

AGREEMENT BETWEEN COUNTY OF MONTEREY AND BLACK & VEATCH CORPORATION

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and BLACK & VEATCH CORPORATION, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited qualifications through the Request for Qualifications (RFQ # 10527) for ITD INFRASTRUCTURE READINESS STUDY, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible qualification to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for the consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

- 1.1 After consideration and evaluation of the CONTRACTOR'S qualification, the County hereby engages CONTRACTOR to provide the services set forth in RFQ # 10527 and in this AGREEMENT on the terms and conditions contained herein and in RFQ # 10527. The intent of this AGREEMENT is to summarize the contractual obligations of the parties. The component parts of this AGREEMENT include the following:

This AGREEMENT including all its Attachments and Exhibits
The following documents are on file with the Office of Contracts/Purchasing:
RFQ # 10527 dated April 16, 2015 plus all associated Addenda
CONTRACTOR'S Qualifications Package dated June 9, 2015,
Certificate of Insurance
Additional Insured Endorsements

- 1.2 All of the above-referenced contract documents are intended to be complementary. Work required by one of the above-referenced contract documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT including all Attachments, Exhibits, and Appendix, RFQ #10527 including all Attachments and Exhibits, Addenda #1, CONTRACTORS Qualifications Package, Certificate of Insurance and Additional Insured Endorsements.

- 1.3 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this AGREEMENT are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this AGREEMENT and are not employees of the County, or immediate family of an employee of the County.
- 1.4 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this AGREEMENT that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 1.4.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.
- 1.5 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this AGREEMENT, except as otherwise specified in this AGREEMENT. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this AGREEMENT.

2.0 SCOPE OF SERVICE

- 2.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall personally perform, with its own organization, at least 50 percent of the contract work, except that any designated 'Specialty Items' may be performed by subcontract. The amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its own organization.
- 2.2 Project Schedule: CONTRACTOR shall provide and maintain the project schedule to reflect the project status. The schedule shall be reviewed and approved by both the CONTRACTOR and the County to ensure project tasks, milestones, resources, and critical paths are accounted for. The project schedule shall consider the full assessment of the County ITD Infrastructure listed within **EXHIBIT A – SITE LOCATIONS** and **EXHIBIT B – TASK DESCRIPTIONS BY SITE**.
- 2.3 Facility Assessment: The sites listed in **EXHIBIT A- SITE LOCATIONS**, attached herein, shall have their facility systems analyzed from a communications operations and systems reliability perspective, not an in-depth life safety assessment. Facilities assessment shall include shelter framing structural analysis, building superstructure analysis, equipment bracing/anchorage, foundation analysis, and condition of the access roads. Furthermore, the analysis shall include assessment of the facilities' systems: electrical, standby power (generator, UPS, battery banks), grounding, HVAC, fire suppression, and alarm systems. The facilities at each site vary. **EXHIBIT B – TASK DESCRIPTIONS BY SITE**, attached herein, illustrates the SCOPE OF WORK tasks for

each site and clarifies which tasks are included and not applicable with respect to the existing site facilities.

