



**RESOURCE  
MANAGEMENT AGENCY  
COUNTY OF TULARE  
AGENDA ITEM**

**BOARD OF SUPERVISORS**

KUYLER CROCKER  
District One  
PETE VANDER POEL  
District Two  
AMY SHUKLIAN  
District Three  
EDDIE VALERO  
District Four  
DENNIS TOWNSEND  
District Five

**AGENDA DATE:** March 26, 2019 – REVISED

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
CONTACT PERSON: Celeste Perez    PHONE: (559) 624-7010		

**SUBJECT:** Third Amendment to Agreement No. 28298 with AECOM for Engineering Consulting Services for the Traver Community Wastewater System Improvements

**REQUEST(S):**  
That the Board of Supervisors:

1. Approve the Third Amendment to Agreement 28298 with AECOM Technical Services, Inc. for Engineering Consulting Services for the Traver Community Wastewater System Improvements; and
2. Authorize the Chairman to sign the Amendment.

**SUMMARY:**  
In July 2017, the Resource Management Agency (RMA) issued a Request for Qualifications (RFQ) for qualified firms to provide planning and engineering consulting services for the Traver Community Wastewater System Improvements project. On August 17, 2017 the RMA received four proposals to perform the engineering work for this project.

The statements of qualifications were independently reviewed by a three-member panel based on the following seven review criteria as outlined in the RFQ:

- (1) Understanding of the work to be performed [25 points possible];
- (2) Experience with similar kinds of work and demonstrated joint performance [20 points possible];
- (3) Quality of staff and demonstrated technical ability [20 points possible];

**SUBJECT:** Third Amendment to Agreement No. 28298 with AECOM for Engineering Consulting Services for the Traver Community Wastewater System Improvements  
**DATE:** March 26, 2019

- (4) Familiarity with CWSRF funding requirements [10 points possible];
- (5) Capability of developing innovative solutions [10 points possible];
- (6) Financial responsibility and availability to meet proposed schedule [10 points possible], and
- (7) Project interest and responsiveness [5 points possible].

Each proposal was eligible to receive a total of 300 points, 100 from each member of the review panel. After review, the panel determined the following ranking for the statements of qualifications as submitted by the consultants:

- 1. AECOM (284 points)
- 2. Stantec (277 points)
- 3. Provost & Pritchard Consulting Group (262 points)
- 4. Precision Civil Engineering (227 points)

On September 12, 2017, the County entered into Agreement No. 28298 with AECOM to determine the feasibility of different waste water treatment solutions that are appropriate for the Traver Community Wastewater System. Upon completion of a feasibility study and the selected solution, construction documents will also be completed.

This agreement also included an amendment option, which was approved by your Board on June 12, 2018 to expand the scope of work including the preparation of construction documents to the 100% level in order to make this project “shovel ready” for funding opportunities. The amendment option extended the term of the agreement and increased the compensation for the consultant so that the project plans and specifications can be completed.

Upon request by County staff, AECOM is investigating another treatment option which was not considered before. In order to thoroughly consider a lagoon expansion option, additional time is required by the consultant.

This third amendment to Agreement No. 28298 would extend the term of the Agreement by nine months, expiring on December 31, 2019 instead of March 31, 2019. No additional costs or modification to the project budget is required.

**FISCAL IMPACT/FINANCING:**

There is No Net County Cost to the General Fund at this time as the planning costs have been budgeted to the Miscellaneous Administration Account (001-012-1010-9100) already.

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

The proposed activities will improve the Safety and Security of the communities by promoting an adequate and safe water supply.

**SUBJECT:** Third Amendment to Agreement No. 28298 with AECOM for Engineering Consulting Services for the Traver Community Wastewater System Improvements

**DATE:** March 26, 2019

**ADMINISTRATIVE SIGN-OFF:**



Michael Washam  
Associate Director



Reed Schenke, P.E.  
Director

Cc: County Administrative Office

Attachment(s) Attachment "A" – Amendment No. 3 to Agreement No. 28298  
Attachment "B" – Agreement No. 28298, Amendment Nos. 1 and 2

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF THIRD AMENDMENT     ) Resolution No. \_\_\_\_\_  
TO AGREEMENT NO. 28298 WITH AECOM    ) Agreement No. \_\_\_\_\_  
FOR ENGINEERING CONSULTING            )  
SERVICES FOR THE TRAVER                 )  
COMMUNITY WASTEWATER SYSTEM         )  
IMPROVEMENTS                             )

UPON MOTION OF SUPERVISOR \_\_\_\_\_,     SECONDED     BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE BOARD  
OF SUPERVISORS, AT AN OFFICIAL MEETING HELD MARCH 26, 2019, BY THE  
FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST: JASON T. BRITT  
COUNTY ADMINISTRATIVE OFFICER/  
CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
Deputy Clerk

\* \* \* \* \*

1. Approved the Third Amendment to Agreement 28298 with AECOM Technical Services, Inc. for Engineering Consulting Services for the Traver Community Wastewater System Improvements; and
2. Authorized the Chairman to sign the Amendment.

# **Attachment “A”**

Amendment No. 3 to Agreement No. 28298

**THIRD AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 28298**

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**THIS THIRD AMENDMENT** (“Amendment”) to Tulare County Agreement Number 28298 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“COUNTY”) and **AECOM TECHNICAL SERVICES, INC.** (“CONTRACTOR”) as of \_\_\_\_\_, 2019, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Tulare County Agreement 28298 on September 12, 2017 for the purpose of providing consulting services for the Traver Community Wastewater System Improvements Planning Study and Design; and
- B. June 12, 2018, COUNTY and CONTRACTOR entered into an Option to Agreement (Tulare County Agreement 28661) to allow additional time for CONSULTANT to perform additional services regarding construction plans and specifications; and
- C. November 6, 2018, COUNTY and CONTRACTOR entered into Amendment No. 2 to extend the term of the agreement until March 31, 2019; and
- D. COUNTY and CONTRACTOR now wish to amend the Agreement in order to extend the term thereof.

**ACCORDINGLY, COUNTY and CONTRACTOR** agree as follows:

- 1. Provision 2, TIME FOR PERFORMANCE/TERM, shall be modified and the termination date shall be extended to and through December 31, 2019. The remainder of Provision 2, shall remain in full force and effect.
- 2. This THIRD AMENDMENT becomes effective upon its execution by the Board of Supervisors.
- 3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

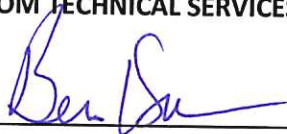
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**THIRD AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 28298**

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**AECOM TECHNICAL SERVICES, INC.**

Date \_\_\_\_\_

By 

Print Name Ben P. Horn

Title Managing Engineer

Date \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract.]

