



PROFESSIONAL ARCHITECTURAL AND ENGINEERING CONSULTANT SERVICES
AGREEMENT FOR
ADMINISTRATIVE OFFICE SECOND FLOOR EXPANSION ARCHITECTURAL SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____, 2026, by and between the South Bayside Waste Management Authority, hereinafter referred to as "AGENCY," and _____ with offices at _____, hereinafter referred to as "CONSULTANT".

WITNESSETH

WHEREAS, AGENCY desires certain professional CONSULTANT services hereinafter described; and

WHEREAS, AGENCY desires to engage CONSULTANT to provide these services by reason of its qualifications and experience for performing such services and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein:

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

1.1 AGENCY CLERK

The term "Agency Clerk" means the duly appointed Clerk of the Board for South Bayside Waste Management Authority, California, or her designated representative.

1.2 EXECUTIVE DIRECTER

The term "Executive Director" means the duly appointed Executive Director of South Bayside Waste Management Authority, California, or designated representative.

1.3 PROJECT

The term "project" means the work described in Exhibit "A" entitled "Statement of Consultant Services" attached hereto and made a part hereof.

SECTION 2 – ATTACHMENTS

2.1 EXHIBIT "A" – STATEMENT OF CONSULTANT SERVICES

The Statement of CONSULTANT Services identifies the scope of the project and CONSULTANT services.

2.2 EXHIBIT "B" – WORK DONE BY OTHERS

Work done by others shall identify all work that is necessary to complete the project but which is not considered part of the work provided by CONSULTANT.

2.3 EXHIBIT "C" – PROJECT SCHEDULE

The Project Schedule is the time frame required by CONSULTANT to complete the work described in EXHIBIT "A" – STATEMENT OF CONSULTANT SERVICES.

2.4 EXHIBIT "D" - SCHEDULE OF COSTS

Schedule of Costs details CONSULTANT'S negotiated fee.

2.5 EXHIBIT "E" – KEY CONSULTANT STAFF AND SUBCONSULTANTS

The CONSULTANT staffing and subconsultants exhibit provides a list of key personnel to be dedicated to subject project, including list of all subconsultants.

2.6 EXHIBIT "F" – INSURANCE FORMS

SECTION 3 – PROJECT COORDINATION

3.1 AGENCY

_____, is hereby designated as the PROJECT MANAGER for the AGENCY and shall supervise the progress and execution of this Agreement.

3.2 CONSULTANT

CONSULTANT shall assign a single PRINCIPAL IN CHARGE to have overall responsibility for the progress and execution of this Agreement for CONSULTANT and shall represent CONSULTANT during the day-to-day work on the Project. _____, hereby is designated as the PRINCIPAL IN CHARGE for CONSULTANT. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PRINCIPAL IN CHARGE for any reason the PRINCIPAL IN CHARGE designee shall be subject to the prior written approval of AGENCY.

SECTION 4 – SCOPE OF PROJECT

4.1 The Project for which services are being provided is for architectural services for Office 41 project.

4.2 The Scope of Work to be executed by CONSULTANT shall be as described in Exhibit "A" – Statement of Consultant Services, attached hereto and made a part hereof; performance of which shall be in compliance with requirements stated hereinafter.

SECTION 5 – GENERAL PROVISIONS

5.1 RESPONSIBILITIES OF THE CONSULTANT

a. CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all studies, reports, designs, drawings, specifications and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation correct or revise any negligent errors or deficiencies in its studies, reports, designs, 4 drawings, specifications and other services.

b. It is mutually understood and agreed by and between the parties hereto that CONSULTANT is skilled in the professional calling necessary to perform the work agreed to be done hereunder

and that AGENCY relies upon the skill of CONSULTANT to do and perform the work in a skillful, professional manner and CONSULTANT agrees to thus perform the work. Approval by AGENCY of drawings, designs, specifications, and other incidental architectural engineering work or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for the technical accuracy of the work. CONSULTANT shall be and remains liable to AGENCY in accordance with applicable law for all damages to AGENCY caused by CONSULTANT'S negligent performance of any of the services furnished under this Agreement.

c. Where a negligent error and/or omission occurs that is attributable to the CONSULTANT and that negligent error and/or omission causes a delay of time and/or additional costs, the CONSULTANT shall assume the responsibilities for costs, caused by damages associated with that error and/or omission. Additionally, CONSULTANT shall defend and indemnify, to the fullest extent permitted by law, the AGENCY in regard to any and all claims submitted by the contractor due to CONSULTANT'S error.

d. CONSULTANT'S key personnel to be dedicated to the subject project are shown in Exhibit "E". Any subsequent changes to this list shall be subject to approval by AGENCY.

