

**CONTRACT FOR SPECIAL SERVICES BY
INDEPENDENT CONSULTANT**

THIS CONTRACT is entered into this 10 day of March, 2015, by and between the COUNTY OF SAN LUIS OBISPO (hereinafter referred to as "County") and the Wallace Group an independent consultant (hereinafter referred to as "Consultant").

WITNESSETH

WHEREAS, the County of San Luis Obispo has need for special services and advice in engineering and design services for the L Street Improvement project in San Miguel, in San Luis Obispo County; and

WHEREAS, Consultant is specially trained, experienced, expert and competent to perform such special services;

WHEREAS, the County has obtained a state grant from the State Housing and Parks grant to finance approximately 25 of this improvement.

NOW THEREFORE, the parties mutually agree as follows:

1. **Scope of Services.** Consultant shall, at its own cost and expense, provide all services, equipment and materials necessary to complete the work described in the Consultant s scope of work (hereafter "Work") attached hereto as Exhibit A (Scope of Work). Consultant represents that in the Consultant's professional judgment the work described in Exhibit A (Scope of Work) encompasses all services, equipment and materials necessary for the consultant completion of the contract. Neither the County's review, approval of, nor payment for, any of the services required under this Contract shall be construed as a waiver of any County rights under this Contract, and the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's failure to perform any of the services required under this Contract.

2. **Compensation.**

A. County shall pay to Consultant as compensation in full for all services performed by Consultant pursuant to this Contract, the sum of seventy nine thousand six hundred and thirty nine dollars (\$79,639).

B. Consultant's compensation shall be based on actual services performed and cost incurred at the rate set forth in Exhibit B (Cost Proposal), incorporated herein by this reference.

C. County shall make progress payments based on compensable services provided and allowable costs incurred pursuant to this Contract as outlined in Exhibit B. No payment will be made prior to approval of any work.

3. **Term of Contract.** This Contract shall commence on March 10, 2015 and shall terminate on December 31, 2015 unless said work is completed on a date prior thereto or unless

terminated earlier as provided therein. Termination of the Contract may be effectuated by the Department Head without the need for action, approval or ratification of the Board of Supervisors.

4. Termination of Contract for Convenience of Either Party. Either party may terminate this contract at any time by giving to the other party thirty (30) days' written notice of such termination. Termination shall have no effect on upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Consultant shall be paid for all work satisfactorily completed prior to the effective date of said termination.

5. Termination of Contract for Cause. If Consultant fails to perform Consultant 's duties to the satisfaction of the County or if Consultant fails to fulfill in a timely and professional manner Consultant 's obligations under this Contract or if Consultant shall violate any of the terms or provisions of this Contract or if Consultant , Consultant '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 Contract effective immediately upon the County giving written notice thereof to the Consultant. Termination shall have no affect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Consultant shall be paid for all work satisfactorily completed prior to the effective date of such termination.

6. Nondiscrimination. The Consultant shall comply with laws and regulations governing nondiscrimination in employment. The Consultant, with regard to the work performed by Consultant during the Contract, shall not discriminate on the grounds of race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulation.

In all solicitation, either by competitive bidding or negotiation, made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Contract and the regulations relative to nondiscrimination on the grounds of race, color or national origin. There shall be no discrimination against any person employed pursuant to this Contract in any manner forbidden by Government Code section 12940, et seq, or any other law. Gender harassment is included in this prohibition as a form of discrimination. All Consultants have a contractual obligation to become fully trained and knowledgeable regarding behavior prohibited by law as gender harassment and at all times to comply with and ensure that all persons performing this Contract comply with an appropriate standard of conduct. Every Consultant who violates harassment laws shall be liable to the County for all claims, demands, damages, costs, expenses and attorney's fees incurred by the County as a result of behavior of any of the Consultant's personnel performing this Contract.

7. **Non-Assignment of Contract.** Inasmuch as this Contract is intended to secure the specialized services of the Consultant, Consultant may not assign, transfer, delegate or sublet any interest in the Contract 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.

8. **Independent Contractor Status.** Consultant shall, during the entire term of the Contract, be construed to be an independent Consultant and nothing in this Contract is intended or shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow the County to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Contract; provided, however that the services to be performed by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services.