- 2.4 Telecommunications Infrastructure Assessment: In general, each site (node within County infrastructure) shall be assessed from a telecommunications infrastructure perspective (voice and data) and how the sites' communications systems function and operate during a disaster scenario.
- 2.5 CONTRACTOR'S duties include, but are not limited to:
- 2.5.1 Inspect, measure, and document sites' facilities components including: buildings' superstructure (framing), shelters, towers with appurtenances, foundations, equipment bracing and anchorage (including racks, cable trays, etc.), roof top structures supporting telecommunications equipment, site access road conditions, electrical, standby power (generator, UPS, battery banks), grounding, HVAC, fire suppression, and alarms systems as necessary to gather all information required to complete this study.
 - 2.5.2 Perform a geotechnical investigation of existing site soil conditions. Determine deficiencies, provide recommendations, and describe the scope of work necessary to mitigate the hazards and implement corrections for the site to meet minimum applicable building codes, standards, and best practices.
 - 2.5.3 Perform structural and foundations analysis for the building, shelter(s), tower(s), equipment rack bracing/anchorage, roof-top antenna mount systems, and generator / fuel tank anchorage. Determine deficiencies, conditions of failure, provide recommendations, and describe the scope of work necessary to implement corrections to mitigate the hazards and for the site to meet minimum applicable building codes, standards, and best practices.
 - 2.5.4 Assess the condition and status of electrical, standby power (generator, UPS, battery banks), grounding, HVAC, fire suppression, and alarms systems as it relates to the survival of the equipment during a disaster, i.e. earthquake. Determine deficiencies, provide recommendations, and describe the scope of work necessary to implement corrections to mitigate hazards and for the site to meet minimum applicable building codes, standards, and best practices
 - 2.5.5 Level of Criticality: Determine each sites' telecommunications type(s) (voice, data, etc.), levels of importance relative to all communications within the County, backhaul(s)' reliability, backhaul(s)' availability, backhaul(s)' demand/capacity, and traffic loading configuration (whether it operates as a hub, spoke, its service area, etc.) to evaluate the level of criticality of the sites' telecommunications systems. The CONTRACTOR shall assign a "Level of Criticality" number based on their assessment, ranging from (1) one to (15) fifteen, with (1) one being the most critical telecommunications site (node) in the County infrastructure.

- 2.5.6 Determine deficiencies, provide recommendations, and describe the scope of work necessary to improve and optimize the County's Telecommunication Backhaul Infrastructure at each site according to industry best practices.
- 2.5.7 Site Readiness: Evaluate the level of vulnerability and site readiness of each site taking into consideration the Facilities' Assessment as a whole (as defined in Section 2.3 and assessed in 2.5.1 thru 2.5.4) and the level of criticality (as determined in Section 2.5.5 and 2.5.6). In other words, the telecommunications infrastructure shall be evaluated with regard to how the existing facilities (Section 2.3) support, interact, and influence the site's communications functionality and operations. An assessment shall quantify the sites' overall vulnerability due to deficiencies in the facility and/or telecommunications systems. The CONTRACTOR shall assign a "Level of Vulnerability" based on their assessment, ranging from (1) one to (15) fifteen, with (1) one being the most vulnerable site or "least ready" in the event of a seismic event or other disaster scenario when communications traffic is peaked and site facilities' are exercised.
- 2.5.8 Publish final report that summarizes the readiness of each site based on the various assessments. Supporting documentation shall be included. Documentation may include, but is not limited to: inspection findings, measurements, professionally drafted schematics (as required), code references, other references, and analysis.

3.0 TERM OF AGREEMENT

- 3.1 The initial term shall commence with the signing of this AGREEMENT through and including June 30, 2017, with the option to extend this AGREEMENT for one (1) additional one (1) year period.
- 3.1.1 County is not required to state a reason if it elects not to renew this AGREEMENT.
- 3.2 CONTRACTOR shall commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of this AGREEMENT in order to be considered.
- 3.2.1 Both parties shall agree upon rate extension(s) or changes in writing.
- 3.3 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.
- 3.4 Termination of this Agreement shall not terminate CONTRACTOR's duty to defend, indemnify and hold harmless the County, as provided in Section 6 of this AGREEMENT, nor terminate CONTRACTOR's obligation to maintain insurance, as provided in Section 7 of this AGREEMENT.