5.2 CHANGES

a. AGENCY may, at any time, by written agreement make changes within the general scope of work in services to be performed. If such changes cause an increase or decrease to CONSULTANT'S fees, an equitable adjustment shall be made subject to approval by both AGENCY and CONSULTANT and the agreement shall be modified in writing. Equitable adjustments shall be made pursuant to the CONSULTANT'S fee schedule attached hereto as Exhibit "D" and incorporated by this reference. No added compensation for changes resulting from CONSULTANT'S errors and/or omissions shall be allowed and such services shall be considered as included within the base scope of work.

b. CONSULTANT shall not be entitled to equitable adjustments for added construction administration services due to errors and/or omissions of the CONSULTANT. To the extent that construction is extended for reasons not attributable to CONSULTANT'S errors and/or omissions, the CONSULTANT'S fees for construction administration shall be adjusted per the schedule of charges in Exhibit "D".

c. No services for which an additional cost or fee will be charged by CONSULTANT shall be performed or furnished without prior written agreement of AGENCY.

5.3 TERMINATION

a. AGENCY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time, either for AGENCY'S convenience or because of the failure of CONSULTANT to fulfill its agreement obligations. Upon receipt of such notice CONSULTANT shall:

1. Immediately discontinue all services affected (unless the notice directs otherwise);
and

2. Deliver to AGENCY all data, drawings, specifications, reports, estimates, and summaries and such other information and materials as may have been accumulated by CONSULTANT in performing this Agreement, whether completed or in process.

b. If the termination is for the convenience of AGENCY, CONSULTANT shall be compensated for all authorized work performed prior to notification of termination but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to the failure of CONSULTANT to fulfill its agreement obligations, AGENCY may take over the work and prosecute the same to completion by agreement or otherwise. In such case, CONSULTANT shall be liable to AGENCY for any additional cost occasioned to AGENCY.

d. If, after any notice of termination for failure to fulfill Agreement obligations, it is determined that CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of AGENCY. In such event, adjustment in the Agreement price shall be made as provided in paragraph (b) of this clause.

e. CONSULTANT may terminate this Agreement upon thirty (30) days written notice to AGENCY, but only in the event of substantial failure of performance by AGENCY or in the event AGENCY abandons or indefinitely postpones the Project.

f. Upon termination of this Agreement or suspension of work on the project by either AGENCY or CONSULTANT, all duties of AGENCY and CONSULTANT as set forth in Sections 5.1 and 5.2 herein above shall terminate.

5.4 SUBCONSULTANTS

a. Subconsultants required by CONSULTANT in connection with the services covered by the Agreement will be limited to such individuals or firms as were specifically identified in Exhibit "E". Any substitution or additions in such subconsultants will be subject to the prior written approval of AGENCY.

b. CONSULTANT shall be responsible for employing or engaging all persons and subconsultants necessary to perform the services of the CONSULTANT hereunder and shall be responsible for the performance of their work. No subconsultant of CONSULTANT will be recognized by AGENCY as such. CONSULTANT shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subconsultants, if any, and shall keep the work under its control. If any employee or subconsultant of CONSULTANT fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner he or she shall be discharged immediately from the work under this Agreement on demand of AGENCY.

5.5 REQUIREMENTS FOR REGISTRATION OF DESIGNERS

The design of architectural, structural, plumbing and mechanical, electrical, civil or any other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered in the State of California to practice in their particular professional field. Plans, design calculations and reports shall be stamped and signed.

5.6 HEALTH AND SAFETY CODE

CONSULTANT represents that it is aware of the requirements of the Government Code and Health and Safety Code of the State of California relating to access to public facilities and accommodations for physically handicapped persons, and relating to facilities for handicapped persons. In accordance with the professional standard of care, CONSULTANT shall comply with such provisions in carrying out the terms of this agreement.