**COUNTY OF TULARE**

Date \_\_\_\_\_


By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: JASON T BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By \_\_\_\_\_  
Deputy Clerk

Date: \_\_\_\_\_

Approved as to Form:  
County Counsel

By   
Deputy

Date: 3/14/19

Matter # 2017-1397

# **Attachment “B”**

Agreement No. 28298, Amendment Nos. 1 and 2



**AGREEMENT FOR ENGINEERING CONSULTANT SERVICES FOR  
TRAVER COMMUNITY WASTEWATER SYSTEM IMPROVEMENTS  
PLANNING STUDY AND DESIGN**

THIS AGREEMENT ("AGREEMENT") is entered into as of September 12 2017 between the COUNTY OF TULARE ("COUNTY") and AECOM TECHNICAL SERVICES, INC. a California Corporation ("CONSULTANT"). COUNTY and CONSULTANT are each a "PARTY" and together are the "PARTIES" to this AGREEMENT. This AGREEMENT is made with reference to the following:

A. COUNTY operates a wastewater collection and treatment system in the community of Traver in northwest Tulare County; and

B. COUNTY has submitted a Planning or Design Financial Assistance Application to the California State Water Resources Control Board for a Clean Water State Revolving Fund ("CWSRF") grant to do a planning study and design for community wastewater system improvements for the community of Traver (the "STUDY"); and

C. COUNTY issued a Request for Statements of Qualifications ("RFQ") for engineering consultant services to assist COUNTY with the STUDY; and

D. CONSULTANT submitted a Statement of Qualifications ("SOQ") in response to the RFQ; and

E. CONSULTANT's SOQ indicates that it possesses the professional qualifications, relevant experience and demonstrated competence to provide such services.

ACCORDINGLY, IT IS AGREED:

1. **SERVICES.** CONSULTANT will provide professional engineering services, more particularly described in the attached *EXHIBIT A - SCOPE OF WORK*. All work performed and billed to COUNTY by CONSULTANT shall be grant eligible in accordance with the CWSRF standards and requirements, unless otherwise directed by COUNTY in writing.

2. **TIME FOR PERFORMANCE/TERM.** Time is of the essence in this AGREEMENT. The services as described in *EXHIBIT A - SCOPE OF WORK* will commence within five days of receipt of a written notice to proceed issued following acceptance and approval of this AGREEMENT by COUNTY. The schedule is detailed in the attached *EXHIBIT B - PROJECT SCHEDULE*. This AGREEMENT shall terminate on April 30, 2018 unless earlier terminated, or unless its term is earlier extended by a written amendment to the AGREEMENT. Mutually acceptable changes in the scope, character, or complexity of the work, if such changes become desirable or necessary as the work progresses, will be accommodated by a written amendment to this AGREEMENT, which amendment must be formally approved by COUNTY's Board of Supervisors. An

appropriate extension of time may be made in the form of such an amendment in case of unavoidable delays. Corresponding warranted adjustments in payment will be made based upon the incorporated rate schedule. CONSULTANT shall not be responsible for damages, delays or failure in performance caused by Acts of God, strikes, lockouts, accidents or other events beyond reasonable control of Consultant.

3. **COMPENSATION.** CONSULTANT will be compensated for actual costs (including labor costs, employee benefits, overhead and other direct costs) incurred by the CONSULTANT in the performance of the tasks and activities as detailed in *EXHIBIT A - SCOPE OF WORK* at the rates specified in the attached *EXHIBIT C - SCHEDULE OF FEES*. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in *EXHIBIT C - SCHEDULE OF FEES*, unless additional reimbursement is provided for an amendment to this AGREEMENT. In no event will CONSULTANT be reimbursed for overhead costs at a rate that exceeds COUNTY's approved overhead rate set forth in the *EXHIBIT C - SCHEDULE OF FEES*. In the event, that COUNTY determines that a change to the work from that specified in *EXHIBIT A - SCOPE OF WORK* and the AGREEMENT is required, the contract time or actual costs reimbursable by COUNTY shall be adjusted by amendment to this AGREEMENT to accommodate the changed work.

The compensation to be provided to CONSULTANT under this AGREEMENT will be reduced due to any inability to provide services, whether such an inability is due to CONSULTANT activities or other activities or circumstances beyond the control of CONSULTANT.

COUNTY must approve budget changes in writing prior to any budget adjustment or amendment.

By the fifteenth day of the second (2nd) month of the project and thereafter, each month, CONSULTANT shall submit monthly invoice statements stating the services provided and the actual costs of the previous month. Invoices shall detail the date and number of hours worked and provide a description of the work performed. Invoices shall clearly reference the project name and the COUNTY's project manager. All invoices shall be submitted by mail or email to the following address:

Tulare County Resource Management Agency  
Attention: Accounts Payable  
5961 South Mooney Boulevard  
Visalia, CA 93277  
Email: RMA-AP@co.tulare.ca.us

The Resource Management Agency will review and approve all invoices prior to payment by the Auditor's Office. COUNTY will make payment within 30 days of receipt of approved invoices submitted in compliance with this AGREEMENT.

CONSULTANT shall submit to the Tulare County Resource Management Agency, monthly status reports on the progress of the project.

Within forty-five (45) days after completion of the entire project, CONSULTANT shall provide a written report and a final invoice to COUNTY with a summary of CONSULTANT services and work performed under this AGREEMENT and a summary of charges as a result of this AGREEMENT. Any claim for payment or adjusted compensation not invoiced by the CONSULTANT by this date shall be considered waived and shall not be recompensed. Within thirty (30) days of COUNTY approval of the final invoice and report, COUNTY will endeavor to pay CONSULTANT the remaining amount owed CONSULTANT as supported by bills and receipts or CONSULTANT shall repay COUNTY any overpayment paid to CONSULTANT pursuant to this AGREEMENT.

The total amount payable to CONSULTANT by COUNTY under this AGREEMENT, including all expenses, shall not exceed \$395,000.

Salary increases will be reimbursable if the new salary is within the salary range identified in *EXHIBIT C - SCHEDULE OF FEES* and is approved by COUNTY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases which are the direct result of changes in the prevailing wage rates are reimbursable.

All subcontracts in excess of \$25,000 shall contain the above provisions.

**4. COMPLIANCE WITH LAW.** CONSULTANT will provide the services called for under this AGREEMENT in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to CONSULTANT's employees, CONSULTANT will comply with all laws and regulations pertaining to wages and hours (including prevailing wage rates where applicable), state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.

**5. BOOKS, DOCUMENTS, PAPERS, AND RECORDS.** CONSULTANT will maintain complete and accurate books, documents, papers and records with respect to the services rendered and the costs incurred under this AGREEMENT, including records with respect to any payments to employees or subcontractors. All such records will be prepared in accordance with generally accepted accounting procedures, will be clearly identified, and will be kept readily accessible. Upon request, CONSULTANT will make such records available for inspection by COUNTY, the State of California, the Comptroller General of the United States, other jurisdictional agency, or duly authorized representatives for the purpose of making audit, examination, excerpts, and/or transcriptions of such records during the AGREEMENT period and continuing

for a period of five (5) years from the date of final payment under this AGREEMENT. The requirements of this section shall also apply to any subconsultants or subcontractors of CONSULTANT who perform work or receive payment in connection with this AGREEMENT.

**6. PERFORMANCE REQUIREMENTS.** CONSULTANT shall be held to the same goals, milestones, performance measurements, laws, regulations, and requirements as entered into by COUNTY under the CWSRF grant requirements and rules.