Consultant understands and agrees that Consultant's personnel are not and will not be eligible for membership in or any benefits from any County group plan for hospital, surgical or medical insurance or for membership in any County retirement program or for paid vacation, paid sick leave, or other leave, with or without pay or for any other benefit which accrues to a County employee.

9. **Representations by Consultant.** Consultant represents that Consultant and each of the personnel or subconsultants employed or otherwise retained by Consultant are properly certified, licensed and insured under the laws and regulations of the State of California to provide the special services under this Contract.

10. **Indemnification.**

County Held Harmless – General Liability: Except for the proportionate negligence of County, Consultant undertakes and agrees to defend, hold harmless County, and any and all County's Boards, officers, employees, and successors in interest, from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damage(s) or liability of any nature whatsoever for death or injury to any person, including Consultant's employees and agents, or for damage to, or destruction of, any property of either party hereto, or of third persons, in any manner to the extent arising by reasons of the performance of this Contract on the part of Consultant, or any of Consultant's Sub-consultants, employees, or anyone for whom Consultant has obligated itself under this Contract, whether or not contributed to by any act or omission of County or any of the County's Boards, officers or employees.

County Held Harmless – Professional Liability: Consultant undertakes and agrees to indemnify and hold harmless County, and any and all of County's Boards, officers and employees, from and against all losses and expenses, including, but not limited to, reasonable attorney's fees and reasonable costs of litigation, damages or liability of any nature whatsoever, for death or injury to any person, including Consultant's employees and agents, or for damage to, or destruction of any property

of third persons, in any manner to the extent caused by the negligent performance of the professional services under this Contract on the part of the Consultant. Nothing contained in the indemnity provisions shall be construed to require Consultant to indemnify County, against any responsibility or liability in contravention of Civil Code 2782.

11. Insurance. Consultant, at its sole cost and expense, shall purchase and maintain the insurance policies set forth in Exhibit C on all of Consultant's operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Consultant's Work under this Contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and, agents of the County of San Luis Obispo, California, individually or collectively.

12. Cost Disclosure – Documents, Records and Written Reports. Pursuant to State of California Government Code, section 7550, if the total cost of the Contract is over \$5,000, the Consultant shall include in all documents and written reports prepared for or under the direction of the local agency, a written summary of cost, which shall set forth the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report. The Contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

Pursuant to State of California Government Code, section 8546.7, every contract involving the expenditure of more than \$10,000 in public funds entered into by the County is subject to examination and audit of the California State Auditor, at the request of the public entity or as part of any audit of the public entity, for a period of three years after final payment under the contract. The Consultant shall maintain books, records, documents and other evidence, accounting procedures and practices, sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Contract. The foregoing constitutes "records" for the purposes of this section. The Consultant shall maintain and preserve, until three years after termination of this Contract, and permit the State of California or any of its duly authorized representatives, including the Comptroller General of the United States, to have access to and to examine and audit any pertinent books, documents, papers and records of the Consultant related to this Contract. The Consultant and County shall ensure the confidentiality of any records that are required by law to be so maintained.

13. 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:

County of San Luis Obispo

Parks and Recreation Department
Attn: Park Planner 1087 Santa Rosa Street
San Luis Obispo, CA. 93408

and to the Consultant:

The Wallace Group
Attn: Principal Engineer
612 Clarion Ct.
San Luis Obispo, Ca. 93401

14. Written Reports. Written reports shall be submitted weekly by Consultant to County by the Monday succeeding the week within which the report is concerned. The report shall describe the work performed, personnel involved and accomplishments made during the preceding week, and the manner in which all conditions and specification of the Contract are being met, plus any problems anticipated in performing said work in the future.

15. Findings Confidential. No reports, maps, information, documents, or any other materials given to or prepared by Consultant under this Contract which County requests in writing to be kept confidential, shall be made available to any individual or organization by Consultant without the prior written approval of County. However, Consultant shall be free to disclose such data as is publicly available.

16. Equipment and Supplies. Consultant will provide all necessary equipment and supplies in order to carry out the terms of this Contract.

