COUNTY OF SAN LUIS OBISPO BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL

(1) DEPARTMENT	(2) MEETING DATE	(3) CONTACT/PHONE
Public Works	August 22, 2006	Dean Benedix, Utilities Division Engineer (805) 781-5267

(4) SUBJECT
Request to Approve a Sole Source Consultant Agreement with Avocet Environmental on a Time and Material basis for Design of Permanent Utility Bridge and Replacement Waterline Serving County Operational Facilities: Capital Project - General Government – Operations Center – Relocate Waterline over Creek 320010

(5) SUMMARY OF REQUEST
Approve a Sole Source Consultant Agreement for design of the permanent utility bridge and waterline for the County Operations Center, Kansas Avenue, California.

(6) RECOMMENDED ACTION
It is our recommendation that your Honorable Board approve and sign the attached sole-source Consultant Agreement with Avocet Environmental, on a Time and Material basis, not to exceed $57,400, for Design of Permanent Utility Bridge to Support Utility Lines Serving County Operational Facilities.

(7) FUNDING SOURCE(S)	(8) CURRENT YEAR COST	(9) ANNUAL COST	(10) BUDGETED?
WBS320010	$57,400	N/A	☐ No ☒ Yes ☐ N/A

(11) OTHER AGENCY/ADVISORY GROUP INVOLVEMENT (LIST):
County Department of General Services, County Administration, Camp San Luis Obispo, The Gas Company, American Telephone and Telegraph

(12) WILL REQUEST REQUIRE ADDITIONAL STAFF? ☒ No ☐ Yes, How Many? _____
☐ Permanent ____ ☐ Limited Term ____ ☐ Contract ____ ☐ Temporary Help ____

(13) SUPERVISOR DISTRICT(S)	(14) LOCATION MAP	(15) Maddy Act Appointments Signed-off by Clerk of the Board
☐ 1st, ☐ 2nd, ☐ 3rd, ☐ 4th, ☐ 5th, ☒ All	☒ Attached ☐ N/A	☒ N/A

(16) AGENDA PLACEMENT	(17) EXECUTED DOCUMENTS
☒ Consent ☐ Hearing (Time Est. _____) ☐ Presentation ☐ Board Business (Time Est._____)	☐ Resolutions (Orig + 4 copies) ☒ Contracts (Orig + 4 copies) ☐ Ordinances (Orig + 4 copies) ☐ N/A

(18) NEED EXTRA EXECUTED COPIES?	(19) BUDGET ADJUSTMENT REQUIRED?
☐ Number: _____ ☐ Attached ☒ N/A	☐ Submitted ☐ 4/5th's Vote Required ☒ N/A

(20) OUTLINE AGREEMENT REQUISITION NUMBER (OAR)	(21) W-9	(22) Agenda Item History
19000252	☐ No ☒ Yes	☐ N/A Date: January 10, 2006

(23) ADMINISTRATIVE OFFICE REVIEW
OK Leslie Brown

Reference: 06AUG22-C-5

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SAN LUIS OBISPO COUNTY
DEPARTMENT OF PUBLIC WORKS

Noel King, Director

County Government Center, Room 207 • San Luis Obispo CA 93408 • (805) 781-5252

Fax (805) 781-1229 email address: pwd@co.slo.ca.us

TO: **Board of Supervisors**

FROM: **Dean Benedix, Utilities Division Manager**

VIA: **Paavo Ogren, Deputy Director of Public Works** PO by NF

DATE: **August 22, 2006**

SUBJECT: **Request to Approve Sole Source Consultant Agreement with Avocet Environmental for Design of Permanent Utility Bridge and Replacement Waterline Serving County Operational Facilities: General Government – Operations Center – Relocate Waterline over Creek 320010**

Recommendation

It is our recommendation that your Honorable Board approve and sign the attached Sole Source Consultant Agreement with Avocet Environmental, at a cost not to exceed $57,400, for Design of Permanent Utility Bridge and Replacement Waterline Serving County Operational Facilities.

Discussion

Numerous utility and communication lines providing service to the County Operations Center (COC) span over Chorro Creek on a Camp San Luis Obispo timber bridge. The bridge is seriously deteriorated with its foundation undermined by erosion. Camp San Luis Obispo has scheduled the bridge demolition in fall 2006, contingent upon obtaining the necessary environmental approvals. The vicinity map shows the bridge location.

In order to protect the most vital COC utilities, County forces installed a temporary utility bridge in February 2006. The natural gas and AT&T communication lines were temporarily reattached. The waterline was left supported by the deteriorated bridge until a permanent utility bridge is installed since the water system has an existing alternative 4" distribution pipeline supply in the event the timber bridge collapses. The permanent bridge installation will include a new and upsized waterline and a new gas line. AT&T is planning to install the communication lines overhead, however, they are under no obligation or schedule to do so.

B-15
2

It is urgent that the permanent utility bridge and waterline be constructed immediately after the bridge demolition for the following reasons:

- The temporary structure is not designed to handle earthquake loading forces

- The existing 6" waterline, one of two distribution lines to the COC, will be removed as part of the bridge demolition. Although the alternative distribution pipeline is adequate on a short term temporary basis for ongoing domestic service, it is not adequate for fire flow. The new upsized waterline is also needed on a permanent basis for fire flow protection and maintenance of water quality.