**7. INDEPENDENT CONTRACTOR STATUS.** CONSULTANT will perform all services required under this AGREEMENT as an independent contractor. Nothing in this AGREEMENT may be construed to constitute CONSULTANT or any of its agents, employees or officers as employees or officers of COUNTY. CONSULTANT agrees to advise everyone it assigns or hires to perform any duty under this AGREEMENT that they are not employees of COUNTY. CONSULTANT will be solely responsible for determining the means and methods of performing the specified services, and COUNTY will have no right to control or exercise any supervision over CONSULTANT as to how the services will be performed. COUNTY will not:

- a. Withhold FICA (Social Security) from CONSULTANT's payments.
- b. Make state or federal unemployment insurance contributions on CONSULTANT's behalf.
- c. Withhold state or federal income tax from payments to CONSULTANT.
- d. Make disability insurance contributions on behalf of CONSULTANT.
- e. Obtain unemployment compensation insurance on behalf of CONSULTANT.

Notwithstanding this independent contractor relationship, COUNTY reserves the right to monitor and evaluate the performance of CONSULTANT for the purpose of assuring compliance with this AGREEMENT.

**8. NON-ASSIGNABILITY AND SUBCONTRACTING.** Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to CONSULTANT.

Unless otherwise provided in this AGREEMENT, COUNTY is relying on the personal skill and expertise of CONSULTANT and no part of this AGREEMENT may be assigned by CONSULTANT, except that services may be subcontracted to reputable and qualified subcontractors as otherwise provided for in this AGREEMENT. Subcontracts exceeding \$25,000 in cost shall contain all provisions of this AGREEMENT. Any substitution of subconsultants must first be approved in writing by COUNTY's Contract Administrator.

9. **INSURANCE.** Prior to approval of this AGREEMENT by COUNTY, CONSULTANT shall file with COUNTY's Resource Management Agency evidence of required insurance as set forth in the attached *EXHIBIT D - INSURANCE REQUIREMENTS*, which outlines the minimum scope, specifications and limits of insurance required under this AGREEMENT. Additional insured endorsements required as outlined in *EXHIBIT D - INSURANCE REQUIREMENTS* shall not be used to reduce limits available to COUNTY as an additional insured from CONSULTANT's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this AGREEMENT or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this AGREEMENT

10. **INDEMNIFICATION:** CONSULTANT shall hold harmless, defend and indemnify COUNTY, its authorized agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property to the extent arising out of the willful misconduct, or the negligent acts or omissions, of CONSULTANT or its agents, officers and employees under this AGREEMENT. This indemnification specifically includes any claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists by reason of this AGREEMENT, any claims made against COUNTY alleging civil rights violations by CONSULTANT under Government Code sections 12920 et seq. (California Fair Employment and Housing Act). The indemnification obligation shall continue beyond the term of this AGREEMENT as to any willful misconduct, errors, omissions, or negligent acts occurring under this AGREEMENT or any extension of this AGREEMENT.

11. **TERMINATION.** The right to terminate this AGREEMENT under this provision may be exercised without prejudice to any other right or remedy to which the terminating PARTY may be entitled at law or under this AGREEMENT.

(a) **Without Cause:** COUNTY reserves the right to terminate this AGREEMENT without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. COUNTY will pay to the CONSULTANT the compensation earned for work performed and not previously paid for to the date of termination. COUNTY will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditioned upon receipt from CONSULTANT of any and all plans, specifications and estimates, and other documents prepared by CONSULTANT in accordance with this AGREEMENT. No Sanctions will be imposed.

(b) **With Cause:** This AGREEMENT may be terminated by either PARTY should the other PARTY:

- (1) be adjudged a bankrupt, or
- (2) become insolvent or have a receiver appointed, or

- (3) make a general assignment for the benefit of creditors, or
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this AGREEMENT, or
- (5) materially breach this AGREEMENT.

In addition, COUNTY may terminate this AGREEMENT based on:

- (6) material misrepresentation, either by CONSULTANT or anyone acting on CONSULTANT's behalf, as to any matter related in any way to COUNTY's retention of CONSULTANT, or
- (7) other misconduct or circumstances which, in the sole discretion of COUNTY, either impair the ability of CONSULTANT to competently provide the services under this AGREEMENT, or expose COUNTY to an unreasonable risk of liability.

COUNTY will pay to the CONSULTANT the compensation earned for work performed and not previously paid to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this AGREEMENT, and is conditioned upon receipt from CONSULTANT of any and all reports and other documents prepared by CONSULTANT by the date of termination in accordance with this AGREEMENT. COUNTY will not pay lost anticipated profits or other economic loss, nor will COUNTY pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this AGREEMENT is terminated and the expense of finishing the CONSULTANT's scope of work as included in *EXHIBIT A - SCOPE OF WORK* exceeds the unpaid balance of the AGREEMENT, the CONSULTANT must pay the difference to COUNTY. Sanctions taken will be possible rejection of future proposals based on specific cause of non-performance.

(c) **Effects of Termination:** Expiration or termination of this AGREEMENT shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the AGREEMENT, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONSULTANT's services have been terminated by COUNTY, said termination will not affect any rights of COUNTY to recover damages against the CONSULTANT.

(d) **Suspension of Performance:** Independent of any right to terminate this AGREEMENT, the authorized representative of COUNTY for which CONSULTANT's services are to be performed, may immediately suspend performance by CONSULTANT, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONSULTANT to comply with the provisions of this AGREEMENT, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

**12. ENTIRE AGREEMENT REPRESENTED.** This AGREEMENT represents the entire agreement between CONSULTANT and COUNTY as to its subject matter and no prior oral or

written understanding shall be of any force or effect. No part of this AGREEMENT may be modified without the written consent of both PARTIES.

13. **HEADINGS.** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

14. **NOTICE.** Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**COUNTY:**

Tulare County Resource Management Agency  
Attention: Ross W. Miller, P.E., Contract Administrator  
5961 South Mooney Boulevard  
Visalia, CA 93277  
Fax No.: (559) 730-2653      Confirming No.: (559) 624-7000  
Email: rmiller@co.tulare.ca.us

**CONSULTANT:**

AECOM Technical Services, Inc.  
Attention: Ben Horn, P.E., Managing Engineer  
5001 E Commercenter Drive, Suite 100  
Bakersfield, CA 93309  
Fax No.: (661) 395-0359      Confirming No.: (661) 283-2323  
Email: ben.horn@aecom.com

Notice delivered personally or sent by facsimile transmission is deemed to be received upon receipt. Notice sent by first class mail will be deemed received on the fourth day after the date of mailing. Either PARTY may change the above address by giving written notice pursuant to this paragraph. The above stated CONSULTANT address is to be the main working office location for the duration of this AGREEMENT.

15. **CONSTRUCTION.** This AGREEMENT reflects the contributions of both PARTIES and accordingly the provisions of Civil Code section 1654 will not apply to address and interpret any uncertainty.

16. **NO THIRD PARTY BENEFICIARIES INTENDED.** Unless specifically set forth, the PARTIES to this AGREEMENT do not intend to provide any other PARTY with any benefit or enforceable legal or equitable right or remedy. The CONSULTANT warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this AGREEMENT, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or

formation of this AGREEMENT. For breach or violation of this warranty, COUNTY shall have the right to annul this AGREEMENT without liability, or at 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. COUNTY warrants that they have not required the CONSULTANT to employ or retain any company or person, or to pay or agree to pay any firm, person or organization, any fee, contribution donation or consideration of any land, contingent upon or resulting from the award or formation of this AGREEMENT.