4.0 COMPENSATION AND PAYMENTS

- 4.1 It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached herein (**ATTACHMENT A – PRICING SHEET**). The total amount payable to the CONTRACTOR under this AGREEMENT shall not exceed the sum of **\$568,168.00** and shall be performed in phases as identified within **EXHIBIT B - TASK DESCRIPTIONS BY SITE**, attached herein.
- 4.1.1 Phase 1 tasks will be completed within Fiscal Year 15/16, which concludes on June 30, 2016; Phase 2 tasks will be completed within Fiscal Year 16/17, which concludes on June 30, 2017.
- 4.2 Prices shall remain firm for the term of this AGREEMENT. County does not guarantee any minimum or maximum amount of dollars to be spent under this AGREEMENT.
- 4.3 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.
- 4.4 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this AGREEMENT without first obtaining approval from County in writing.
- 4.5 Tax:
- 4.5.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.
- 4.5.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 INVOICES AND PURCHASE ORDERS

- 5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the department at the following address:
- County of Monterey IT Department
Infrastructure Division
1590 Moffett St.
Salinas, CA 93905
- 5.2 CONTRACTOR shall reference the RFQ number on all invoices submitted to County. CONTRACTOR shall submit such invoices periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the

invoice. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT, and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

- 5.3 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).
- 5.4 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County. Surcharges and additional fees not included the AGREEMENT must be approved by County in writing via an Amendment.

6.0 INDEMNIFICATION

- 6.1 For purposes of the following indemnification provisions (“Indemnification AGREEMENT”), “design professional” has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification AGREEMENT is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification AGREEMENT and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification AGREEMENT and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity AGREEMENT that is permitted by law shall be provided by CONTRACTOR.
- 6.2 Indemnification for Design Professional Services Claims:
CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this AGREEMENT, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.
- 6.3 Indemnification for All Other Claims or Loss:
For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR’s performance of design professional services under this AGREEMENT, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this AGREEMENT by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of COUNTY, or defect in a design furnished by COUNTY.

- 6.4 Notwithstanding any other provision of this AGREEMENT, CONTRACTOR's obligation to defend, indemnify and hold harmless COUNTY, as specified above, shall survive the termination or expiration of this AGREEMENT for a term to include the applicable statute of limitations on claims related to CONTRACTOR's performance pursuant to this Agreement.

7.0 INSURANCE REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of this AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition CONTRACTOR upon request shall provide a certified copy of the policy or policies.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under this AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

7.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

7.3.1.1 Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.2 Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this AGREEMENT, with a combined single

limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

7.3.1.3 Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this AGREEMENT, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

7.3.1.4 Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of this AGREEMENT, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this AGREEMENT.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by this AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this AGREEMENT.

7.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

7.4.3 Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-

insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

- 7.4.4 Prior to the execution of this AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by this AGREEMENT. CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this AGREEMENT, which shall continue in full force and effect.
- 7.4.5 CONTRACTOR shall at all times during the term of this AGREEMENT maintain in force the insurance coverage required under this AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this AGREEMENT, which entitles County, at its sole discretion, to terminate this AGREEMENT immediately.

8.0 RECORDS AND CONFIDENTIALITY

- 8.1 Non-Disclosure Agreement: CONTRACTOR shall agree to the terms and conditions defined in **EXHIBIT C - NON-DISCLOSURE and CONFIDENTIALITY AGREEMENT**, attached herein. These obligations to maintain confidentiality continue indefinitely and do not expire with the termination or expiration of the Agreement.
- 8.2 Confidentiality: CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this AGREEMENT, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this AGREEMENT except for the sole purpose of carrying out CONTRACTOR's obligations under this AGREEMENT.

- 8.3 County Records: When this AGREEMENT expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this AGREEMENT.
- 8.4 Maintenance of Records: CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this AGREEMENT.
- 8.5 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this AGREEMENT for a period of three years after final payment under the AGREEMENT.

9.0 NON-DISCRIMINATION

- 9.1 During the performance of this contract, CONTRACTOR shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (Government Code, §12900, et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, §7285.0, et seq.).
- 9.2 The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, §12900, et seq., set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full.
- 9.3 CONTRACTOR shall include the non-discrimination and compliance provisions of the clause in all AGREEMENTs with subcontractors to perform work under the contract.