- The environmental permitting obtained by the Camp for the bridge demolition will cover the installation of the permanent utility bridge if the new bridge is installed within the currently permitted time window.

The installation of the temporary utility support structure in February 2006 was accomplished within three months due to the urgency of the situation of a potential bridge failure which could have rendered the Operations Center potentially non-functional if communications and or gas lines were severed. This was accomplished in large part due to the conscientious and diligent efforts of design consultant Avocet performing rapidly, and their intimate and effective working relationship with the Camp staff and State Army National Guard management.

The Camp's current schedule for removal of the existing bridge is this fall. The final design and approval of the permanent creek crossing structure and new waterline, including obtaining easements from the CS NAG is urgently needed to minimize the potential time during which the Operations Center is exposed to single pipeline supply and limited fire flow capability. Avocet has determined that there may be significant cost savings if existing stockpiled steel material is used to fabricate the permanent structure. Avocet successfully prepared the design of the existing temporary structure using existing available stockpiled material, saving significant time and money. For these reasons, it is recommended that this contract be awarded sole source to Avocet Environmental.

The attached Consultant Agreement with Avocet Environmental includes design of the permanent utility crossing structure and the waterline, preparation of legal descriptions for new easements through Camp San Luis property, coordination and processing the plans through the Camp review and approval process, and construction support. The recommended sole-source Award to Avocet Environmental will expedite the design and help meet the project timeline because they will work closely with the Camp, are familiar with the work at Camp San Luis Obispo, understand easement processes through the State Department of General Services, prepared the temporary utility bridge legal description, easement, and design in a timely and responsible manner and work with and are familiar with County, utility companies and State agencies.

Other Agency Involvement/Impact

The Gas Company, AT&T, and the California Men's Colony are the owners of utilities impacted by this project. Department of General Services staff, responsible for the management of County facilities, and the County Administration concurs with our recommendation. Installation of the permanent utility crossing and replacement waterline will provide reliable utility service for the entire Operations Center area, including the Emergency Operation Center and Sherriff's facility.

Camp San Luis Obispo owns the property on which the bridge will be constructed. They are supportive of the project, as they have demonstrated during the planning, approval and installation of the temporary crossing.

The CEQA process has been completed for the project by the California Army National Guard. The Guard filed a Notice of Determination (NOD) for the Camp San Luis Obispo Bridge Replacement Project in April 2002, which included this project.

Financial Considerations

A budget adjustment of $104,782, approved by Your Board in January 2006, included $50,000 to pay for the design of both the temporary and permanent utility bridges. The augmented 05-06 Budget of $124,000, however, was used entirely to pay for the design and installation of the temporary utility bridge leaving no funds for the design of the permanent bridge. The 06-07 Budget of $307,000 has sufficient funds to pay for the Avocet Agreement which is on a Time and Materials basis, not to exceed $57,400.

Please see Exhibit A for an estimated cost breakdown.

Results

Approval of the recommended action will result in the most expedious and efficient path for construction of a permanent structure and new waterline to support reliable utility service to the County Operations Center. This will result in the provision of reliable communications and utility systems which will enhance the safety and welfare of all County residents.

Attachments:
- Exhibit A
- Vicinity Map
- Project Timeline
- Avocet's W-9
- Avocet Environmental Agreement

c:
- Jim Grant, Administration
- George Rosenberger, General Services
- Rick Meeks, Water Systems Superintendent – North County
- Tim Smith, Right-of-Way Agent
- Carmen Fojo, Senior Utilities Division Staff Engineer