**17. JURISDICTION/VENUE.** This AGREEMENT will be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Any litigation arising out of this AGREEMENT must be brought in Tulare County California. CONSULTANT waives the removal provisions of California code of Civil Procedure Section 394.

**18. WAIVERS.** The failure of either PARTY to insist on strict compliance with any provision of this AGREEMENT will not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either PARTY of either performance or payment will not be considered to be a waiver of any preceding breach of the AGREEMENT by the other PARTY.

**19. EXHIBITS AND RECITALS.** The Recitals and the Exhibits to this AGREEMENT are fully incorporated into and are integral parts of this AGREEMENT.

**20. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY.** This AGREEMENT is subject to all applicable laws and regulations. If any provisions of this AGREEMENT are found by any court or other legal authority, or are agreed by the PARTIES, to be in conflict with any code or regulation governing its subject, then the conflicting provision will be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the AGREEMENT to either PARTY is lost, then the AGREEMENT may be terminated at the option of the affected PARTY. In all other cases the remainder of the AGREEMENT will continue in full force and effect.

**21. FURTHER ASSURANCES.** Each PARTY agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this AGREEMENT.

**22. ASSURANCES OF NON-DISCRIMINATION.** CONSULTANT will not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

**23. PROFESSIONAL STANDARDS.** By submitting final documents for approval by COUNTY, CONSULTANT represents that said documents are accurate. CONSULTANT will be responsible to COUNTY for the professional quality, adequacy, and completeness of the services, studies, and reports provided, and represents that such services, studies and reports will be suitable for the intended purposes.



CONSULTANT will perform the services provided in this AGREEMENT in a manner consistent with the professional skill and care ordinarily exercised by expert members of the planning, engineering, architectural, and environmental profession practicing in the State of California under similar conditions.

Where applicable and in accordance with California law, the responsible engineer or architect shall sign and seal plans, specifications, estimates, reports and engineering data furnished by him/her.

**24. VITAL PERSONNEL.** Personnel listed in the attached *EXHIBIT E – VITAL PERSONNEL* are considered the vital personnel on the CONSULTANT's project team. The COUNTY's Contract Administrator must be notified of any intended changes to the list and given an opportunity to object and to discuss any concerns or objections. Vital personnel are defined as any CONSULTANT employee or subconsultant that are authorized by CONSULTANT to represent CONSULTANT in dealings with COUNTY.

**25. COMPUTER SERVICES.** CONSULTANT shall provide computer services as shown in the attached *EXHIBIT F – COMPUTER SERVICES*.

**26. PATENT RIGHTS AND COPYRIGHTS.** Applicable patent rights provisions described in 41 CFR 1-9.1 regarding rights to inventions shall apply to this AGREEMENT. COUNTY may permit copyrighting reports or other AGREEMENT products. If copyrights are permitted, then COUNTY shall have the royalty-free non-exclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

**27. OWNERSHIP OF DOCUMENTS.** Tracings, plans, specifications, maps and reports prepared or obtained under the terms of this AGREEMENT shall be delivered to and become the property of COUNTY, and that basic survey notes and sketches, charts, computations, and other data prepared or obtained under this AGREEMENT shall be made available, upon request, to COUNTY without restriction or limitation on their use. COUNTY will indemnify and hold CONSULTANT harmless for any reuse by COUNTY of documents produced under this AGREEMENT for any other projects without the written approval of CONSULTANT. Final reports shall be provided to COUNTY in hardcopy and in electronic Portable Document File (PDF) format. Other electronic files shall be provided in electronic format using standard software.

**28. DISPUTES AND DISPUTE RESOLUTION.** CONSULTANT shall continue with its responsibilities under this AGREEMENT during any dispute. If a dispute arises out of or relating to this AGREEMENT, or the breach of the AGREEMENT, and if the dispute cannot be settled through negotiation, then the PARTIES agree first to try in good faith to settle the dispute by non-binding mediation, to be held in Tulare County, California, before resorting to litigation or some other dispute resolution procedure, unless the PARTIES mutually agree otherwise. The PARTIES

must mutually select the mediator, but in case of disagreement, then the PARTIES will select the mediator by lot from among two nominations provided by each PARTY. The PARTIES will split equally all costs and fees required by the mediator; otherwise each PARTY will bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, then either PARTY may pursue litigation to resolve the dispute.

**29. CONFIDENTIALITY OF DATA.** All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations, which are designated confidential by COUNTY and made available to the CONSULTANT in order to carry out this contract, shall be protected by the CONSULTANT from unauthorized use and disclosure.

Permission to disclose information on one occasion or by public hearing held by COUNTY relating to the contract, shall not authorize the CONSULTANT to further disclose such information, or disseminate the same on any other occasion.

The CONSULTANT shall not comment publicly to the press or any other media regarding the AGREEMENT or COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance of this AGREEMENT, at public hearings or in response to questions from Legislative committee.

The CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this AGREEMENT without prior review of the contents thereof by COUNTY and receipt of COUNTY's written permission.

Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this article.

**30. CONFLICT OF INTEREST.** The CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this AGREEMENT, or any ensuing COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial interest in the outcome of this AGREEMENT, or any ensuing COUNTY construction project, which will follow.

The CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this AGREEMENT.

Any subcontract in excess of \$25,000 entered into as a result of this AGREEMENT, shall contain all of the provisions of this article.

The CONSULTANT hereby certifies that neither the CONSULTANT, its employees, nor any firm affiliated with the CONSULTANT providing services on this project will bid on any

construction contract, or any contract to provide construction inspection for any construction project resulting from this AGREEMENT. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.

Except for subconsultants whose services are limited to providing surveying or materials testing information, no subconsultants who has provided design services in connection with this AGREEMENT shall be eligible to bid on any construction contract, or any contract to provide construction inspection for any construction project resulting from this AGREEMENT.

CONSULTANT agrees that if any facts come to its attention that raise any questions as to the applicability of conflicts of interests laws, then it will immediately inform COUNTY and provide all information needed for resolution of this question

**31. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION.** The CONSULTANT warrants that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion to terminate the AGREEMENT without liability; to pay only for the value of the work actually performed; to deduct from the AGREEMENT price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

**32. PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING.** The CONSULTANT certifies to the best of his or her knowledge and belief that:

a. No state, federal or COUNTY appropriated funds have been paid, or will be paid by or on behalf of the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person

who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

**33. AUDIT REVIEW PROCEDURES.** Any dispute concerning a question of fact arising under an interim or post audit of this AGREEMENT that is not disposed of by agreement, shall be reviewed by COUNTY's Chief Accounting Officer.

Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY's Chief Accounting Officer of unresolved audit issues. The request for review will be submitted in writing.

Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this AGREEMENT.

CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the AGREEMENT, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers. The AGREEMENT, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the AGREEMENT by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the AGREEMENT and disallowance of prior reimbursed costs.

**34. CLAIMS FILED BY CONSTRUCTION CONTRACTOR.** If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's personnel, and additional information or assistance from CONSULTANT's personnel is required in order to evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation with COUNTY's construction contract administration and legal staff and for testimony, if necessary, at depositions and at trial or arbitration proceedings.

CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction contractor claims will be made available on reasonable notice from

COUNTY. Consultation or testimony will be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel services under this AGREEMENT.

Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be performed pursuant to a written contract amendment, if necessary, extending the termination date of this AGREEMENT in order to resolve the construction claims.

Any subcontract in excess of \$25,000 entered into as a result of this AGREEMENT, shall contain all of the provisions of this Article.

**35 FEDERAL ENVIRONMENTAL STANDARDS, ORDERS, AND REQUIREMENTS.** CONSULTANT and COUNTY agree that all work to be performed under this AGREEMENT must comply with all applicable federal environmental standards, orders, or requirements, including, but not limited to, those issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**36. ENERGY EFFICIENCY.** The CONSULTANT and COUNTY agree that all work to be performed under this AGREEMENT must comply with any and all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**37. VALLEY FEVER.** Coccidioidomycosis, also known as "Valley Fever" or "cocci", is a disease caused by Coccidoides fungi which infect the lungs. When the fungus spores present in soil are disturbed, the spores may become airborne and can be inhaled. CONSULTANT is hereby notified that the spores which cause Valley Fever are endemic to Tulare County. Activities which disturb soil or expose workers to dust, such as digging, operating earth-moving equipment, driving vehicles, and working in wind-blown areas, may increase the risk of Valley Fever in workers. Information regarding preventing and recognizing the symptoms of Valley Fever are available from the California Department of Public Health and the California Department of Industrial Relations. Any subcontract entered into as a result of this AGREEMENT shall contain all of the provisions of this article. Any plans and specifications prepared under this AGREEMENT shall also contain the provisions of this article.

**38. LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for COUNTY, that COUNTY shall have the right to terminate this AGREEMENT under the termination provisions of this AGREEMENT.

**39. FUNDING REQUIREMENTS.** It is mutually understood between the PARTIES that this AGREEMENT may have been written before ascertaining the availability of funds or appropriation of funds, for the mutual benefit of both PARTIES, in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made.

This AGREEMENT is valid and enforceable only if sufficient funds are made available to COUNTY for the purpose of this AGREEMENT. In addition, this AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions, terms, or funding of this AGREEMENT in any manner .

It is mutually agreed that if sufficient funds are not appropriated, this AGREEMENT may be amended by mutual agreement to reflect any reduction in funds or terminated in accordance with the termination provision of this AGREEMENT.

**40. SAFETY.** CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests at all times while working on the construction project site.

Pursuant to authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public from injury and damage from such vehicles.

Any subcontract entered into as a result of this AGREEMENT, shall contain all of the provisions of this Article.

**41. DEBARMENT AND SUSPENSION.** CONSULTANTs signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct with the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosure must indicate to whom exceptions apply, initiating agency, and dates of action.

**42. NATIONAL LABOR RELATIONS BOARD CERTIFICATION.** In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury that

no more than one final unappeasable finding of contempt of court by a federal court has been issued against CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations Board.

**43. INSPECTION OF WORK.** CONSULTANT and any subconsultant shall permit COUNTY and the State of California to review and inspect the project activities and files at all reasonable times during the performance period of this AGREEMENT including review and inspection on a daily basis.

**44. SUBMITTING FALSE CLAIMS; MONETARY PENALTIES:** Under applicable federal and state law, if CONSULTANT submits a false claim to COUNTY under this Agreement, then CONSULTANT will be liable to COUNTY for the statutory penalties set forth in those statutes, including but not limited to statutory fines, treble damages, costs, and attorneys' fees. CONSULTANT will be deemed to have submitted a false claim to COUNTY if CONSULTANT:

- (a) Knowingly presents or causes to be presented to COUNTY a false claim or request for payment or approval;
- (b) Knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by COUNTY;
- (c) Conspires to defraud COUNTY by getting a false claim allowed or paid by COUNTY;
- (d) Knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to COUNTY;  
or
- (e) Is a beneficiary of an inadvertent submission of a false claim to COUNTY, later discovers the falsity of the claim, and fails to disclose the false claim to COUNTY within a reasonable time after discovery of the false claim.

**45. EVALUATION OF CONSULTANT.** CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the AGREEMENT record.

**46. OPTION.** In consideration of this AGREEMENT, CONSULTANT hereby grants COUNTY an option to extend the services provided under this AGREEMENT as provided in *EXHIBIT G - OPTION*.

**47. ORDER OF PRECEDENCE:** In the event of any conflict or inconsistency among or between this Agreement, and any Exhibit, Schedule, or Attachment, the terms and conditions of this Agreement shall prevail.

**48. DRUG-FREE WORKPLACE POLICY:** CONSULTANT acknowledges that under the Federal Drug-Free Workplace Act of 1989 and the California Drug-Free Workplace Act of 1990, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on COUNTY premises. CONSULTANT agrees that any violation of this prohibition by CONSULTANT, its employees, agents, or assigns will be deemed a material breach of this Agreement.

**49. RECYCLING CERTIFICATION:** The CONSULTANT shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code section 12200, in products, materials, goods, or supplies offered or sold to the COUNTY regardless of whether the product meets the requirements of Public Contract Code section 12209. With respect to printer or duplication cartridges that comply with the requirements of Public Contract Code section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §22152). For printing contracts, the paper used shall meet the recycled content requirements of Public Contract Code section 12209.

**50. AUTHORITY:** CONSULTANT represents and warrants that the individual(s) signing this Agreement are duly authorized and have legal capacity to sign this Agreement. CONSULTANT represents and warrants to COUNTY that the signing of the Agreement and the performance of CONSULTANT'S obligations under this Agreement have been duly authorized and that the Agreement is a valid and legal agreement binding on CONSULTANT and enforceable in accordance with its terms.

**51. COUNTERPARTS:** The PARTIES may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

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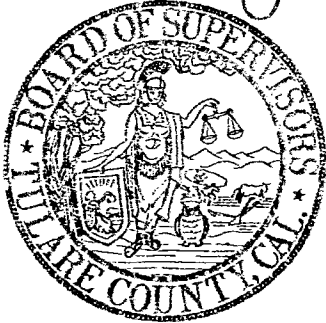
THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By [Signature]  
Chairman, Board of Supervisors

ATTEST: Michael C. Spata  
County Administrative Officer/  
Clerk of the Board of Supervisors

By [Signature]  
Deputy Clerk



CONSULTANT

By [Signature]  
Name: Ben P. Horn, PE  
Title: Managing Engineer, AECOM

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_, AECOM

[Pursuant to Corporations Code section 313, County policy requires that contracts with a **Corporation** be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a **Limited Liability Company** be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

Approved as to Form  
County Counsel

By [Signature]  
Deputy  
# 2017 1397

# ***EXHIBIT A***

## ***SCOPE OF WORK***

AECOM will provide the following scope of work on a time and materials basis at a not to exceed cost of the total contract amount. Each task listed below is provided with a description of work and an estimated budget. Though it is the intent of AECOM to accomplish each task within each estimated budget, it is understood that the total contract amount is not to be exceeded without authorization by Tulare County. A spread sheet showing deliverables and effort for each task described below has been provided to Tulare County under separate cover.