10.0 OVERRIDING CONTRACTOR PERFORMANCE REQUIREMENTS

- 10.1 Independent Contractor: In the performance of work, duties, and obligations under this AGREEMENT, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this AGREEMENT to receive from County any form of employee benefits including but not

limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this AGREEMENT. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

- 10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with his own organization or per a consortium.
- 10.3 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Sample Agreement.
- 10.4 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 10.5 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 10.6 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement
- 10.7 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in AGREEMENT.
- 10.8 No CONTRACTOR or sub-contractor (or consultant or sub-consultant) is permitted to work on the same project in more than one capacity. CONTRACTORS that have staff or sub-contractors in common may not work on the same project. This prohibition includes, but is not limited to, a CONTRACTOR performing work under its own contract and performing work as a sub-consultant under a separate contract on the same project. Work on a single project by a CONTRACTOR in its capacity as the primary CONTRACTOR as well as sub-consultant or sub-contractor is presumed to constitute a conflict of interest.

- 10.9 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 10.10 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 10.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 10.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 10.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 10.14 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 10.15 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 10.16 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

11.0 CONFLICT OF INTEREST

- 11.1 CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental

or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

- 11.2 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT. These conflict of interest and future service provisions and limitations shall remain fully effective five (5) years after termination of services to COUNTY hereunder.

12.0 COMPLIANCE WITH APPLICABLE LAWS

- 12.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.
- 12.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
- 12.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations and guidelines that are in force at the time such documentation is prepared.

13.0 DRUG FREE WORKPLACE

CONTRACTOR and CONTRACTOR'S employees shall comply with the COUNTY'S policy of maintaining a drug free workplace. Neither CONTRACTOR nor CONTRACTOR'S employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR shall, within five days thereafter notify the head of the COUNTY department/agency for which the AGREEMENT services are performed. Violation of this provision shall constitute a material breach of this AGREEMENT.

14.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

15.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

15.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR'S performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan, it shall issue a signed waiver.

15.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

16.0 BACKGROUND CHECKS

16.1 CONTRACTOR shall be required to obtain State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

16.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities. CONTRACTOR shall be responsible for the cost of these background check costs unless otherwise informed by County. In some circumstances, a specific County department may request that County Sheriff's Office perform the background checks.

All CONTRACTOR personnel who are designated to provide services at any of the County Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office specifically.

17.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:

Contracts/Purchasing Officer
County of Monterey, Contracts/Purchasing
1488 Schilling Place
Salinas, CA 93901
Tel. No.: (831) 755-4990
FAX No.: (831) 755-4969
derm@co.monterey.ca.us

TO CONTRACTOR:

Black & Veatch Corporation
10950 Grandview Drive, Building 34
Overland Park, KS. 66210
Tel. No. 913-458-9811
FAX No. 913-458-9811
Email: jancharjj@bv.com

18.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of deliveries or offers for deliveries that do not meet specifications shall be made at the expense of CONTRACTOR.

19.0 FORCE MAJEURE

- 19.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.
- 19.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.
- 19.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

20.0 TRAVEL REIMBURSEMENT

- 20.1 If travel expenses are to be reimbursed, they must be approved in writing in advance.
- 20.2 If County approves travel, lodging and meal reimbursement, CONTRACTOR shall receive compensation for travel expenses as per the "Monterey County Travel and Business Expense Reimbursement Policy". A copy of the policy is available online at: http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf . To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

21.0 LEGAL DISPUTES

- 21.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
- 21.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.
- 21.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

22.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form¹
By: Rebecca M. Cuevas
County Counsel
Date: October 23, 2015

Approved as to Fiscal Provisions²
By: Don Holy
Auditor/Controller
Date: 10/26/15

Approved as to Liability Provisions³
By: _____
Risk Management
Date: _____

BLACK & VEATCH CORPORATION
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

John J. Jackson, EVP
Name and Title

Date: 10.7.15

By: Angela L. Hoffman
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Angela L. Hoffman, Sr. VP & Treasurer
Name and Title