5.7 DESIGN WITHIN FUNDING LIMITATIONS

a. CONSULTANT shall accomplish the services required under this Agreement so as to permit the award of a contract for the construction of the facilities designed at a price that does not exceed the final estimated construction cost prepared prior to the call for bids. The design shall be economically feasible and aesthetically pleasing to the community. If the lowest responsible bid for the Project received by AGENCY exceeds the final estimated construction cost prepared prior to the call for bids by 10% or more, AGENCY shall, at its sole and exclusive discretion:

1. Give written approval of an increase in such fixed limit; or
2. Authorize rebidding of the Project within a reasonable time; or
3. Cooperate with CONSULTANT in revising the Project scope and quality as required to reduce the construction cost. In the case of (3), CONSULTANT shall, without additional charge, perform such redesign and other services as necessary to bring the construction cost within the fixed limit, provided the construction contract is bid within 6 months of final design submittal.

b. CONSULTANT will promptly advise AGENCY in writing if it finds that the Project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a suitable facility within these limitations. AGENCY may authorize a change in the scope of the Project as required to reduce the estimated construction cost or alternate bid items may be included to adjust the estimated construction cost to the fixed limit and CONSULTANT shall perform such services as part of the base contract scope of services without additional compensation from AGENCY.

c. Statements of probable construction cost and detailed final estimate of construction cost prepared by CONSULTANT represents its best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither CONSULTANT nor AGENCY has any control over the cost of labor, materials or equipment, contractors' methods of determining bid prices, competitive bidding, or market conditions. Accordingly CONSULTANT cannot and does not guarantee that bids will not vary from any statement of probable construction cost or other cost estimate prepared by it. Provided, however, this paragraph 5.7(c) does not affect CONSULTANT'S obligations set forth in paragraph 5.7(a) and 5.7(b).

d. The construction cost shall be the total cost or estimated cost to the AGENCY of all elements of the Project designed or specified by CONSULTANT.

e. The construction cost shall include the cost at current market rates of labor and materials furnished by the AGENCY and equipment designed, specified, selected or specially provided for

by CONSULTANT, plus a reasonable allowance for CONSULTANT'S overhead and profit. In addition, a reasonable allowance for contingencies shall be included for market conditions at the time of bidding and for changes in the Work during construction.

f. Construction cost does not include the compensation of CONSULTANT and CONSULTANT'S consultants, the costs of the land, rights-of-way, financing or other costs which are the responsibility of the AGENCY.

5.8 GENERAL STATEMENT OF CONSULTANT SERVICES

As may be necessary to accomplish the work described in Exhibit "A" – Statement of Consultant Services, CONSULTANT shall prepare and furnish to AGENCY, complete and ready for use, all necessary studies, reports, preliminary sketches, estimates, working records and other drawings (including large scale details as required), and specifications; shall check shop drawings furnished by the construction contractor; shall furnish consultation and advise as requested by AGENCY during construction (but not including the supervision of the construction work); and shall furnish all other architectural and engineering services; including, without limitations, those specified hereinafter and required in connection with the accomplishment of AGENCY projects. It is agreed without limiting the generality of the foregoing that:

- a. CONSULTANT shall attend conferences with AGENCY, which include evening meetings with the Fire Board, at critical phases of the work as necessary to accomplish the Project.
- b. CONSULTANT shall without additional fee, correct or revise the drawings, specifications or other materials furnished under this Agreement if AGENCY finds that such revision is necessary to correct errors or deficiencies for which CONSULTANT is responsible.
- c. CONSULTANT shall perform any other services that may be agreed upon by the parties subsequent to the execution of this Agreement.
- d. If requested in writing by AGENCY, CONSULTANT shall provide one or more project representatives to assist AGENCY in the inspection of the construction contract progress. The fee for this service shall be subject to future negotiations.
- e. Unless otherwise provided in this Agreement, CONSULTANT and CONSULTANT'S consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- f. CONSULTANT shall have the right to include representation of the design of the Project, including photographs of the exterior and interior, among CONSULTANT'S promotional and professional materials. CONSULTANT'S materials shall not include the AGENCY'S confidential or proprietary information if the AGENCY has previously advised CONSULTANT in writing of the specific information considered by the AGENCY to be confidential or proprietary. The AGENCY shall provide professional credit for CONSULTANT on the construction sign and in the promotional materials for the Project.

SECTION 6 – COMPENSATION PROVISIONS

Payment shall be made by AGENCY only for services rendered and upon submission of monthly Progress Payment Requests. The amount of CONSULTANT'S compensation shall be based on Exhibit "D" – Schedule of Costs, up to the maximum amount set forth.

