

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter "Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter "COUNTY") and Langan CA, Inc., with an address 135 Main Street, Ste 1500, San Francisco, CA 94105 (hereafter "CONTRACTOR") wherein CONTRACTOR agrees to provide the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY, and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

John Green, Assistant Director, General Services Department at phone number 805-568-3096 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Christina Rain at phone number 415-955-5247 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:

John Green, Assistant Director, jlgreen@countyofsb.org
County of Santa Barbara, General Services Support Services
260 N. San Antonio Rd.
Santa Barbara, CA 93110

To CONTRACTOR:

Christina Rain, Senior Project Manager, crain@Langan.com
Langan CA, Inc.
135 Main Street, Ste 1500
San Francisco, CA 94105

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM**

The term of this Agreement shall commence, and CONTRACTOR shall commence performance hereunder, on April 8, 2025, and the term of this Agreement shall expire, and CONTRACTOR shall end performance hereunder upon completion as determined by COUNTY and evidenced by a written notice of completion signed by the COUNTY representative identified in Section 2, above, and delivered to CONTRACTOR, but no later than April 8, 2026, unless otherwise directed by COUNTY pursuant to an amendment approved by the COUNTY Board of Supervisors or a duly executed Change Order in accordance with Section 32, below, or unless earlier terminated in accordance with the provisions of this Agreement ("Term").

5. **COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services hereunder ("Services"), including performance of all of the services ("Base Services") set forth in the Statement of Work attached hereto as Exhibit A, including Exhibit A-1 and Exhibit A-1 (collectively, the "Statement of Work"), CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the Term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. **STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **DEPARTMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. AUTHORITY

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. SUPPLEMENTAL SERVICES; CHANGE ORDERS

To the extent that services in addition to the Base Services are desired by COUNTY, such additional services ("Supplemental Services") may be performed by CONTRACTOR hereunder only pursuant to written Change Order(s) signed by both CONTRACTOR and the Director of the COUNTY's General Services Department, or his Assistant Director designee, provided that such Supplemental Services shall be performed in accordance with the Fee Schedule set forth in Exhibit B-2 attached hereto, and provided further that the maximum aggregate amount of such Supplemental Services performed pursuant to Change Orders hereunder shall not exceed the Contingency Amount set forth in Exhibit B. In no event shall any Change Order exceed or increase the Maximum Contract Amount set forth in Exhibit B, or extend the Term beyond October 1, 2026.

33. PRECEDENCE

In the event of conflict between the provisions contained in the numbered Sections 1 through 33 of this Agreement ("Numbered Sections") and the provisions contained in the Exhibits, the provisions of the Numbered Sections shall control and prevail over those in the Exhibits, other than Exhibit C, which shall control and prevail. In the event of any conflict or inconsistency between the provisions of Exhibit A-1 and the provisions of any other Exhibit hereto, the provisions of the Exhibits other than Exhibit A-1 shall control and prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the first date executed by all of the parties hereto.

COUNTY

By: _____
LAURA CAPPS, CHAIR
BOARD OF SUPERVISORS

Dated: _____

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

CONTRACTOR:
LANGAN CA, INC.
135 MAIN STREET, STE 1500
SAN FRANCISCO, CA 94105
Signed by:
By: Diane Fiorelli
Authorized Representative
Name: DIANE FIORELLI
Title: VICE PRESIDENT

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

Signed by:
By: Lauren Wideman
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

DocuSigned by:
By: [Signature]
Deputy

APPROVED AS TO FORM:
GREG MILLIGAN, ARM,
RISK MANAGER

DocuSigned by:
By: Samantha Francis
Risk Manager

RECOMMENDED FOR APPROVAL:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

DocuSigned by:
By: Kirk Lagerquist
Department Head

END OF AGREEMENT

EXHIBIT A

STATEMENT OF WORK

The following shall constitute the Statement of Work for this contract:

- I. Exhibit A-1, CONTRACTOR'S Proposal
- II. Exhibit A-2, COUNTY'S Request for Proposal
- III. **Suspension for Convenience.** COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 365 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

EXHBIT A-1

CONTRACTOR'S PROPOSAL



REQUEST FOR QUALIFICATIONS/PROPOSALS
ENVIRONMENTAL SERVICES- INDOOR AIR QUALITY
PROJECT NUMBER 24025

1. Transmittal/Cover Letter

December 19, 2024

Santa Barbara County General Services
260 N. San Antonio Road (Casa Nueva)
Santa Barbara, CA 93110-1315
Submitted via Public Purchase

Re: Response to Request for Qualifications/Proposals for Environmental Services –
Indoor Air Quality, Santa Barbara County District Attorney Building,
1112 Santa Barbara Street, Santa Barbara, California
Project Number 24025

Langan CA, Inc. (Langan) is pleased to present our qualifications and proposal for environmental services to evaluate indoor air quality to assess human health risk at the Santa Barbara County District Attorney Building (site) given the proximity to adjacent sites that are impacted with tetrachloroethene (PCE) contamination. We are prepared to provide services directly to the County of Santa Barbara and, if determined necessary, apply for oversight by the Regional Water Quality Control Board – Central Coast Region.