Date: 10/13/15

*288
10/17/2015*

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 6 or 7

ATTACHMENT A – PRICING SHEET

Task Description	PHASE 1										PHASE 2						
	Sites	Site 1	Site 2	Site 3	Site 5	Site 6	Site 8	Site 9	Site 10	Site 11	Site 14	Site 4	Site 7	Site 12	Site 13	Site 15	
Structural and Seismic Analysis and Report Includes: Tower and foundation Roof Top Structures (Antenna Mounts, Parapet Walls, etc.) Building Superstructure (Framing) and Foundation Shelter(s) Framing and Foundation Generator System Foundation and Anchorage Equipment Racks and Anchorage	911 Center \$18,694	Bryant Canyon \$7,360	Government Center \$21,249	FD \$13,429	King City \$10,219	Monterey Courthouse \$76,443	Mt. Toro (Lower) \$17,800	Mt. Toro (Upper) \$17,243	Penon Peak \$11,175	Shilling Place (Site Address) \$22,394	Hookheler Fry Hill (Site Address) \$15,150	Large Yard \$17,554	Post Ranch (Site Address) \$10,664	Shediff's Office \$16,614	Seaside Water Tanks \$21,386		
Geotechnical Investigation and Report			\$946	\$956	\$5,536	\$900	\$5,536	\$900	\$900	\$900	\$900	\$5,485	\$490	\$5,536			
Facilities Mapping and Drafting for Inclusion into Report Includes: Tower Mapping Tower Foundation Mapping Roof Top Mapping Shelter(s) Foundation Mapping			\$1,721	\$	\$1,900	\$	\$14,270	\$12,875	\$7,003	\$3,861	\$21,406	\$11,270	\$12,600	\$1,403	\$9,636		
Facilities Systems Assessment and Report Includes: Primary Electrical Secondary Electrical (Back-up Generator, UPS, Battery, etc.) Grounding Fire Suppression HVAC Site accessibility and roads		\$8,291	\$7,073	\$9,291	\$5,853	\$9,291	\$9,802	\$9,002	\$9,002	\$9,291	\$7,038	\$7,038	\$8,291	\$7,038			
Telecommunications Infrastructure & Facilities Model Assessment Includes: Backhaul reliability, availability, demand/capacity Communications vulnerability due to facility deficiencies		\$5,207	\$4,705	\$5,707	\$9,205	\$5,707	\$4,205	\$4,205	\$4,205	\$4,205	\$4,205	\$4,205	\$4,205	\$4,205	\$4,205	\$4,205	
4% Cost of Living Adjustment (Phase 2 Only)		\$40,351	\$19,495	\$38,868	\$4,635	\$9,217	\$12,011	\$42,823	\$42,179	\$32,291	\$40,572	\$38,669	\$38,778	\$35,910	\$36,025	\$36,025	
Phase 2 Totals																	
Phase 1 Sites (10):																	
Phase 2 Sites (5):																	
Total All Sites:																	