6.1 CONSULTANT'S FEES

- a. Basic Services. CONSULTANT'S fee and costs for the Scope of Work, Phases 1-7 identified in Exhibit "A" will be for a maximum amount of \$_____.
- b. Additional Services to be Provided on an Hourly Basis. Any additional work will be provided as Additional Services only after written authorization is received to commence those Additional Services. Additional Services will be billed on an hourly basis as shown in Exhibit "D".
- c. Reimbursable Expenses. Payment for reimbursable expenses of the CONSULTANT shall be made as part of the monthly progress payments for services rendered.
- d. For Extra Work or Changes. Payment for extra work or changes in the work not initiated by CONSULTANT and authorized in writing by AGENCY shall be made upon submission by CONSULTANT of a statement of itemized costs covering such work. Prior to commencing such extra work or changes, CONSULTANT and AGENCY shall agree upon an estimated not-to-exceed cost for such extra work. In no event shall CONSULTANT be paid for design work or change order preparation which is necessary because of CONSULTANT'S errors or oversights.

6.2 PAYMENT UPON SUSPENSION OR ABANDONMENT OF PROJECT

If the Project is suspended for more than four (4) months (120 days) or abandoned in whole or in part, CONSULTANT shall be paid its compensation for services performed prior to receipt of written notice from AGENCY of such suspension or abandonment, together with additional and reimbursable expenses then due. If the Project is resumed after being suspended for more than four (4) months (120 days), any change in CONSULTANT'S compensation shall be subject to renegotiation and, if necessary, approval by the Fire Board. If this Agreement is suspended or terminated for fault of CONSULTANT, AGENCY shall be obligated to compensate CONSULTANT only for that portion of CONSULTANT'S services which are of benefit to AGENCY.

SECTION 7 – CONSULTANT'S ACCOUNTING RECORDS

Accounting records including extra work and change orders shall be kept by CONSULTANT on a generally recognized accounting basis and shall be available to AGENCY at mutually convenient times during the hours of 9:00 a.m. to 5:00 p.m. Monday 14 through Friday. Requests to review the records shall be made twenty-four (24) hours prior to review.

SECTION 8 – OWNERSHIP OF DOCUMENTS

8.1 Subject to the provisions of Paragraph 8.2 below, the original drawings, maps, plans, designs, records of survey, work data, specifications and other documents prepared by CONSULTANT in the performance of this Agreement, although instruments of professional services, are and shall be the property of AGENCY whether the Project for which they are made is executed or not.

8.2 Upon termination under Section 5.3 of this Agreement and upon AGENCY'S payment of the amount required to be paid thereunder, the originals and all drawings, calculations, specifications and similar

documents become the property of AGENCY, and CONSULTANT shall transfer them to AGENCY upon request without additional compensation. AGENCY shall have the right to utilize any completed or uncompleted drawings, estimates, specifications and other documents prepared hereunder by CONSULTANT; however, in the event of termination as described in Section 5.3(b) and (d), AGENCY shall indemnify CONSULTANT against any loss which may be caused to CONSULTANT by such use and reuse.

8.3 The Drawings, Specifications and other documents prepared by CONSULTANT for this Project are instruments of CONSULTANT'S service for use solely with respect to this Project. CONSULTANT'S Drawings, Specifications or other documents shall not be used by the AGENCY or others on other projects, for additions to this Project or for completion of this Project by others, unless CONSULTANT is indemnified, defended or held harmless by the AGENCY for any reuse of CONSULTANT'S work.

SECTION 9 – INTEREST OF CONSULTANT

9.1 CONSULTANT INDEPENDENT OF AGENCY

a. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONSULTANT further covenants that, in the performance of this Agreement, no subconsultant or person having such an interest shall be knowingly employed. CONSULTANT shall require that all such persons or subconsultants stipulate in writing that they have no such interest. CONSULTANT certifies that no one who has or will have any financial interest under this Agreement is an officer or employee of AGENCY.

b. It is expressly agreed that in the performance of the professional services required under this Agreement, CONSULTANT, and any of its subconsultants or employees, shall at all times be considered independent contractors and not agents or employees of AGENCY.