File: County Operations Center

Reference: 06AUG22-C-5

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B-15
5

EXHIBIT A

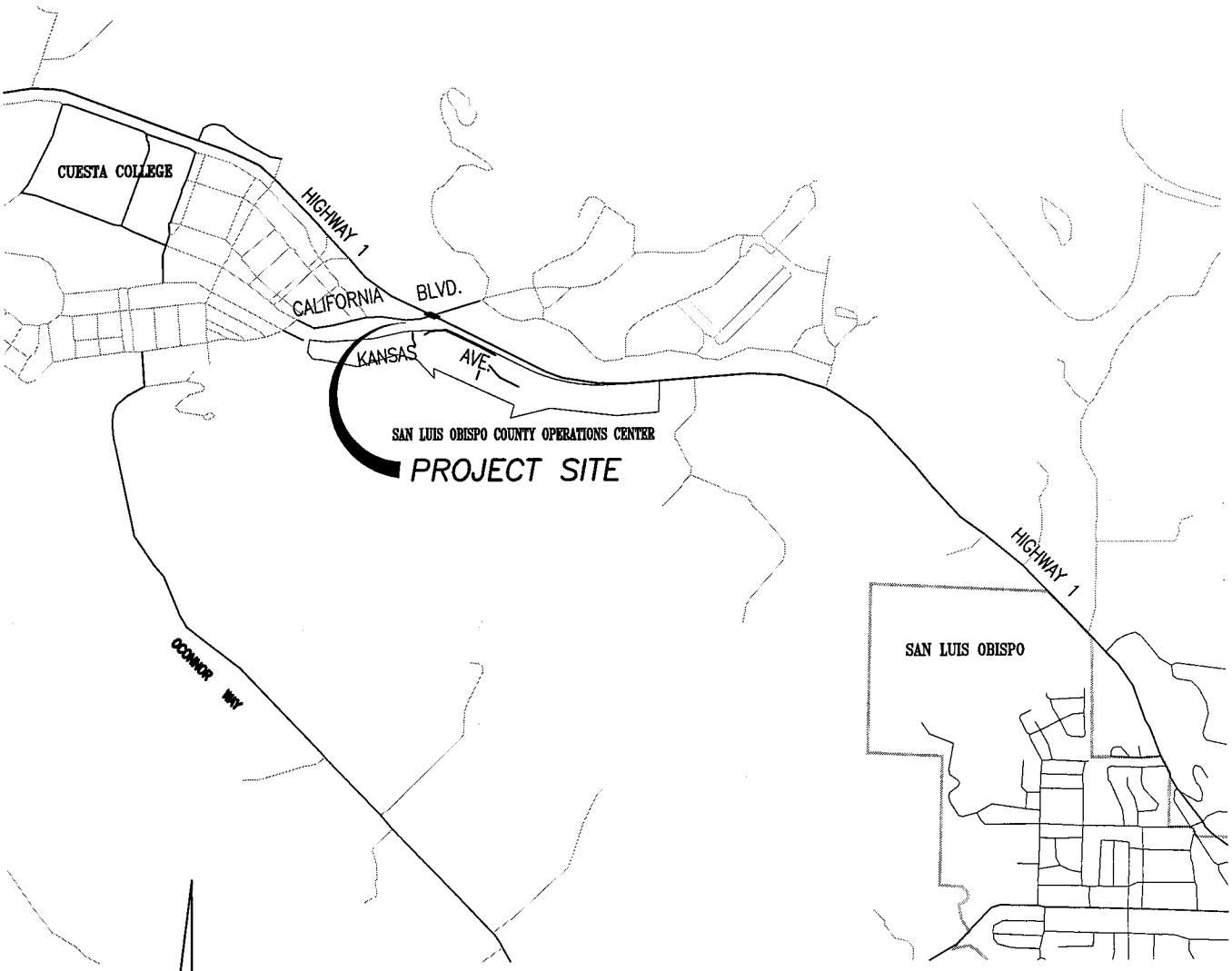
Project Cost Estimates

General Government – Operations Center
Relocate Waterline over Creek
WBS 320010

Expenditures:	**FY 06/07 Project Budget**	**FY 06/07 Estimated Project Costs**	**Variance**
Preliminary Engineering	4,480	4,480	0
Environmental Document	5,760	5,760	0
Design	64,600	64,600	0
Right of Way	1,330	1,330	0
Utility Coordination	3,200	3,200	0
Environmental Permitting	10,000	10,000	0
Bid	1,600	1,600	0
Construction Management	38,780	38,780	0
Environmental Mitigation	6,000	6,000	0
Construction Contract	171,250	171,250	0
Total Expenditures	**307,000**	**307,000**	**0**
Budget Funding Sources:			
Capital Projects Fund Center 230	307,000	307,000	0
Total Funding	**307,000**	**307,000**	**0**