EXHIBIT A – SITE LOCATIONS

COUNTY OF MONTEREY FACILITIES WITH CRITICAL TELECOMMUNICATIONS INFRASTRUCTURE			
Site Name	Structure Type(s)	Structure Height (FT)	Notes
911 CENTER [ECD / OES]	Self-Supporting Tower Single Floor - Building	100 22.17 (Top parapet wall)	Antennas mounted to tower and to roof mounting structures (Tri-pods / Parapet)
BRYANT CANYON	Guyed - Tower 25' x 12' Equipment Shelter	190 10	All antennas are mounted to the Tower.
GOVERNMENT CENTER [ADMIN. BLDG.]	Bracketed Tower Bracketed Tower Three Floor - Building	30 30 60.67 (Top screen wall)	(2) Rohn-45 towers bracketed at mid-height to screen wall with bases attached to roof system (46.67'). Antennas mounted to towers and screen walls. Equipment is housed in Penthouse.
HUCKLEBERRY HILL	Self-Supporting Tower 16' x 9' Equipment Shelter	80 12	All antennas are mounted to the Tower.
INFORMATION TECHNOLOGY DEPARTMENT	Self-Supporting Tower Self-Supporting Tower Single Floor - Building	100 45 23 (Top parapet wall)	Antennas are mounted to the towers only.
KING CITY AG. COMM. TOWER SITE	Self-Supporting Tower 25' x 11' Equipment Shelter	100 10	Tower and shelter enclosed with wire fencing. All antennas mounted on the tower.
LAUREL YARD	Self-Supporting Tower 10' x 10' Equipment Shelter	100 12	The communications shelter is designated for County equipment.
MONTEREY COURTHOUSE	Three - Floor Building	-	All antennas are mounted on the building's parapet wall. Equipment located on first floor and penthouse level
MOUNT TORO (LOWER)	Self-Supporting Tower 12' x 10' Equipment Shelter	60 10	All antennas are mounted to the Tower.
MOUNT TORO (UPPER)	Self-Supporting Tower 30' x 10' Equipment Shelter 26' x 10' New Shelter	190 10 10	All antennas are mounted to the Tower.
PENON PEAK	Fire Lookout Tower (Wood) Monopole	49 100	Antennas are mounted to the Fire Lookout Tower and newly constructed Monopole. Equipment is located inside the structure.
POST RANCH	Guyed - Tower 5' x 5' Equipment Shelter	30 8	All antennas are mounted to the Tower
PUBLIC SAFETY BUILDING [SO PSB]	Two - Floor Building (with Sub-Terrain Floor)	25	Radio Control Station antennas mounted on Roof top systems
SCHILLING PLACE	Two - Floor Building	45	Antennas mounted to roof mounting structures (Tri-pods)
SEASIDE WATER TANKS (SSWT)	Water Tank 10' x 10' Equipment Shelter	45 10	All antennas are mounted to the Tanks.

EXHIBIT B – TASK DESCRIPTIONS BY SITE

**TABLE 1
 MONTEREY COUNTY CRITICAL SITE INFRASTRUCTURE READINESS STUDY**

Site No's	PROJECT SITES															
	PHASE 1					PHASE 2										
	1	2	3	5	6	8	9	10	11	14	4	7	12	13	15	
TASK DESCRIPTION	911 Center	Bryant Canyon	Government Center	ITD	King City	Monterey Courthouse	Mt. Toro (Lower)	Mt. Toro (Upper)	Penon Peak	Shilling Place (Site Added)	Huckleberry Hill (Site Added)	Laurel Yard	Post Ranch (Site Added)	Sheniffs Office	Seaside Water Tanks	
Structural and Seismic Analysis and Report	X	X	X (6)	X (19)	X	X	X	X	X	X	X	X	X	X	X	X
Lower																
Roof Top (13) (14)	X (4) (7)		X (4) (17)			X (4)		X (2)	X (2)					X (4) (7)	X (8)	
Building/Water Tank Superstructure (15)	X		X			X		X	X					X	X	
Shelter No. 1 (11) (16)																
Shelter No. 2 (11) (16)																
Generator Pad (12)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Equipment	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Geotechnical Investigation and Report																
Perform Geotechnical Investigation and Prepare Report	X	(1)		X				(18)	(17)							
Geotechnical Review and Recommendations	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Facilities Mapping and Drafting for Inclusion into Report																
Lower Mapping	X		X	X (19)												
Foundation Mapping (18)			(18)	X (19)				(18)								
Shelter Drawing Purchase (from Manufacturer)																
Shelter Foundation Mapping																
Roof Top Mapping (18)																
Guy Wire Tension Testing		(1)														
Facilities Systems Assessment and Report																
Electrical and Grounding Analysis	X	X	X	X	X (20)											
Fire Suppression Assessment	X	X	X	X	X											
HVAC System Assessment	X	X	X	X	X											
Site Accessibility and Roads	X	X	X	X	X											
Infrastructure & Facilities Model Assessment																
Supporting Tasks for the Above Items:	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Site Visit	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Obtain and Review Site Documents	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Review Meeting	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

(1) The Bryant Canyon facility and tower is owned by Crown Castle. Crown Castle requires that any structural analysis be performed by their consultants, therefore geotechnical investigation and structural analysis of the tower is excluded from this proposal. The most recent tower analysis performed by Crown Castle, dated January 18, 2013 determined that there was "insufficient capacity" for the existing and proposed loading.