### **Task 1 –Project Feasibility Report**

AECOM will prepare a Project Feasibility Report (Report) that evaluates and makes recommendations for the following:

1. Availability of existing rights-of-way to serve the project.
2. Review of the existing and proposed service boundary.
3. Conformance with the Tulare County General Plan and Traver Community Plan.
4. Net present value of a gravity sewer collection system verses a pressure force main.
5. Review of current Waste Discharge Requirements (WDRs) and discuss what new effluent limits might be required in the future.
6. Confirm right of way needed for project.
7. Based on Regional Board requirements and on treatment goals established by Tulare County for this project, AECOM will analyze requirements and treatment options using non- monetary parameters (i.e. efficiency, resiliency, redundancy, expandability, ease to operate and maintain, constructability, etc.) and monetary criteria (i.e. capital, operating maintenance, and life cycle costs). Options evaluated shall include:
  - a) BIOLAC® as manufactured by Parkson Corporation
  - b) Pre-engineered package treatment plant

A draft version of the report will be provided the County for its review. It is understood that the County will provide copies to stakeholders and solicit their comments. Feedback will be incorporated into the final version of the report.

As part of this task, AECOM's PM and key technical leads (if required) will attend up to two community outreach meetings.

#### **Deliverables:**

- ❖ Five (5) hard copies and PDF copy of the Draft Project Feasibility Report
- ❖ Eight (8) hard copies and PDF copy of the Final Project Feasibility Report

#### **Assumptions:**

- ❖ Comments by County staff and stakeholders on the Draft Project Feasibility Report are assumed to be received not more than ten (10) working days after submittal, with direction regarding the treatment and collection system provided not more than three (3) working days after submittal.
- ❖ Feedback from community outreach meetings can only be incorporated into the final version of the report if they are scheduled during the review period.
- ❖ Review of existing rights-of-way will be based upon documents publically available from the County Surveyor's Office.

**The estimated budget for this task is \$48,000.**

## Task 2 – Update Sewer System Management Plan

### Task 2.1 – Sewer System Management Plan

It is assumed that the County will update the existing Sewer System Management Plan to include changes resulting from this project. AECOM will assist County staff in this effort by reviewing the current Waste Discharge Requirements, answering technical questions, conducting research, and preparing exhibits.

**The estimated budget for this task is \$5,000.**

## Task 4 – Survey and Geotechnical Work

### Task 4.1 – Topographic Survey

AECOM has retained Wiley D. Hughes Surveying, Inc. to provide a topographic survey for the collection system improvements and WWTP property. Ground survey enhanced with a rectified aerial photograph background will be provided for the entire project. Survey will be tied to State Plane coordinates and NAV88 bench marks unless otherwise directed. At the County's request, a boundary survey of the WWTP property will also be performed.

**The Estimated budget for this task is \$35,061.**

### Task 4.2 – Geotechnical Investigation

AECOM has retained BSK Associates to conduct a geotechnical investigation for the project. Borings are planned along the pipeline route from the plant to the Old State 99 route. At the plant site, borings will be performed at locations of all major structures, and where required for ponds and other site civil work. This investigation will include evaluation of soil conditions along the proposed pipeline alignments and at the WWTP, including addressing sugar-sand conditions.

**The estimated budget for this task is \$20,939.**

## Task 5 – Construction Documents

### Task 5.1 – Preparation of Plans & Specifications

AECOM will prepare construction plans and technical specifications for both the collection system and WWTP improvements as described in Task 1 to a level acceptable for grant funding per the requirements of the public contract code. If the project is for a package treatment plant, the plans and specifications will be prepared to a 90% level. If the project is for a Biolac system, the plans will be prepared to a 60% level. The engineer's opinion of probable construction costs will also be provided.

#### Deliverables:

- ✦ PDF and DWG of the Topographic Survey
- ✦ PDF copy of the Geotechnical Investigation Report.
- ✦ Four (4) hard copies and PDF of the 50% Draft Construction Plans.
- ✦ Five (5) hard copies and PDF of the 90% Draft Construction Plans, Technical Specifications, and cost estimate if for a Package system, 60% if for a Biolac system.

#### Assumptions:

- ✦ Only technical specifications and assistance in preparing the bid form are included in this scope of work. It is assumed the County will provide front-end documents.
- ✦ Comments by County staff on the draft 50% draft construction documents are assumed to be received not more than two (2) working days after the submittal. To expedite the time frame,

AECOM suggests receiving the comments in face to face meetings.

- ❖ Comments by County staff on the draft 90% draft construction documents for package system or 60% draft construction documents for a Biolac system are assumed to be received not more than ten (10) working days after the submittal.

**The estimated budget for this task is \$250,000.**

## Task 6 – Preparation of Environmental Documents

### Task 6.1 – Assistance in Preparing Environmental Documents

The County will prepare environmental documents in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). AECOM will assist County staff in this effort by answering technical questions, conducting research, and preparing exhibits as requested.

**The estimated budget for this task is \$4,000.**

### Task 6.2 – Prepare Report of Waste Discharge

Because the process at the existing WWTP will change, the Regional Water Quality Control Board (RWQCB) will require new WDRs be issued. AECOM will prepare a Report of Waste Discharge and an application to RWQCB for new WDRs. The assigned team understands the process and has worked with the Regional Board on past projects.

#### Deliverables:

- ❖ PDF copy of Report of Waste Discharge
- ❖ PDF copy of Waste Discharge Requirements/NPDES Permit

#### Assumptions:

- ❖ It is assumed that a Title 22 Engineering Report will not be required.
- ❖ County staff will assist AECOM in obtaining data and answering questions as applies to work that the County is preparing (e.g., sewer system management plan, rate study, CEQA, etc.).
- ❖ AECOM will coordinate with RWQCB, but cannot guarantee timeliness of their response on new WDR's and NPDES permit. RWQCB schedules are outside the control of AECOM.

**The estimated budget for this task is \$15,000.**

### Task 6.3 – Assistance in Preparation of Permits

The County will prepare permits as needed for the construction of the wastewater treatment plant and for construction of the collection system improvements. AECOM will assist by providing technical assistance as requested.

**The estimated budget for this task is \$8,000.**

## Task 7 – Rate Study

It is assumed that the County will prepare a Rate Study in accordance with Proposition 218 requirements. AECOM will assist County staff in this effort by answering technical questions and by preparing an exhibit to demonstrate operational, maintenance and replacement costs of assets.

**The estimated budget for this task is \$3,000.**

## Task 9 – Community Outreach

It is understood that County staff will organize and plan community outreach meetings in Traver to inform the public of the proposed project and solicit feedback. AECOM will attend one meeting and be available

to answer questions or, if requested, deliver a portion of the presentation. This effort will be to prepare for the meeting by preparing slides or assisting Tulare County in the technical aspects of the presentation.

***The estimated budget for this task is \$2,000.***

#### Task 10 – Preparation of CWSRF Construction Application

It is assumed that the County will prepare the Clean Water State Revolving Fund (CWSRF) construction application for the project. AECOM will assist County staff in this effort by answering technical questions, conducting research, and preparing exhibits.