B-15
6

COUNTY OF SAN LUIS OBISPO, CALIFORNIA
PUBLIC WORKS DEPARTMENT
UTILITIES DIVISION



VICINITY MAP

B-15
7

PROJECT NO. WBS320010

GENERAL GOVERNMENT – OPERATIONS CENTER
RELOCATE WATERLINE OVER CREEK

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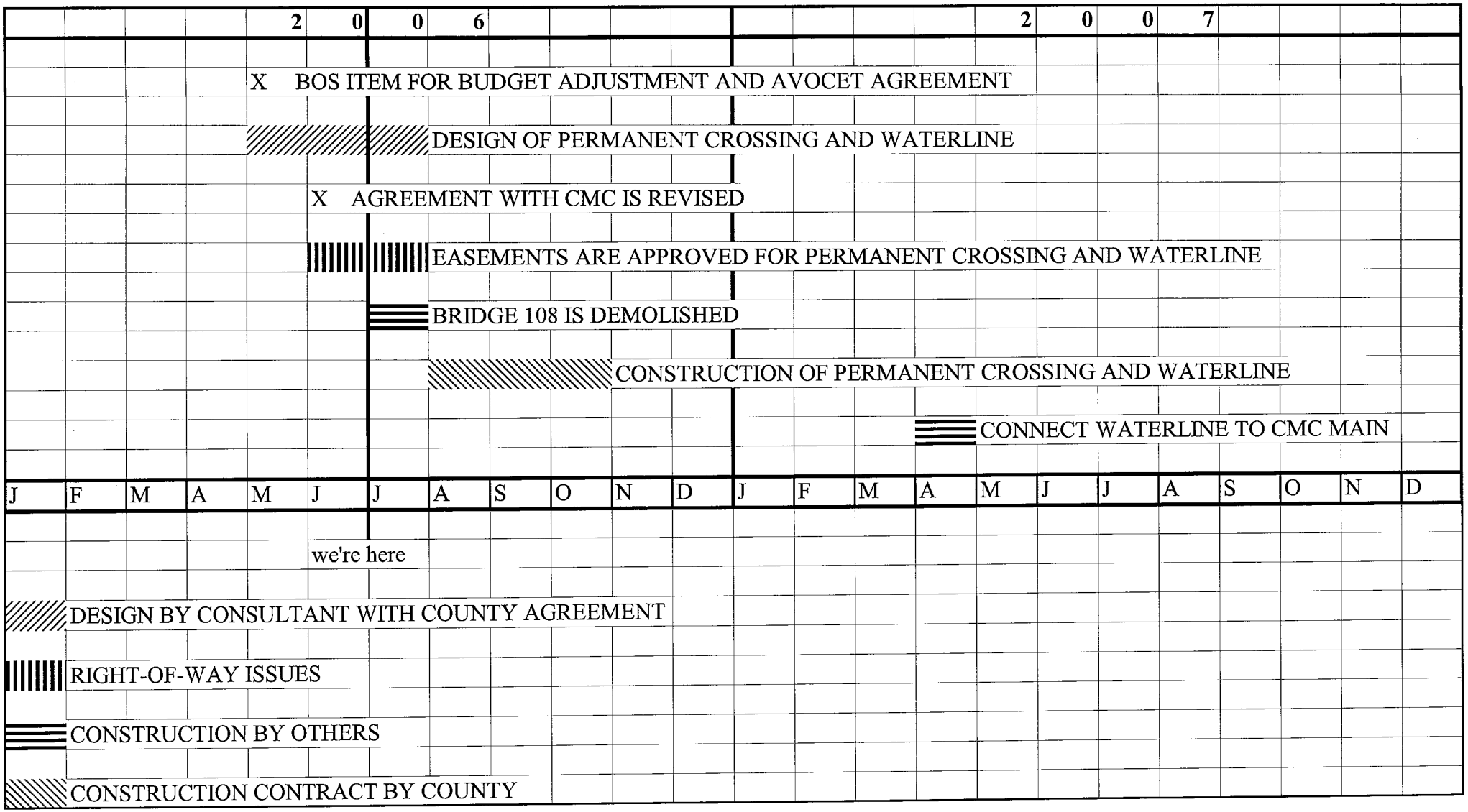
SAN LUIS OBISPO COUNTY OPERATIONS CENTER
UTILITY CROSSING AND WATERLINE PROJECT TIMELINE



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revised - 6Jun06

AGREEMENT FOR
ENGINEERING CONSULTING SERVICES
(NON-FEDERAL FUNDING)

THIS AGREEMENT, entered into this ___ day of _____, 20__, by and between the COUNTY OF SAN LUIS OBISPO, a political subdivision of the State of California, herein called "COUNTY," and Avocet Environmental, a corporation whose address is 16 Technology Drive, Suite 154, Irvine, CA 92618-2327, herein called 'ENGINEER."

The COUNTY department responsible for administering this AGREEMENT is the Department of Public Works, and all written communications hereunder with the COUNTY shall be addressed to the Director of Public Works.

WHEREAS, the County of San Luis Obispo has need for special services and advice with respect to the work described herein; and

WHEREAS, Contractor warrants that it is specially trained, experience, expert and competent to perform such special services;

NOW, THEREFORE, IT IS AGREED by the parties hereto as follows:

1. **Scope of Work.** ENGINEER shall, at its own cost and expense, provide all the services, equipment and materials necessary to complete the work described in Exhibit A, which is attached hereto and incorporated herein by this reference. All work shall be performed to the highest professional standard.

2. **Time for Completion of Work.** No work shall be commenced prior to ENGINEER'S receipt of the COUNTY'S Notice to Proceed. All work shall be completed no later than June 30, 2007, provided, however, that extensions of time may be granted in writing by the Director of Public Works of San Luis Obispo County, which said extensions of time, if any, shall be granted only for reasons attributable to inclement weather, acts of God, or for other cause

B-15
9

determined in the sole discretion of the Director of Public Works of San Luis Obispo County to be good and sufficient cause for such extensions.

3. **Payment for Services:**

a. **Compensation**. COUNTY shall pay to ENGINEER as compensation in full for all work required by this Agreement, on a Time and Materials basis, a sum not to exceed the total Agreement amount of $57,400. ENGINEER'S compensation shall be based on actual services performed and costs incurred at the Schedule of Charges attached hereto as Exhibit B, and incorporated herein by reference. Rates set forth for each task in the ENGINEER'S not to exceed Cost Proposal attached hereto as Exhibit C, and incorporated herein by this reference. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement.

b. **Reports and Billing Invoices:** ENGINEER shall submit to the COUNTY, on a monthly basis, a detailed statement of services performed and work accomplished during that preceding period, including the number of hours of work performed and the personnel involved. Billing invoices shall be based upon the ENGINEER'S Schedule of Charges, attached hereto as Exhibit B, and cost proposal attached hereto as Exhibit C. For the purpose of timely processing of invoices, the ENGINEER'S invoices are not regarded as received until the monthly report is submitted. Any anticipated problems in performing any future work shall be noted in the monthly reports. The ENGINEER shall also promptly notify the County of any perceived need for a change in the scope of work or services.