17. Conflict of Interest. The Consultant covenants that the Consultant has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Contract and that no person having any such interest shall be employed by the Consultant. Per Government Code Section 1090, no officer or employee of the County shall be financially interested in any contract made by them in their official capacity, or by anybody or board of which they are members. The Consultant is subject to the requirements of the Political Reform Act as promulgated by the Fair Political Code of Regulations, Title 2, section 18000 et seq. The Consultant shall at all times comply with the applicable provisions therein, including, but not specifically limited to the California Code of Regulations, Title 2, Chapter 7 "Conflicts of Interest," section 18700 et seq. The Consultant shall also comply with all applicable provisions of other laws pertaining to conflict of interest requirements. If the Consultant must declare a conflict of interest, the Consultant shall forthwith report the conflict, in writing, to the County and shall provide any additional details requested by the County in a timely manner.

18. Covenant Against Contingency Fees. The Consultant represents that they have not employed or retained any company or person, other than a bona fide employee working solely for them,

to solicit or secure the Contract, and that they have not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract. For breach or violation of his warranty, the County shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

19. Suspension of Services. County may, without cause, order Consultant to suspend, delay or interrupt ("suspend") services pursuant to this Contract, in whole or in part, for such periods of time as the County may determine in its sole discretion. The County shall deliver to Consultant, written notice of the extent of the suspension at least seven (7) calendar days before the commencement thereof. Suspension shall be treated as an excusable delay and Consultant shall be compensated for such delay to the extent provided under this Contract. Notwithstanding anything to the contrary contained in the section, no compensation shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by a cause for which Consultant is responsible, wholly or in part.

20. Ownership of Data and Documents. The ownership of all data collected for use by the Consultant under this Contract, together with working papers, plans, copies of correspondence, diagrams, and other material necessary to a complete understanding of the project shall be vested in the County following compensation to the Consultant for services covered by the terms of this Contract. The Consultant may retain a copy of all work for Consultant's own use. County agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any of the County's reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

21. Law/ 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.

22. Severability. If any term, covenant, condition or provision of this Contract 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.

23. Entire Agreement and Modification. This Contract supersedes all previous contracts pertaining to the services to be performed hereunder and constitutes the entire understanding of the parties. Consultant shall be entitled to no other benefits than those specified herein. No changes,

amendments or alterations shall be effective unless in writing and signed by both parties. Consultant specifically acknowledges that in entering into and executing this Contract, Consultant relies solely upon the provisions contained in this Contract and no other provisions.

24. Compliance with all laws. The consultant shall comply with all federal, state and local law as affecting the services covered by this Contract, including.

COUNTY OF SAN LUIS OBISPO

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

Date _____

ATTEST:

County Clerk and Ex-officio Clerk of the Board of Supervisors, county of San Luis Obispo, State of California

Date _____

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

By: Shamus Matinez
Deputy County Counsel

Date: 2-19-2015

CONSULTANT:

By: Jorge Aguilar
Principal Engineer, The Wallace Group **Jorge Aguilar, PE 48704**

Date: 2/17/2015

Exhibit A – Scope of Work

L Street in San Miguel Improvements

TASK 1: PROJECT MANAGEMENT, QUALITY CONTROL, MEETING SUPPORT

Project management and quality control are vital components of a cohesive project team and ensure the timely delivery of each task. This task comprises internal and external coordination, quality control efforts, and meeting/hearing support.

1.1 Project Management

This task consists of project management and coordination throughout the duration of design phase to guarantee the resulting construction documents presented to the County meet the standards of excellence Wallace Group strives for. The project team will conduct internal coordination meetings at each stage of the design process. This coordination effort will serve to confirm team members are current in project goals and criteria, as well as apprised of any project adjustments. This task includes project setup, coordination, budget/schedule monitoring and invoicing.

1.2 Kick-off Meeting and Data Collection

Wallace Group will organize and attend a project kick-off meeting with County staff. The County Project Manager will coordinate the attendance of County staff that are anticipated to be included in this project delivery and will coordinate a unified criteria approach for direction to the Wallace Group team. Wallace Group will prepare an agenda for the meeting and follow up with relevant notes and action items. It is anticipated that the County will gather and provide the data summarized below:

County to provide:

- Available traffic data/report
- Environmental support information/conditions (environmental clearance to be provided by County)
- Geotechnical Report(s), including recommended pavement structural section and wall design factors
- Available Utility Atlas Maps, Utility Contact Information and sample Utility Agreements
- Relevant As-Bid Summary Data
- County design criteria desired for Conceptual Design (including street cross section and wall type(s) to be considered) and prior information used to generate planning level costs (for independent review as requested)
- Right-of-way Boundary Information

1.3 Attend & Present Project to Public Agencies at Meetings

At the discretion of County staff, Wallace Group will produce and present project materials at up to two (2) meetings with stakeholders public agencies. Presentation materials may include 3d project rendering, power point presentation, cross section and/or plan view color exhibits

and will be prepared in collaboration with the County while carefully considering the intended audience.