***The estimated budget for this task is \$4,000.***

#### Assumptions

- ✦ **Reuse:** Any reuse of Consultant prepared Work, except for the specific purposes intended hereunder, will be at County's sole risk and without liability or legal exposure to Consultant or its sub-consultants.
- ✦ **Safety:** County agrees that in accordance with generally accepted construction practices, the construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the Project, including safety of all persons and property, and that this requirement shall be made to apply continuously and not be limited to normal working hours. Consultant shall not have control over or charge of, and shall not be responsible for, construction means, methods, techniques, sequences or procedures, as these are solely the responsibility of the construction contractor. Consultant shall not have the authority to stop the work of the construction contractor. In no event shall Consultant be liable for the acts or omissions of any construction contractors, their subcontractors, any of their agents or employees, or any other persons or entities performing any work related to this project, or for the failure of any them to carry out construction work under contract with the County.
- ✦ **Contractor Indemnification / Additional Insured Status:** County agrees to obtain and maintain for the benefit of Consultant the same indemnities and insurance benefits obtained for the protection of County from any contractor or subcontractor working on the project and shall obtain from that contractor or subcontractor insurance certificates evidencing Consultant as an additional named insured.
- ✦ **Entitled to Rely:** Consistent with the professional standard of care and unless otherwise specifically provided herein, Consultant shall be entitled to rely upon the accuracy of data and information provided by County or others without independent review or evaluation.
- ✦ **Opinions of Construction Cost:** Any Opinion of the Construction Cost prepared by Consultant represents its judgment as a Consultant and is supplied for the general guidance of County. Since Consultant has no control over the cost of labor and material, or over competitive bidding or market conditions, Consultant does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to County.
- ✦ **Hazardous Materials:** Notwithstanding anything in this Agreement, Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to persons to hazardous materials in any form, at the Project Site.

# ***EXHIBIT B***

## ***PROJECT SCHEDULE***

Submission of Draft Feasibility Report	October 15, 2017
Submission of 30% Plans	November 7, 2017
Submission of 60% or 90% Plans*	November 28, 2017
Submission of Final Feasibility Report	December 8, 2017
CWSRF Construction Application	December 20, 2017

\*Plans will be at 90% completion level for package unit based wastewater treatment designs and 60% completion level for other treatment processes

# ***EXHIBIT C***

## ***SCHEDULE OF FEES***

### **AECOM**

**(BAKERSFIELD OFFICE)**

**FEE SCHEDULE FOR PROFESSIONAL SERVICES**

**Effective September 1, 2017**

#### **Engineers, Planners, Architects, Scientists:**

Principal Engineer	\$225.00 per hour
Senior II Engineer	\$200.00 per hour
Senior I Engineer	\$185.00 per hour
Process Engineer	\$280.00 per hour
Senior Process Engineer	\$225.00 per hour
Principal Electrical Engineer	\$250.00 per hour
Associate Civil or Electrical Engineer	\$150.00 per hour
Assistant Engineer	\$130.00 per hour
Student Intern	\$70.00 per hour

#### **Technical Support Staff:**

Designer	\$150.00 per hour
Senior Design CADD Operator	\$110.00 per hour
Drafter/CADD Operator	\$100.00 per hour
Clerical/General Office	\$75.00 per hour

#### **Sub Consultants, Services, Supplies and Mileage:**

Sub Consultants	Cost + 5%
Outside Reproduction and Services	Cost + 10%
Inside copying and supplies	Cost
Mileage	IRS Rate

# ***EXHIBIT D***

## **PROFESSIONAL SERVICES CONTRACTS** **INSURANCE REQUIREMENTS**

CONSULTANT shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONSULTANT, his agents, representatives, employees and subcontractors, if applicable.

### **A. Minimum Scope & Limits of Insurance**

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONSULTANT has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONSULTANT's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

### **B. Specific Provisions of the Certificate**

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONSULTANT must submit endorsements to the General Liability reflecting the following provisions:
  - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONSULTANT including material, parts, or equipment furnished in connection with such work or operations.*
  - b. *For any claims related to this project, the CONSULTANT's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.*
  - c. *CONSULTANT hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTPR may acquire against the county by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may*



*be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

*d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either PARTY, except after written notice has been provided to the County.*

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONSULTANT, its employees, agents and sub-contractors. CONSULTANT waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

### **C. Deductibles and Self-Insured Retentions**

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

### **D. Acceptability of Insurance**

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

### **E. Verification of Coverage**

Prior to approval of this Agreement by the COUNTY, the CONSULTANT shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

# EXHIBIT E

## VITAL PERSONNEL

Organization	Name	Position	Email	Office Phone	Mobile
AECOM	Ben Horn, PE	Principal-in-Charge	ben.horn@aecom.com	661.283.2323	661.332.1604
AECOM	Bill Black, PE	Project Manager	william.black@aecom.com	661.283.2323/2351(dir.)	661.333.4870
AECOM	Nick Cooper, PE	Lead Wastewater Treatment	Nick.Cooper@aecom.com	714.567.2630	714.270.5939
AECOM	Dan Cronquist,	Civil Engineer	daniel.cronquist@aecom.com	661.283.2331	661.932.4155
AECOM	Ufuk Erdal	Wastewater Treatment	Ufuk.Erdal@aecom.com	714-689-7238	
AECOM	Tyler N Hunt	Civil Engineer	tyler.hunt@aecom.com	805-764-4067	559.470.7125
AECOM	Monique Roberts	Lead Civil Engineer	monique.roberts@aecom.com	661-283-2349	661.858.4068
AECOM	Kunal Raithatha	Instrumentation	kunal.raithatha@aecom.com	805-764-4050	
AECOM	Allen Randall	Electrical	allen.randall@aecom.com	714-567-2631	
AECOM	James Gardner	Wastewater Treatment	james.gardiner@aecom.com	661-283-2330	661.303.3426
AECOM	David Scherschel	Structural	dave.scherschel@aecom.com	714-567-2716	
Hughes Surveying	Wiley Hughes	Land Surveying	wiley@hughessurveying.com	661.834.1492	
Arrowhead Mapping Corp	Steve Dillon	Aerial Photogrammetry	arrowmapco@aol.com	909.889.2420	909.224.6959
BSK	On Man Lao	Geotechnical Engineering	olau@bskassociates.com	661.327.0671	661.949.0391

***EXHIBIT F***  
***COMPUTER SERVICES***

<b>Item</b>	<b>Format/Denotation</b>
Computer Aided Drafting	Auto Cad
Word Processing	MS Word
Spreadsheet	MS Excel
Project Schedule	MS Excel or MS Project
Final Reports	Portable Document File (PDF)

***EXHIBIT G***

***OPTION***

**(Attached)**

**OPTION TO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES FOR  
TRAVER COMMUNITY WASTEWATER SYSTEM IMPROVEMENTS  
PLANNING STUDY AND DESIGN**

THIS OPTION to Tulare County Agreement No. \_\_\_\_\_ (the "AGREEMENT") is entered into as of \_\_\_\_\_, between the COUNTY OF TULARE, referred to as "COUNTY", and AECOM TECHNICAL SERVICES, INC., referred to as "CONSULTANT", with reference to the following:

- A. COUNTY is the lead agency on a planning study to improve the wastewater collection and treatment within the community of Traver (the "STUDY"); and
- B. COUNTY entered into the AGREEMENT with CONSULTANT to assist COUNTY with the STUDY; and
- C. The COUNTY intended to use the STUDY to apply for construction funding to build the improvements recommended by the STUDY; and
- D. The AGREEMENT included the preparation of 60% or 90% construction documents depending on the method of wastewater treatment selected by CONSULTANT; and
- E. The COUNTY now wishes to have CONSULTANT further develop the construction documents to be suitable to issue for construction of the improvements identified in the STUDY and selected by COUNTY.