4. **Accounting Records:**

a. ENGINEER shall maintain accounting records in accordance with generally accepted accounting principles. The ENGINEER shall obtain the services of a qualified bookkeeper or accountant to ensure that accounting records meet this requirement. The ENGINEER shall maintain acceptable books of accounts which include, but are not limited to, a general ledger, cash receipts journal, cash disbursements journal, general journal and payroll journal.

b. ENGINEER shall record costs in a cost accounting system which clearly identifies the source of all costs. Agreement costs shall not be co-mingled with other

B-15
10

project costs, but shall be directly traceable to contract billings to the COUNTY. The use of worksheets to produce billings shall be kept to a minimum. If worksheets are used to produce billings, all entries should be documented and clearly traceable to the ENGINEER'S cost accounting records.

c. All accounting records and supporting documentation shall be retained for a minimum of five (5) years or until any audit findings are resolved, whichever is later. ENGINEER shall safeguard the accounting records and supporting documentation.

d. ENGINEER shall make accounting records and supporting documentation available on demand to the COUNTY and its designated auditor for inspection and audit. Disallowed costs shall be repaid to the COUNTY. The COUNTY may require having the ENGINEER'S accounting records audited, at ENGINEER'S expense, by an accountant licensed by the State of California. The audit shall be presented to the County Auditor-Controller within thirty (30) days after completion of the audit.

5. Contingency Fund for Changes in Scope of Service. No change in the character or extent of the work to be performed by ENGINEER shall be made except through a signed written amendment to this Agreement. The amendment shall set forth the proposed changes in work, adjustment of time, and adjustment of the sum to be paid by COUNTY to ENGINEER, if any. A contingency fund of $10,000 is hereby created to address such changes to the scope of services and/or completion date. The COUNTY'S Board of Supervisors hereby delegates to the Director of Public Works and Transportation the authority to sign amendments to this Agreement that make reasonable modifications to the time of performance or the scope of services, provided that all such amendments do not cumulatively exceed the contingency fund. Any other amendments must be approved by the Board. These additional funds are intended to provide the COUNTY with flexibility to respond to unanticipated events or conditions, and the ENGINEER has no right to make any claim against these funds except as so expressly provided in a written amendment to this Agreement.

6. Non-Assignment of Agreement. Inasmuch as this Agreement is intended to secure the specialized services of the ENGINEER, ENGINEER may not assign, transfer,

B-15
11

delegate or sublet any interest herein without the prior written consent of COUNTY and any such assignment, transfer, delegation, or sublease without the County's prior written consent shall be considered null and void. This includes revisions to the project team as described in the organization chart (See Exhibit C).

7. **Insurance.** ENGINEER shall procure the following required insurance coverages at its sole cost and expense and maintain in full force and effect for the period covered by this Agreement such insurance. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A VI and are admitted insurance companies in the State of California, or (2) insurers of equivalent documented quality which the County Risk Manager has approved in writing.

a. Professional Liability Insurance: ENGINEER shall maintain in full force and effect during the entire term of this Agreement, professional liability "errors and omissions" insurance with limits of liability of not less than $2,000,000.00 per claim and $2,000,000.00 in aggregate to cover all services rendered by ENGINEER pursuant to this Agreement.

If coverage is on Claims Made basis, ENGINEER promises to maintain such coverage for four (4) years following completion of construction of project designed hereunder.

b. Commercial General Liability (CGL): ENGINEER shall maintain in full force and effect, for the period covered by this Agreement, Commercial General Liability insurance including the following coverages:

1. Personal Injury and Bodily Injury, including death resulting therefrom.
2. Property Damage.
3. Automobile coverage which shall include owned, non-owned and hired vehicles.

The amount of insurance shall not be less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, property damage, and automobile coverage in the total amount of $2,000,000.00.

The following endorsements must be provided in the CGL policy:

B-15
12

1. If the insurance policy covers an "accident" basis, it must be changed to "occurrence".
2. The policy must cover personal injury as well as bodily injury.
3. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
4. Broad Form Property Damage Liability must be afforded.
5. Products and Completed Operations coverage must be provided.
6. The County of San Luis Obispo, its officers, employees and agents shall be named as additional insured under the policy. The policy shall provide that the insurance will operate as primary insurance. No other insurance effected by the COUNTY, whether commercial or self-insurance will be called upon to contribute to a loss hereunder. Nothing contained in this Agreement shall be construed to require ENGINEER'S insurance to indemnify COUNTY in contravention of Insurance Code 11580.04.

c. Workers' Compensation Insurance: In accordance with the provision of Labor Code Section 3700, ENGINEER, if ENGINEER has any employees, is required to be insured against liability for Workers' Compensation or to undertake self-insurance. ENGINEER agrees to comply with such provisions before commencing the performance of the work of this Agreement.

d. The following requirements apply to all insurance to be provided by ENGINEER:

1. A certificate of insurance shall be furnished to COUNTY prior to commencement of work. Upon request by the COUNTY, ENGINEER shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

B-15
13

2. Certificates and policies shall state that the policies not be canceled or reduced in coverage or changed in any other material aspect without thirty (30) days prior written notice to COUNTY.

3. Approval of the insurance shall not relieve or decrease the extent to which the ENGINEER may be held responsible for payment of damages resulting from ENGINEER'S services or operations pursuant to this Agreement.