1.4 Quality Control

At each design submittal, as detailed in the production delivery tasks of this proposal, submittal documents will undergo a Quality Control (QC) review. This review process is a critical component of a successful project and will ensure that the project team delivers a fully developed and polished product to the County.

Task Deliverables:

- Attend up to Three (3) Project Meetings
- Prepare and Distribute Meeting Agendas & Notes

TASK 2: TOPOGRAPHIC SURVEY, RIGHT-OF-WAY DELINEATION, & UTILITY COORDINATION

2.1 Topographic Survey & ROW Delineation

Wallace Group will perform a topographic and right-of-way survey in support of the design of the widening of L Street between 13th and 14 Street in San Miguel. The topographic survey will be mapped at a one foot contour interval and will include major features such as pavement markings, sidewalk, curb, flow line, and lip of gutter, concrete flatwork, grade breaks; visible survey monuments based on a search of County Surveyor index; power poles, fire hydrants, water valves, public utility boxes and vaults, manholes, rim elevation and inverts, drop inlets, catch basins, approximate pipe sizes and direction of pipe, paint markings which indicate the presence of underground utilities, and other utilities; parking meters, driveways, walls, railings; trees 4" in diameter and greater and other items according to standard practice. The limits of the topographic and right of way survey will be from right of way to right of way along L Street, from 100 feet southerly of 13 Street and 100 feet northerly of 14 Street and along 13th and 14th street 100 hundred feet east and west of L Street. The location of the adjoining lot line will be plotted based on record information and will be approximate.

The topographic and right of way mapping will be compiled into a Civil 3D survey base map which will serve as the basis for the design of the street widening.

The horizontal and vertical datum will be based upon NAD 83 and NAVD 88.

2.2 "A", "B" & "C" Utility Coordination

Based upon utility contact information provided by the County, the project team will begin coordination by sending "A" letters to utility owners identified in the project area. Given the potential for utility relocations and/or adjustments, it will be important to begin the outreach with utility companies during the preliminary stages of design. The 'A' letter will inform the utilities of the upcoming project and request as-built plans for the utilities, if

available. The information provided by the utility companies will be summarized and copied to the County Utility Coordinator.

Wallace Group will continue to coordinate with the affected utilities throughout the design tasks. Between the 30% and 100% design deliverables we will send out “B” letters, also known as a Notice to Owners, informing utility owners that we have identified a conflict with the location of their utility facilities. If the as-built information provided by the utility companies is not satisfactory or clear, we will discuss questions with the utility company and the County and may recommend pot holing to clearly identify the location of their facilities. Please note that pot holing of utility facilities is not currently included in our scope of work or budget and that it is assumed potholing or other positive locating of utility facilities will be done by the utility companies. We will meet with each affected utility company to go over the proposed project and discuss potential relocation strategies.

During the final design phase, we will send the utility companies a “C” letter, also known as a Final Notice to Relocate. We have assumed the County has prior rights and utilities are within public right of way by County permission for this scope.

Task Deliverables:

- Topographic Survey Base map with an electronic file in AutoCAD format
- “A” Letters for Initial Utility Coordination
- “B” Letters for “Notice to Owner” of conflict (may also require potholing by others)
- “C” Letter Final Notice to Relocate

TASK 3: DRAFT PLANS, SPECIFICATIONS & ESTIMATE (30% SUBMITTAL)

Based on the topographic survey obtained in Task 2 and record right-of-way information provided by the County the project team will commence preparation of draft level plans, specifications, and an Engineer’s Opinion of Probable Cost. The Engineer’s Opinion of Probable Cost will be prepared based on the County of SLO Public Works format.