ACCORDINGLY, IT IS AGREED:

- 1. All terms and conditions of the AGREEMENT shall remain in full force and effect unless expressly modified by the provisions of this OPTION.
- 2. Provision 2, TIME FOR PERFORMANCE/TERM, shall be modified and the termination date of this AGREEMENT shall be extended from April 30, 2018 to the date eight (8) months after the effective date of this OPTION. The remainder of Provision 2, TIME FOR PERFORMANCE/TERM, shall remain in full force and effect.
- 3. **Task 5.1 – Preparation of Plans & Specifications** of *EXHIBIT A – SCOPE OF WORK* is amended to add the following:
  - Completion of 100% draft construction plans and specifications and related project deliverables, including PDF and five (5) hard copies of the plans and specifications.
  - Completion of plans and specifications to Issue for Construction (IFC) and related project deliverables, including PDF copies of the plans and specifications.

4. The total amount payable to CONSULTANT by COUNTY for work performed under this OPTION, including all expenses, shall not exceed \$50,000.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

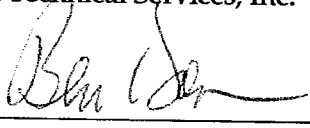
COUNTY OF TULARE

By \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST: \_\_\_\_\_  
County Administrative Officer/  
Clerk of the Board of Supervisors

By \_\_\_\_\_  
Deputy Clerk

CONSULTANT  
AECOM Technical Services, Inc.

By   
Name: Ben P. Horn, PE  
Title: Managing Engineer, AECOM

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

Approved as to Form  
County Counsel

By \_\_\_\_\_  
Deputy

**OPTION TO AGREEMENT FOR ENGINEERING CONSULTANT SERVICES FOR  
TRAVER COMMUNITY WASTEWATER SYSTEM IMPROVEMENTS  
PLANNING STUDY AND DESIGN**

THIS OPTION to Tulare County Agreement No. 2810101 (the "AGREEMENT") is entered into as of June 12, 2018, between the COUNTY OF TULARE, referred to as "COUNTY", and AECOM TECHNICAL SERVICES, INC., referred to as "CONSULTANT", with reference to the following:

- A. COUNTY is the lead agency on a planning study to improve the wastewater collection and treatment within the community of Traver (the "STUDY"); and
- B. COUNTY entered into the AGREEMENT with CONSULTANT to assist COUNTY with the STUDY; and
- C. The COUNTY intended to use the STUDY to apply for construction funding to build the improvements recommended by the STUDY; and
- D. The AGREEMENT included the preparation of 60% or 90% construction documents depending on the method of wastewater treatment selected by CONSULTANT; and
- E. The COUNTY now wishes to have CONSULTANT further develop the construction documents to be suitable to issue for construction of the improvements identified in the STUDY and selected by COUNTY.

ACCORDINGLY, IT IS AGREED:

- 1. All terms and conditions of the AGREEMENT shall remain in full force and effect unless expressly modified by the provisions of this OPTION.
- 2. Provision 2, TIME FOR PERFORMANCE/TERM, shall be modified and the termination date of this AGREEMENT shall be extended from April 30, 2018 to the date eight (8) months after the effective date of this OPTION. The remainder of Provision 2, TIME FOR PERFORMANCE/TERM, shall remain in full force and effect.
- 3. Task 5.1 – Preparation of Plans & Specifications of EXHIBIT A – SCOPE OF WORK is amended to add the following:
  - Completion of 100% draft construction plans and specifications and related project deliverables, including PDF and five (5) hard copies of the plans and specifications.
  - Completion of plans and specifications to Issue for Construction (IFC) and related project deliverables, including PDF copies of the plans and specifications.

4. The total amount payable to CONSULTANT by COUNTY for work performed under this OPTION, including all expenses, shall not exceed \$50,000.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By [Signature]  
Chairman, Board of Supervisors

ATTEST: Michael C. Spitzer  
County Administrative Officer/  
Clerk of the Board of Supervisors

By Mary Rowello  
Deputy Clerk



CONSULTANT  
AECOM Technical Services, Inc.

By [Signature]  
Name: Ben P. Hom, PE  
Title: Managing Engineer

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

Approved as to Form  
County Counsel

By [Signature]  
Deputy

# 20171397



**SECOND AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 28298**

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**THIS SECOND AMENDMENT** (“Amendment”) to Tulare County Agreement Number 28298 (the “Agreement”) is entered into by and between the **COUNTY OF TULARE** (“COUNTY”) and **AECOM TECHNICAL SERVICES, INC.** (“CONTRACTOR”) as of 11/16, 2018, with reference to the following:

- A. The COUNTY and CONTRACTOR entered into the Tulare County Agreement 28298 on September 12, 2017 for the purpose of providing consulting services for the Traver Community Wastewater System Improvements Planning Study and Design; and
- B. June 12, 2018, COUNTY and CONTRACTOR entered into an Option to Agreement (Tulare County Agreement 28661) to allow additional time for CONSULTANT to perform additional services regarding construction plans and specifications; and
- C. COUNTY and CONTRACTOR now wish to amend the Agreement in order to extend the term thereof.

**ACCORDINGLY, COUNTY and CONTRACTOR** agree as follows:

- 1. Provision 2, TIME FOR PERFORMANCE/TERM, shall be modified and the termination date shall be extended to and through March 31, 2019. The remainder of Provision 2, shall remain in full force and effect.
- 2. This SECOND AMENDMENT becomes effective upon its execution by the Board of Supervisors.
- 3. Except as provided above, all other terms and conditions of the Agreement shall remain in full force and effect.

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**SECOND AMENDMENT TO  
TULARE COUNTY AGREEMENT NO. 28298**

**THE PARTIES**, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

**AECOM TECHNICAL SERVICES, INC.**

Date 10/17/18

By 

Print Name Ben P. Horn, PE

Title Managing Engineer

Date \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

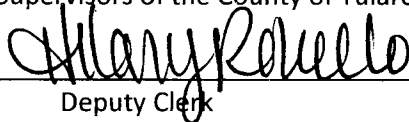
[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract.]

**COUNTY OF TULARE**

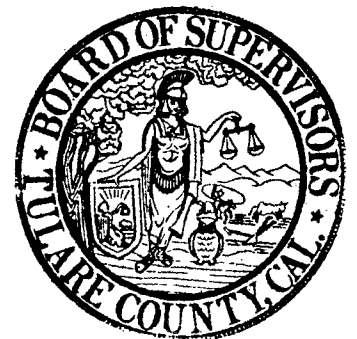
Date 11/6/2018

By   
Chairman, Board of Supervisors


ATTEST: JASON T BRITT  
County Administrative Officer/Clerk of the Board  
of Supervisors of the County of Tulare

By   
Deputy Clerk

Date: 11/6/2018



Approved as to Form:  
County Counsel

By   
Deputy

Date: October 18, 2018

Matter # 2017-1397