(2) Complete structural analysis of existing observation tower and its foundation including seismic compliance analysis based on Equivalent Static Lateral Force Procedure per Chapter 12 of ASCE 7-05.

(3) Seismic anchorage analysis of equipment cabinets mounted on floorball based on CBC (California Building Code) 2013 (IBC 2013/ASCE 7-10).

(4) Local analysis of structural members supporting equipment including seismic anchorage analysis based on chapter 13 of ASCE 7-05.

(5) Structural analysis of existing roof-mounted lattice tower support communication equipment. Seismic analysis based on Equivalent Static Lateral Force Procedure per CBC (California Building Code) 2013 (IBC 2013/ASCE 7-10).

(6) Structural analysis of existing roof-mounted lattice tower support communication equipment. Seismic analysis based on Equivalent Static Lateral Force Procedure per CBC (California Building Code) 2013 (IBC 2013/ASCE 7-10).

(7) Structural analysis of existing mount frames attached to building rooftop/wall.

(8) Local analysis of structural members supporting equipment including seismic anchorage analysis based on chapter 13 of ASCE 7-05. Analysis of Water Tank is simply based on 5% overstress method as allowed by IBC for lateral and vertical loads.

(9) Structural analysis of grade-supported equipment and/or equipment shelter including anchorage, soil-bearing and stability checks. Seismic compliance analysis of Existing Equipment Shelter.

(10) Structural analysis of existing mount frames attached to water tank roof.

(11) Equipment shelter, shelter foundation, generator and other equipment foundation drawings to be provided by client or document search in the Monterey County Planning Commission office. Structural mapping is not included. If mapping is required, additional fee is required.

(12) Only one equipment/generator foundation analysis per site is included. Additional fee is necessary if more than 1 equipment/generator foundation analysis is required.

(13) All rooftop sites no equipments or shelter on the ground. Additional fee is required if analysis is required.

(14) For rooftop sites and watertower site, only local effects caused by the telecom equipments will be included in the calculation. Calculations will not be done for the entire building or water tower.

(15) For rooftop sites and watertower site, the analysis to the building superstructure (framing) and foundations will be conducted from a communications operators point of view and not a life safety study which would require much more detail and a more in-depth analysis. The analysis will only focus on the impacts from the communication equipments not the verification of the entire building structural systems.

(16) Shelter analysis will be based on the shelter drawing either provided by the client or acquired from the manufacturer. If the existing shelter framing information is not available, structural mapping will be required and additional fee may be required.

(17) Service/Deliverable provided under the NGEN project.

(18) Obtained from County records.

(19) Required for 2 towers

(20) Electrical Only (Grounding to be addressed as part of the NGEN project)

EXHIBIT C – NON-DISCLOSURE and CONFIDENTIALITY AGREEMENT

This vendor non-disclosure and confidentiality agreement (“Agreement”) is between The County of Monterey (hereinafter referred to as “County”) and **BLACK & VEATCH CORPORATION** (hereinafter referred to as “Company”) a vendor, having a business address at, **10950 GRANDVIEW DRIVE, BUILDING 34, OVERLAND PARK, KS. 66210.**

I. RECITALS

- A. Whereas, Company wishes to receive certain confidential and proprietary information (hereinafter collectively “Information”) pertaining to County Information Technology Systems. This exchange includes all communication of Information between the parties in any form whatsoever, including oral, written, graphical, and machine-readable form, pertaining to the above.
- B. And whereas, Company wishes to receive the Information for the sole purpose to provide Critical Infrastructure Readiness Study Services for Various Critical Site County Buildings and Properties Throughout the County of Monterey.
- C. And whereas, County is willing to disclose the Information and Company is willing to receive the Information (as “Receiving Party”) on the terms and conditions set forth herein.