3.1 30% Roadway Design Plans

The project team will develop the project design and plan sheets. These plans will be advanced to a 30% design stage (per our discussion with Public Works staff for the County of San Luis Obispo this means essentially complete design concept production) and will confirm recommend solutions to meet project needs.

This task will also include an informal memorandum presenting analysis of widening design with a focus on alternative wall types and potential aesthetic enhancement treatments for the County to consider. The team will present County staff with assessment of up to three wall options that focus on structural integrity, costs, aesthetics, vandal deterrence and maintenance. We will explore the use of masonry block style walls with a variety of texture,

color and pattern options, the use of a crib wall, and a Caltrans Type 1 wall with concrete form liner treatment that provide an aesthetic pattern/texture surface and visual interest to a poured-in-place concrete wall. Our team has experience with concrete form liners on recent projects and has found them to be a cost effective option. They also provide several creative design options that can be developed into a design that is unique to San Miguel. Please note that landscaping and irrigation and/or lighting are not included in the current scope and budget but may be added if desired by the County as an authorized scope/budget amendment.

The following sheets are anticipated:

- Title Sheet
- General Notes
- Survey Control Sheet
- Typical Cross-Sections
- Layout Sheets
- Construction Details
- Signing & Pavement Delineation Plan
- Retaining Wall Plan
- Retaining Wall Details
- Erosion & Sediment Control Plan
- Demolition/Removal Plan
- Traffic Handling Plan

3.2 Draft Specifications

An unedited list of construction technical specifications will be produced based on applicable County and Caltrans 2010 standards, details, and specifications as appropriate and will be formatted per Caltrans 2010 Construction Contract Specification format. Technical special provisions for a construction Contractor prepared Water Pollution Control Plan (WPCP) will be included. At this stage the design plans will include an Erosion Control plan which is to be the basis by which the Contractor will eventually prepare the WPCP. We anticipate that the County will prepare boiler plate or front end documents and we will assist in providing particular details as needed but will not be responsible for those documents.

3.3 Quantity Calculations and Engineer's Opinion of Probable Construction Costs

Preliminary quantity calculations will be generated based on the draft 30% design. Relevant unit bid information will be acquired from the County and State's "As-Bid" data bases and adjusted as needed to help represent anticipated project costs. Based on this information a Draft Engineer's Opinion of Probable Construction Costs will be generated and submitted to the County for review.

Task Deliverables:

- Draft 30% Design Plans (3 copies) - Anticipated Sheets as listed in Task
- Draft Specifications (3 Copies)
- Draft Engineer's Opinion of Probable Construction Costs (3 Copies)

TASK 4: FINAL PLANS, SPECIFICATIONS & ESTIMATE (100% SUBMITTAL)

At the beginning of this task we anticipate receiving written direction and unified/reconciled County comments on the deliverables submitted in the previous task and that the comments would not substantively change the design at this stage. We will attend a review meeting to receive those comments then formalize our understanding of the County's feedback and verify comments have been addressed using our Comment Resolution Matrix as we proceed with preparations of the 100% construction document submittal.

4.1 Final Design Review, Roadway Design and Sheet Development

We will coordinate, attend, and provide notes on the 30% submittal review meeting with County staff. The final design will proceed based upon the comments and direction received. It is anticipated that comments will be relatively minor and adjustments to the approved configuration will not be required at this stage of design. The project design and plans will be finalized and further developed with relevant details, notes and pay item callouts. Upon completion, the plan sheets will be delivered to the County for review.

4.2 Final Technical Specifications

The project team will further refine the construction specifications based on County feedback, project development, and applicable State and County standards as appropriate. The specifications will be formatted per Caltrans 2010 Construction Contract Specification format. We anticipate that the County will prepare boiler plate documents and we will assist in providing supporting details if needed but will not be responsible for boiler plate documents.

4.3 Final Engineer's Opinion of Probable Construction Costs

Final quantities and bid prices will be reviewed and re-calculated following the completion of final site design. The final Engineer's Opinion of Probable Construction Costs and bid sheet will be delivered to the County for budgeting and bidding purposes.

