

SANTA BARBARA CITY AGREEMENT NO. _____

With

CDM Smith Inc. for Tertiary Filtration Plant Replacement Project

This Contract is entered into on _____ by and between:

The City of Santa Barbara, a Municipal Corporation, referred to herein as the "City,"

and,

CDM Smith Inc., a Massachusetts Corporation, referred to jointly herein as the "**Contractor**,"

WITNESSETH:

WHEREAS, Contractor has the special background, training and experience required by City, and in consideration of the mutual covenants, conditions, promises and agreements, herein, the City and Contractor **AGREE**:

1. SCOPE OF CONTRACTOR SERVICES

a. Contractor agrees to prepare the tertiary filtration final design at the El Estero Wastewater Treatment Plant as described in **more detail in** the attached scope of services (Exhibit A) dated February 8, 2013.

2. COMPENSATION

a. The total compensation for all services provided pursuant to this Contract, including all extra services as defined in Section 3 hereof and reimbursable expenses, shall not exceed the sum of **\$816,646** without the express written approval of City Council of the City of Santa Barbara. The basic contract is for **\$742,406** and the total that may be claimed for Extra Services under Section 3 of this Contract shall not exceed **\$74,240**. This Contract provides the exclusive means of payment and reimbursement for costs to Contractor by the City.

b. Changes in personnel or in rates of compensation set forth in Exhibit A may be made only after written notice to and written approval by the Public Works Director, Christine F. Andersen, ("Department Head").

c. Where travel costs are included in Exhibit A, only the actual travel costs (at fare, rate per mile or lump sum approved), and/or actual expenses pursuant to the provisions of the Contract and within guidelines approved by the City Finance Director will be reimbursed.

d. Contractor may be reimbursed for such other necessary costs, including actual costs of copies, printing, postage, shipping and documents expense, and all costs of other materials, equipment, services and supplies, as approved and required to complete the work, according to the attached Exhibit A.

e. Compensation for Extra Services of Contractor authorized in accordance with Section 2 shall be paid to Contractor by City in accordance with the fee schedule set forth