SECTION 10 - INDEMNITY

10.1 CONSULTANT'S DUTY TO INDEMNIFY

a. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.6), CONSULTANT shall defend (with legal counsel reasonably acceptable to the AGENCY), indemnify and hold harmless AGENCY, its Board, commissions, officers, employees and agents (collectively "Indemnitees"), from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of CONSULTANT or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, any subconsultant, anyone directly or indirectly employed by them, or anyone that they control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in part by the sole negligence, active negligence, or willful misconduct of such Indemnitee.

b. To the extent there is an obligation to indemnify under this Section 10, CONSULTANT shall be responsible for incidental and consequential damages resulting directly or indirectly, in whole or in part, from CONSULTANT'S negligence, recklessness, or willful misconduct.

10.2 LIABILITY OF THE AGENCY

a. The AGENCY'S liability under this Agreement shall be limited to the payment of the compensation provided for in Section 6, Compensation Provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the AGENCY be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

b. The AGENCY shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CONSULTANT, or by any of its employees, even though such equipment be furnished, rented or loaned to CONSULTANT by the AGENCY. The acceptance or use of such equipment by CONSULTANT or any of its employees shall be construed to mean that CONSULTANT accepts full responsibility for and agrees to exonerate, indemnify, defend and save harmless the AGENCY from and against any and all claims for any damage or injury of any type, including attorneys' fees and expenses, and consultants' or experts' fees and expenses, arising from the use, misuse or failure of such equipment, whether such damage be to the CONSULTANT, its employees, the AGENCY employees or third parties, or to property belonging to any of the above.

c. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, and limitations of remedy expressed throughout this Agreement shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party[s] indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, or completion of Project. If CONSULTANT fails to perform any of these defense or indemnity obligations, AGENCY may in its discretion backcharge CONSULTANT for its costs and damages resulting therefrom and withhold such sums from payments due or other contract monies that may become due.

SECTION 11 – INSURANCE

CONSULTANT shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability, and professional liability insurance coverage relating to CONSULTANT'S services to be performed hereunder covering AGENCY'S risks in form subject to the approval of the AGENCY'S General Counsel and AGENCY'S Risk Manager. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease

Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to CONSULTANT'S vehicle usage in performing services hereunder)
Professional Liability	\$2,000,000 per claim and aggregate

Concurrently with the execution of this Agreement, CONSULTANT shall, on the Insurance Coverage form provided in Exhibit "F", furnish AGENCY with certificates and copies of information or declaration pages of the insurance required hereunder and, with respect to evidence of commercial general liability and automobile liability insurance coverage, original endorsements:

- a. Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after AGENCY shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- b. Naming the South Bayside Waste Management Authority, its Board, officers, commissions, employees and agents, as additional insureds; and
- c. Providing that CONSULTANT'S insurance coverage shall be primary insurance with respect to AGENCY, its Board, officers, commissions, employees and agents, and any insurance or self-insurance maintained by AGENCY for itself, its Board, officers, commissions, employees or agents shall be in excess of CONSULTANT'S insurance and not contributory with it.

SECTION 12 – WORKERS' COMPENSATION

CONSULTANT certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and CONSULTANT certifies that it will comply with such provisions before commencing the performance of the work of this Agreement.

SECTION 13 – AGREEMENT BINDING

The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

SECTION 14 – NONASSIGNABILITY

14.1 PERSONAL SERVICES OF CONSULTANT

Both parties hereto recognize that this Agreement is for the personal services of CONSULTANT and cannot be transferred, assigned, or subcontracted in whole or in part by CONSULTANT without the prior written consent of AGENCY.

SECTION 15 – WAIVERS

The waiver by either party of any breach or violation of any term, covenant, or condition of this Agreement or of any provisions of any ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or of any subsequent breach or violation of the same or of any

other term, covenant, condition, ordinance or law. The subsequent acceptance by either party of any fee or other money which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by the other party of any term, covenant, or condition of this Agreement or of any applicable law or ordinance.

SECTION 16 – COSTS AND ATTORNEY'S FEES

The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover from the other party its reasonable costs and attorney's fees expended in connection with such action.

SECTION 17 - NONDISCRIMINATION; PENALTY

17.1 DUTY OF CONSULTANT

The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, national origin, ancestry, religion or sex. The CONSULTANT will take affirmative action to insure that applicants are employed and the employees are treated during employment without regard to their race, color, national origin, ancestry, religion or sex. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONSULTANT shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336), which prohibits discrimination on the basis of disability. The CONSULTANT agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the AGENCY setting forth the provisions of this non-discrimination clause.