Task Deliverables:

- Final 100% Plans (3 Copies)
- Final 100% Specifications (3 Copies)
- Final 100% Engineer's Opinion of Probable Construction Costs (3 Copies)
- Meeting attendance notes

TASK 5: PLAN CHECK/BID DOCUMENTS

Based upon the County's review of the Final Plans, Specifications, & Estimate submitted in Task 4, the Wallace Group design team anticipates receiving a final set of unified written comments from the County. We will attend a review meeting to receive those comments then formalize our understanding of the County's feedback and verify comments have been addressed using our Comment Resolution Matrix to deliver the revised bid documents. Modifications are expected to be minor at this stage of the project. The bid documents will be stamped, signed, and presented to the County for construction advertisement.

A Resident Engineer's File will be prepared and submitted as part of this task. Items to be furnished may include, but not be limited to:

- Pertinent Correspondence & Contact List
- Quantity calculations
- Bidding package
- Working level cross-sections used in design
- Survey Notes & Monumentation Data (does not include slope staking notes)

Task Deliverables:

- Final Signed Plans (3 Copies)
- Final Signed Technical Specifications (3 Copies)
- Final Signed Engineer's Opinion of Probable Construction Costs (3 Copies)
- Resident Engineer's File

TASK 6: BIDDING ASSISTANCE

During the advertising phase of the project the design staff will be available to answer bidding related questions. Due to the indeterminate nature of the coordination/support requests, this task is currently intended to proceed within the budgeted amount on a time and materials basis to the Not To Exceed (NTE) amount shown for this task. If more support requests are received they are to be authorized by the County as additional work (as/if needed).

Task Deliverables:

- Addenda RFI's

Exhibit C– INSURANCE

CONSULTANT, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Contract. Such policies shall be maintained for the full term of this Contract and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of CONSULTANT's Work under this Contract and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and, agents of the County of San Luis Obispo, California, individually or collectively.

A. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES. The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

1. COMMERCIAL GENERAL LIABILITY ("CGL"). Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

- \$1,000,000 each occurrence (combined single limit);
- \$1,000,000 for personal injury liability;
- \$1,000,000 aggregate for products-completed operations; and
- \$1,000,000 general aggregate.

The general aggregate limits shall apply separately to CONSULTANT's Work under this Contract.

2. BUSINESS AUTOMOBILE POLICY ("BAP"). Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum (combined single limit) of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Contract. CONSULTANT shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

3. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY

This policy shall include at least the following coverages and policy limits:

a. Workers' Compensation insurance as required by the laws of the State of California; and

b. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident I Bodily Injury (herein "BI"); one- million (\$1,000,000) dollars policy limit by disease; and, one-million (\$1,000,000) dollars each employee by disease.

4. PROFESSIONAL LIABILITY {"PL"}. This policy shall cover damages, liabilities, and costs incurred as a result of CONSULTANT's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One-Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Contract and for three (3) years thereafter with respect to incidents which occur during the performance of this Contract). CONSULTANT shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

B. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS. Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by CONSULTANT and approved by the County before Work is begun pursuant to this Contract.

C. ENDORSEMENTS. All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

1. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL & BAL);

2. The County of San Luis Obispo, its officers, employees, volunteers, and agents are hereby added as additional insureds with respect to all liabilities arising out of CONSULTANT's performance of Work under this Contract (CGL & BAP);

3. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAP, &PL);

4. No cancellation or non-renewal of this policy afforded under the policy, shall be effective until written notice has been given at least thirty (30) calendar days prior to the effective date of such or cancellation to County at the address set forth below (CGL, BAP, WC /EL & PL);

5. CONSULTANT and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers, and agents for any loss arising under this Contract (WC); and

6. Deductibles and self-insured retentions must be declared (All Policies).

D. ABSENCE OF INSURANCE COVERAGE. County may direct CONSULTANT to immediately cease all activities with respect to this Contract if it determines that CONSULTANT fails to carry, in full force and effect, all insurance policies with coverage's at or above the limits specified in this Contract. Any delays or expense caused due to stopping of Work and change of insurance shall be considered CONSULTANT's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to CONSULTANT.

E. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION. Prior to commencement of Work under this Contract, and annually thereafter for the term of this Contract, CONSULTANT, or each of CONSULTANT's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverage's. All of the insurance companies providing insurance for CONSULTANT shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

San Luis Obispo County
General Services Department
Missy Viles, Buyer
County Government Center, Room 207
San Luis Obispo CA 93408