75/day
Portable Flame Ionization Detector (FID)....	\$ 150/day	Downhole Soil Samplers.....	\$ 75/day
Field Computer.....	\$ 30/day	(2½-inch California liner, SPT)	
Manometer.....	\$ 55/day	Fisher TW-6 Metal Detector.....	\$ 50/day
Dynamic or Stainless Steel Penetrometer..	\$ 50/day	Gas Powered Generator.....	\$ 80/day
Brass or Stainless Steel Sample Sleeves ..	\$ 8/each	Groundwater Modeling Software.....	\$ 25/day
Well Bailer - Disposable.....	\$ 15/each	Hermit 1000C and Transducer.....	\$ 135/day
Keyed-Alike Locks.....	\$ 8/each	ISCO Peristaltic Air Pump.....	\$ 25/day
55-gallon Drum.....	\$ 80/each	Positive Displacement Pump.....	\$ 25/day
Field Filter.....	\$ 25/unit	Temperature-pH-Conductivity Meter.....	\$ 25/day
Nuclear Gauge.....	\$ 50/day	Transducer (in situ).....	\$ 75/day
Stainless Steel Hand-Auger Sampler.....	\$ 50/day	Water Level Recorder.....	\$ 20/day
Teflon Tape - 4" roll.....	\$ 35/roll	Water Sampling Pump.....	\$ 200/day
Liquinox.....	\$ 20/bottle	(Bladder Pump or Electric Submersible)	
Tyvek.....	\$ 15/each	Water Sampling Pump (Well Wizard).....	\$ 200/day
Respirator Cartridges.....	\$ 10/set	Well Bailer - Standard.....	\$ 25/day
Bulk Sample Bags.....	\$ 4/each	Disposable Camera.....	\$ 15/each
Water Level Indicator.....	\$ 20/day	Digital Camera.....	\$ 25/day
Kemlevel.....	\$ 20/day		
Well Cap 2".....	\$ 22/each		
12 Channel Seismograph.....	\$ 150/day		
2-inch Diameter Water Meter.....	\$ 20/day		
4-inch Diameter Water Meter.....	\$ 40/day		
Asphalt Patch.....	Cost +15%		



FEE SCHEDULE
JUNE 1, 2008

Fee charges by GARING, TAYLOR & ASSOCIATES, INC. depend on the person or persons performing the work.

<u>CLASSIFICATION</u>	<u>RATE</u>
OFFICE	
Principal, Expert Witness/Investigation	145.00/290.00
Civil Engineer	110.00/117.00*
Land Surveyor	110.00
Survey Technician II	70.00
Field Assistant	60.00
Designer	100.00
Planner	100.00
Civil Engineering Assistant III	100.00/110.00
Civil Engineering Assistant II	85.00
Civil Engineering Assistant I	72.00
Engineering Technician III	85.00
Engineering Technician II	70.00
Engineering Technician I	61.00
Specifications Technician I	77.00
Project Coordinator	70.00
Draftsperson II	59.00
Draftsperson I	56.00
Office Manager/Accounting	77.00
Administrative Assistant II	49.00
Administrative Assistant I	40.00
FIELD	
Construction Inspector	110.00/117.00*
Survey Crew	140.00/155.00*

The above fees include office and field equipment and vehicles. Travel time may be charged for projects located at a significant distance from our office. Any costs for postage, shipping, courier services, photocopies, blueprints, telephone and fax charges, filing fees, current mileage charges as set by the Internal Revenue Service, recording fees, outside professional services, special equipment and other miscellaneous charges are additional unless stated otherwise by agreement.

Prevailing wage rates for field personnel will be Prevailing Wage* billed at the highest rate shown. Prevailing wage billing rates subject to changes in wage determinations by California Division of Labor and Federal Wage Rates.

OVERTIME

Authorized overtime is charged at one and one-half the normal rate and/or as otherwise provided by state and federal law.

Billings shall be paid monthly. Billings unpaid after 30 days will have a service charge of 0.83% per month (10% per year) added.