8. Indemnification. Except as otherwise provided in subparagraphs (b) and (c) below, ENGINEER shall defend, indemnify and hold harmless the COUNTY, its officers and employees, from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with any act or omission relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the COUNTY, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the COUNTY, its officers and employees.

a. The preceding paragraph applies to any theory of recovery relating to said act or omission by the ENGINEER, or its agents, employees, or other independent contractors directly responsible to ENGINEER, including, but not limited to the following:

i. Violation of statue, ordinance, or regulation.

ii. Professional malpractice.

iii. Willful, intentional or other wrongful acts, or failures to act.

iv. Negligence or recklessness.

v. Furnishing of defective or dangerous products.

vi. Broad Form Property Damage (Including Completed Operations).

vii. Premises liability.

viii. Strict liability

ix. Inverse condemnation.

B-15
14

x. Violation of civil rights.

xi. Violation of any federal or state statue, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board, or any other California public entity responsible for collecting payroll taxes, when the ENGINEER is not an independent ENGINEER.

b. Nothing contained in the foregoing indemnity provisions shall be construed to require ENGINEER to indemnify COUNTY against any responsibility or liability in contravention of Civil Code 2782.

c. It is the intent of the parties to provide the COUNTY the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.

9. Insurance and Indemnification as Material Provisions. The parties expressly agree that the indemnification and insurance clauses in this Agreement are an integral part of the performance exchanged in this Agreement. The compensation stated in this Agreement includes compensation for the risks transferred to ENGINEER by the indemnification and insurance clauses.

10. ENGINEER'S Endorsement on Reports, etc. ENGINEER shall endorse all reports, maps, plans, documents, materials and other data in accordance with applicable provisions of the laws of the State of California.

11. Documents, Information and Materials Ownership. All documents, information and materials of any and every type prepared by the ENGINEER pursuant to this Agreement shall be the property of the COUNTY. Such documents shall include but not be limited to data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the ENGINEER in performing work under this Agreement, whether completed or in process. The ENGINEER shall assume no responsibility for the unintended use by others of any such documents,

B-15
15

information, or materials on project(s) which are not related to the scope of services described under this Agreement.

12. Termination of Agreement Without Cause. COUNTY may terminate this Agreement at any time by giving the ENGINEER 20 days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Other than payments for services satisfactorily rendered prior to the effective date of said termination, ENGINEER shall be entitled to no further compensation or payment of any type from the COUNTY.

13. Termination of Agreement for Cause. If ENGINEER fails to perform ENGINEER'S duties to the satisfaction of the COUNTY, or if ENGINEER fails to fulfill in a timely and professional manner ENGINEER'S obligations under this Agreement or if ENGINEER shall violate any of the terms or provisions of this Agreement or if ENGINEER, ENGINEER'S agents or employees fail to exercise good behavior either during or outside of working hours that is of such a nature as to bring discredit upon the COUNTY, then COUNTY shall have the right to terminate this Agreement effective immediately upon the COUNTY giving written notice thereof to the ENGINEER. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. ENGINEER shall be paid for all work satisfactorily completed prior to the effective date of such termination. If COUNTY'S termination of the Agreement for cause is defective for any reason, including but not limited to COUNTY'S reliance on erroneous facts concerning ENGINEER'S performance, or any defect in notice thereof, this Agreement shall automatically terminate without cause on the twentieth day following the COUNTY'S written notice of termination for cause to the ENGINEER, and the COUNTY'S maximum liability shall not exceed the amount payable to ENGINEER under paragraph 12 above.

14. Compliance with Laws: ENGINEER shall comply with all Federal, State, and local laws and ordinances that are applicable to the performance of the work of this Agreement.

B 15 16

15. **Covenant Against Contingent Fees:** ENGINEER warrants that he has not employed or retained any company or person, other than a bona fide employee working for ENGINEER, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percent, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. **Nondiscrimination:** ENGINEER shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

17. **Disputes & Claims:**

a. Notice of Potential Claim. The ENGINEER shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the COUNTY, or for the happening of any event, thing, occurrence, or other cause, unless ENGINEER has provided the COUNTY with timely written Notice of Potential Claim as hereinafter specified. The written Notice of Potential Claim shall set forth the reasons for which the ENGIINEER believes additional compensation will or may be due, the nature of the cost involved, and, insofar as possible, the amount of the potential claim. The said notice as above required must have been given to the COUNTY prior to the time that the ENGINEER shall have performed the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the COUNTY, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim. It is the intention of this paragraph that differences between the parties relating to this Agreement be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The ENGINEER hereby agrees that it shall have no right to additional compensation for

B-15
17

any claim that may be based on any such act, failure to act, event, thing, or occurrence for which no written Notice of Potential Claim as herein required was filed with the COUNTY Director of Public Works.

b. Processing of Actual Claim. In addition to the above requirements for Notice of Potential Claim, a detailed, Notice of Actual Claim must be submitted in writing to the COUNTY on or before the date of final payment under this Agreement. All such claims shall be governed by the procedures set forth in section 20104.2 and 20104.4 of the Public Contract Code, except that the word "claim" as used in said sections shall be construed as referring to any claim relating to this Agreement. The ENGINEER shall not be entitled to any additional compensation unless ENGINEER has (1) provided the COUNTY with a timely written Notice of Actual Claim and (2) followed the procedures set forth in Public Contract Code section 20104.2 and 20104.4.

c. Claim is No Excuse. Neither the filing of a Notice of Potential Claim or of a Notice of Actual Claim, nor the pendency of a dispute or claim, nor its consideration by the COUNTY, shall excuse the ENGINEER from full and timely performance in accordance with the terms of this Agreement.