Therefore, County and Company agree as follows:

1. That the disclosure of Information by County is in strictest confidence and thus Company shall:
 - a. Protect and preserve the confidential nature of the Information and: (1) not disclose the Information to any party, or person, not a party to this Agreement, except for sub-contractors of Company who have previously agreed to confidentiality agreements no less restrictive than as set forth herein, and whose sub-contracts and confidentiality agreements have been approved by County, and (2) exercise at least the same degree of care to maintain the Information secrets as the Company exercises in maintaining as secret and confidential its own intellectual property, confidential, and secret information, but always at least a reasonable degree of care;
 - b. Use the Information only for the above stated purpose;
 - c. Restrict disclosure of the Information solely to those employees and County approved sub-contractors of Company having a need to know such Information in order to accomplish the purpose stated above;
 - d. Advise each such employee or County approved sub-contractor, before he or she receives access to the Information, of the obligations of Company and sub-contractor

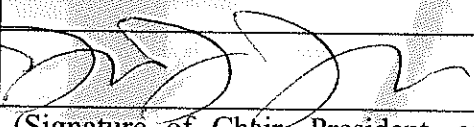
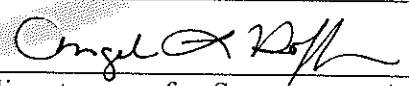
under this Agreement, and require each such employee or sub-contractor to maintain those obligations;

- e. Within fifteen (15) days following the request of County, the Company shall return to County all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to County, in writing, the destruction of such materials; and,
 - f. Immediately upon sale of Company or merger of Company with a third party, return to County all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to County, in writing, the destruction of such materials.
2. The Information shall remain the sole property of County.
 3. COUNTY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, COUNTY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE COMPANY.
 4. In the event of a breach or threatened breach or intended breach of this Agreement by Company, County, in addition to any other rights and remedies available to it at law or in equity, shall be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.
 5. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred.
 6. In using the Information, the Company further agrees to indemnify, defend, and hold harmless the County of Monterey, its officers, agents, and employees from any and all claims, liabilities, and losses whatsoever (together with any expenses, damages, court costs, and reasonable attorneys' fees related thereto) arising out of or resulting from use of the Information.
 7. For purposes of this Agreement, the following are designated as the parties' respective contacts and principal agents. Each party reserves the right to designate a different contact/agent upon giving written notice to the other party:

COUNTY OF MONTEREY	COMPANY
County of Monterey Information Technology Department	Black & Veatch Corporation
Contact Name / Title	Contact Name / Title
Thomas Montoya Eng. Aide III	Brian J. Nigg, P.E. Project Manager, Telecomm
Address	Address
1590 Moffett St. Salinas, CA, 93905	5885 Meadows Rd, Ste. 700 Lake Oswego, OR, 97035
Telephone	Telephone
(831) 796-6433	(503) 443-4455
Fax	Fax
(831) 759-6910	(503) 443-4499
e-mail MontoyaT@co.monterey.ca.us	e-mail NiggBJ@bv.com

10/17/2015

This Agreement is binding upon County and Company, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the later date of execution and will continue indefinitely, unless terminated upon thirty (30) days written notice by either party. However, Company's obligations of confidentiality and restrictions on use of the Information disclosed by County shall survive termination of this Agreement.

COUNTY OF MONTEREY	COMPANY
By:	
Contracts/Purchasing Manager	Black & Veatch Corporation
Date:	
By:	
Department Head (if applicable)	By: 
Date:	(Signature of Chair, President, or Vice-President)*
	Name: John J. Jandrian
	Title: Executive Vice President
	Date: 10.7.15
By:	
Information Technology Department Acknowledgement (if applicable)	By: 
Date:	(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)*
	Name: Angela L. Hoffman
	Title: Sr. VP & Treasurer
	Date: 10/13/15

10/13/2015

***INSTRUCTIONS:** If Company is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If Company is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If Company is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