17.2 PENALTY FOR DISCRIMINATION

a. If CONSULTANT is found in violation of the non-discrimination provisions of the State of California Fair Employment Practices Act or similar provisions of federal law or executive order in the performance of this Agreement, it shall thereby be found in material breach of this Agreement. Thereupon, AGENCY shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Twenty-five Dollars (\$25) for each person for each calendar day during which such person was discriminated against, as damages for said breach of contract, or both. Only a finding of the State of California Fair Employment Practices Commission or the equivalent federal agency or officer shall constitute evidence of violation of contract under this section.

b. If CONSULTANT is found in violation of the non-discrimination provision of this Agreement or the applicable affirmative action guidelines pertaining to this Agreement, CONSULTANT shall be found in material breach of this Agreement. Thereupon AGENCY shall have the power to cancel or suspend this Agreement, in whole or in part, or to deduct from the amount payable to CONSULTANT the sum of Two Hundred Fifty Dollars (\$250) for each calendar day during which CONSULTANT is found to have been in such noncompliance as damages for said breach of contract or both.

SECTION 18 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the City of San Carlos of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.

SECTION 19 – MEDIATION

Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith effort to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement, and each party shall bear its own legal costs.

SECTION 20 – CONFLICT OF INTEREST

CONSULTANT may serve other clients, but none who are active within the South Bayside Waste Management Authority or who conduct business that would place CONSULTANT in a "conflict of interest" as that term is defined in State law.

SECTION 21 – NOTICES

All notices or documents hereunder specifically requested by the AGENCY shall be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To AGENCY: South Bayside Waste Management Authority
1245 San Carlos, Ave. Suite E
San Carlos, CA 94070
Attention: Executive Director

All correspondence to CONSULTANT shall be addressed to:

Attention: _____, Principal in Charge

SECTION 22 – ALL COVENANTS AND CONDITIONS

All provisions of this Agreement are expressly made conditions.

SECTION 23 – AGREEMENT CONTAINS ALL UNDERSTANDINGS; AMENDMENT

23.1 This document represents the entire and integrated agreement between AGENCY and CONSULTANT and supersedes all prior negotiations, representations, and agreements either written or oral.

23.2 This document may be amended only by written instrument, signed by both AGENCY and CONSULTANT.

SECTION 24 – GOVERNING LAW

This Agreement shall be governed by the laws of the State of California. IN WITNESS WHEREOF, AGENCY and CONSULTANT have executed this Agreement the day and year first above written.

SOUTH BAYSIDE WASTE MANAGEMENT AUTHORITY

Dated: _____

Joe LaMariana, Executive Director

ATTEST:

Dated: _____

Cyndi Urman, Clerk of the Board

APPROVED AS TO FORM

Dated: _____

Jean Savaree, Legal Counsel

CONSULTANT

Dated: _____

[Type Name & Title of CONSULTANT Authorized to Sign]

EXHIBIT A
STATEMENT OF CONSULTANT SERVICES
(To Be Provided By Consultant)

DRAFT

EXHIBIT B

WORK TO BE DONE BY OTHERS

(To Be Provided By Consultant)

The following work is anticipated to be required and is not included in the CONSULTANT'S scope of work:

- CONSULTANT will utilize technical consultants to perform the following:
 - Structural: Architectural, mechanical, and electrical design assistance
 - Mechanical & Electrical: Project initiation, design from conceptual to closeout, environmental clearance
 - Cost estimates

DRAFT

EXHIBIT C

PROJECT SCHEDULE

(To Be Provided By Consultant)

DRAFT

EXHIBIT D

SCHEDULE OF COSTS

(To Be Provided By Consultant)

DRAFT

EXHIBIT E

KEY CONSULTANT STAFF AND SUBCONSULTANTS

(To Be Provided By Consultant)

DRAFT

EXHIBIT F

INSURANCE FORMS

(To Be Provided By Consultant)

CONSULTANT shall provide Certificates of Insurance and original Endorsements affecting the coverages specified in Section 11 - INSURANCE of the Agreement on the attached forms.

ATTACHED:

1. Certificate of Insurance
2. General Liability Endorsement
3. Automobile Liability Endorsement

DRAFT