18. ENGINEER is an Independent Contractor. It is expressly understood that in the performance of the services herein provided, ENGINEER shall be, and is, an independent engineer, and is not an agent or employee of COUNTY. ENGINEER has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons assisting ENGINEER in the performance of the services rendered hereunder. ENGINEER shall be solely responsible for all matters relating to the payment of his employees, including compliance with Social Security, withholding, and all other regulations governing such matters.

19. Entire Agreement and Modification. This Agreement constitutes the entire understanding of the parties hereto. ENGINEER shall be entitled to no other compensation and/or benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Any changes increasing ENGINEER'S compensation and/or benefits must be approved by the

B-15-18

COUNTY'S Board of Supervisors; any other changes may be signed by the County Director of Public Works on behalf of the COUNTY. ENGINEER specifically acknowledges that in entering into and executing this Agreement, ENGINEER relies solely upon the provisions contained in this Agreement and no others.

20. Enforceability. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

21. Warranty of ENGINEER. ENGINEER warrants that ENGINEER and each of the personnel employed or otherwise retained by ENGINEER for work under this Agreement are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.

22. Subcontractors

a. Other than work designated in Exhibits A and B to be performed by other persons, the ENGINEER shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by the COUNTY.

b. Any subcontract entered into by ENGINEER relating to this Agreement shall contain all the provisions contained in this Agreement.

c. Any substitution of subcontractors must be approved in writing by the COUNTY in advance of assigning work to a substitute subcontractor.

23. Applicable Law and Venue. This Contract has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Contract shall be determined and governed by the laws of the State of California. All duties and obligations of the parties created hereunder are performable in San Luis Obispo County and such County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

B-15
19

24. Notices. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing and shall be sent by first class mail to the County at:

Mr. Noel King, Director
San Luis Obispo County
Department of Public Works
County Government Center, Room 207
San Luis Obispo, CA 93408

and to the Contractor:

Mr. Robert Van Hyning
Avocet Environmental
16 Technology Drive, Suite 154
Irvine, CA 92618-2327

25. Cost Disclosure - Documents and Written Reports. Pursuant to Government Code section 7550, if the total cost of this Agreement is over $5,000, the ENGINEER shall include in all final documents and in all written reports submitted a written summary of costs, which shall set forth the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such documentation or written report. The Agreement and subagreement numbers and dollar amounts shall be contained in a separate section of such document or written report.

26. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by ENGINEER under this Contract which COUNTY requests in writing to be kept confidential, shall be made available to any individual or organization by ENGINEER without the prior written approval of COUNTY.

27. Restrictive Covenant. ENGINEER agrees that he will not, during the continuance of this Agreement, perform or otherwise exercise the services described in Exhibit A for anyone except for the COUNTY, unless and until said COUNTY waives this restriction.

B-15
20

28. **Quality Control and Quality Assurance.** The ENGINEER shall provide a description of their Quality Control procedure. The process shall be implemented for all facets of work and a QC-QA statement and signature shall be placed on all submittals to the COUNTY.

IN WITNESS THEREOF, COUNTY and ENGINEER have executed this Agreement on the day and year first hereinabove set forth.

IN WITNESS THEREOF, the parties hereto have executed this Agreement, and this Agreement shall become effective on the date shown signed by the County of San Luis Obispo.

COUNTY OF SAN LUIS OBISPO

Date:_____ _____, 20__

By:_____
Chairperson of the Board
County of San Luis Obispo
State of California

ATTEST:

_____
County Clerk and Ex-Officio Clerk of the
Board of Supervisors, County of San Luis Obispo,
State of California

Date:_____

ENGINEER

Date: June 19, 2006

By: R. Van Hyning

Title: Principal

APPROVED AS TO FORM AND LEGAL EFFECT:
JAMES B. LINDHOLM, JR.
County Counsel

By: Gabriel J. Tavan
Deputy County Counsel

Date: 6/12/06

EXHIBIT A

PROJECT SCOPE OF WORK

The following tasks are proposed to accomplish this SOW. They are organized into engineering, environmental and easement support, and construction support. Drawings will be prepared using the latest version of AutoCAD, and will print in a 24"x36" format. Specifications will be prepared using the CalTrans format. The tasks below incorporate coordination with the San Luis Obispo County Department of Public Works, the CA ARNG, San Luis Obispo County Sheriff's Department, ATT, Charter Communication, The San Luis Obispo Unified School District, CMC and their waterline consultant, and the Gas Company. Documents will be provided in an electronic format, but will also include up to eight printed hard copies for review submittals and up to 12 copies for final submittals.

It is anticipated that the construction documents will be reviewed twice prior to final submittal; at 50 percent and 90 percent levels of completion. This is believed to be necessary to capture the requirements of the different entities involved in the project. It is also assumed that there will be a significant level of coordination required to assimilate everyone's review comments.

Task 1-Engineering and Construction Documents

Task 1.01-Environmental Permitting Support

Avocet Environmental will prepare a project description for use with any required CEQA document. The description will describe the proposed action in detail, with accompanying tables and figures, as necessary. The document will be provided to the County electronically in both PDF and Microsoft Word formats.

Task 1.02-Locate Existing Waterline

The design effort for this project includes a temporary connection to the existing CMC waterline. Avocet will determine the location of the waterline and transfer that information to the design drawings. The first step will be to acquire available as-built drawings from the County and from CMC. Avocet will transfer that information onto the design drawing set. The information will then be field verified.

Task 1.03-50% Design Submittal

Avocet will prepare a set of preliminary engineering drawings and specifications for review by the County. The drawing set will show existing conditions, the proposed foundation locations, and structural details of the bridge. The specifications will include a table of contents and drafts of the principal specification sections. It is assumed that Avocet will provide only technical specifications, and that administrative or contractual specifications will be provided the County. Documents will be submitted electronically. If requested, up to eight hard copies will be provided for review.

Task 1.04-90% Design Submittal

Upon review of the 50 percent design and receipt of comments, Avocet will prepare the 90 percent design submittal. It is anticipated that this drawing set will include the following:

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Phone 949.296.0977 • Fax 949.296.0978
www.avocetenv.com

1. Cover Sheet
2. Index of Drawings, Site Vicinity Map, and Site Location Map
3. Legend, General Notes and Abbreviations
4. Site Plan (including grading, drainage, and utilities)
5. Structural Plan and Details
6. Foundation Plan and Details
7. Connection Plan and Details-Existing Waterline
8. Connection Plan and Details-Future Waterline

The 90 percent submittal will include a complete draft set of the drawings and specifications for review. This will include all connection details, structural details, and foundation details. The specifications will include all technical sections necessary for a contractor to bid and construct the project. The specifications will not include administrative sections (e.g., bid instructions, payment). This task includes attendance at a review meeting with the County and coordination with the other project parties.

Upon receiving comments on the 95 percent design submittal Avocet will revise the construction documents. The "For Construction" set of documents will be provided to the County in both hard copy (up to 12 sets) and as electronic documents. It is assumed that bid distribution will be handled by the county unless requested as a construction support service.

Task 1.05-Design Report

Along with the final submittal, Avocet will provide a design report. This report will document the assumptions and analyses used to design the permanent utility crossing and the waterline connections. This will include stamped copies of structural calculations

Task 2 Easements

Task 2.01-Legal Description and Easement Coordination

Based on our discussions with the State of California Department of General Services (DGS), San Luis Obispo County will require two separate easements. One easement will be for the bridge structure, the other will be for the waterline.

Avocet will prepare legal descriptions for both easements, and will help coordinate the submittals with DGS. The descriptions will tie into the County's existing property south of Chorro Creek, and will be based upon horizontal control monuments located along Highway 1 or on Camp San Luis Obispo. The description will be certified by a Land Surveyor registered in California.

B-15
23

Task 3-Construction Support

Avocet will provide construction support services as described below.

Task 3.01-RFI Response

Avocet will provide written responses to requests for information from the County or the contractor. It is assumed that RFI will be routed through the County's construction manager. Avocet will keep a log of submitted RFI and the responses.

Task 3.02-Site Inspection

Avocet will visit the site during key points of fabrication and installation. For the purposes of budgeting it is assumed that there will be up to four site visits. During site visits the engineer will inspect fabrication progress, installed components, and quality control records. Written comments will be provided to the County via email documenting the site visit. This effort does not include quality control services (e.g., weld certification, concrete compression testing).

Task 3.03-As-Built Documentation

It is assumed that the construction manager will maintain a redline set of drawings during construction. On receipt of the redline set, Avocet will prepare a set of as-built drawings reflecting field changes to the design. This set will be provided to the County in electronic format.

B-15
24

EXHIBIT B

SCHEDULE OF CHARGES

(Effective January 1, 2004)

Professional Services Hourly Rate ($)

Principal	160
Project Director/Senior Project Manager	140
Project Manager	120
Senior Project Engineer/Scientist	115
Project Engineer/Scientist	105
Senior Staff Engineer/Scientist/Construction Manager	90
Staff Engineer/Scientist	78
Senior Technician	67
Technician	57
Designer/Senior CAD Operator	75
CAD Operator	61
Technical Editor	75
Project Coordinator/Word Processing	60
Project Support/Clerical	50

Reimbursables ($)

Subsistence	35/day
Car Mileage	0.485/mile
Pickup Truck (on site)	8/hour -- 55/day
Truck Mileage	0.50/mile
Field equipment per separate schedule	

Expenses

Vendor costs and direct expenses billed at actual cost plus 15%.

In-house color copying for final report reproduction billed at $0.20 per page.

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B-15
25

AVOCET
ENVIRONMENTAL, INC.

EXHIBIT C

Table 1 Estimated Budget		
Task	**Description**	**Estimated Budget ($)**
1.01	Environmental Permitting Support	2,100
1.02	Existing Waterline Location	3,000
1.03	50% Design Submittal	14,800
1.04	90% Design Submittal	14,500
1.05	Design Report/Final Documents	4,700
2.01	Easement Support	4,000
3.01	RFI Response	4,000
3.02	Site Inspections	5,800
3.03	As-Built Drawings	4,500
	Total	**57,400**

B-15
24