Firm Summary

Langan is a corporation founded in 1970 and is a true leader in providing interdisciplinary professional services. In 2007, Langan registered with the California Secretary of State to do business in California. Within the past 5 years, Langan has grown from 1,100 employees to 1,700 employees today. At a local scale, Langan is a right-sized engineering consultant (with around 25 Santa Barbara based and 100 regional staff) that has the resources and expertise necessary for this project. The Board of Directors sets the policies and objectives for the firm and appoints the officers and the Executive Committee that manages the business affairs of the corporation. To serve clients, Langan requires that a firm Principal be assigned to every project to ensure that project managers have the technical and administrative resources needed to produce quality services for our clients. This structure is a major factor in the firm's continued success and repeat client business.

Leading in Environmental Consulting and Engineering Services

Langan's reputation has been forged by providing practical environmental consultation and engineering services, from the early stages of site assessment through site cleanup and remediation, for projects confronted by technical and regulatory challenges. We have been recognized as leaders in our field, earning awards for excellence and technical innovation. Langan has been consulting public and private clients in California for over 35 years and has developed a reputation of technical excellence, practical experience and client responsiveness. Our comprehensive in-house interdisciplinary services ensure continuity, constructability, and adherence to the project's schedule and budget.

1. Transmittal/Cover Letter

Local Team Supported by Industry Experts

Langan began its Santa Barbara office a decade ago with a team of environmental and engineering professionals committed to serving the community we live and work in. Ms. Christina Rain will act the primary point of contact and project manager and is uniquely positioned to support you. She has extensive experience with vapor intrusion assessments, vapor mitigation system design, and efficiently navigating the regulatory approval and closure process. The team is experienced in the project management protocols and expectations of public entities. The project technical reviewer Cory Lavoie, leads Langan's Santa Barbara operations and has established strong working relationships with the County of Santa Barbara and the Central Coast Regional Water Quality Control Board Site Clean Up Unit. Should the need arise, our Principal in Charge for this project, Ms. Dorinda Shipman, also has extensive experience providing legal and expert witness support services.

Tailored Response

For this proposal, we have selected past projects that highlight our capabilities and experience servicing similar projects. Our team experience on current and previous projects, demonstrates our success in performing the services identified in this RFQ. We are confident that if selected, the Langan team will bring a wealth of results oriented practical experience to this project that will benefit the County.

Thank you for your consideration. We are excited about the potential opportunity of serving the County. Our contact information is provided below, we look forward to hearing from you.

Confidential Information

We request protection/non-disclosure of our team resumes to protect references to confidential services provided to the County of Santa Barbara.

Sincerely,

Langan CA, Inc.



SIGNATORY OFFICER

DJ Hodson, PE, LEED AP
Managing Principal
135 Main St, Ste 1500
San Francisco, CA
dhodson@langan.com
415.955.5240



PRINCIPAL IN CHARGE

Dorinda Shipman, PG/CHG
Principal in Charge
135 Main St, Ste 1500
San Francisco, CA
dshipman@langan.com
415.717.2516



MAIN POINT OF CONTACT

Christina Rain, PE
Senior Project Manager
135 Main St, Ste 1500
San Francisco, CA
crain@langan.com
415.955.5247

2. Signatory Requirements

Founded in 1970, Langan is a privately-held organization providing an integrated mix of engineering and environmental consulting services. Langan as an organization has existed since 1970, but a newly formed state-specific subsidiary was formed in March 2023. Because Langan is expanding its scope of services in California, the existing Langan entity converted to an LLC for tax and regulatory reasons. Since LLCs cannot provide professional services in the State of California, Langan has formed a state-specific entity wholly-owned subsidiary (Langan CA, Inc.). This is still the same business, just a corporate entity change.

Langan CA, Inc. is a California corporation with its principal place of business located at 135 Main Street, Suite 1500, San Francisco, CA 94105. *State of CA Business License #*: 5595125; *Federal ID #*: 92-3251943; *CA DIR Registration #*: 1000034324.

The officers are listed below:

Gerard M. Coscia	President and Chief Executive Officer
Satyendu S R Yadavalli	Chief Financial Officer and Treasurer
Eric Vervoordt	Chief Operating Officer and Secretary
Lori Adams Simpson	Vice President
Donald J. (DJ) Hodson	Vice President
Diane Fiorelli	Vice President
Michael Golias	Vice President
Andrew Turner	Vice President

The signing and submission of this proposal indicates our intention to adhere to the provisions described in this RFQ and a commitment to enter into a binding Contract in the form of the PSA.

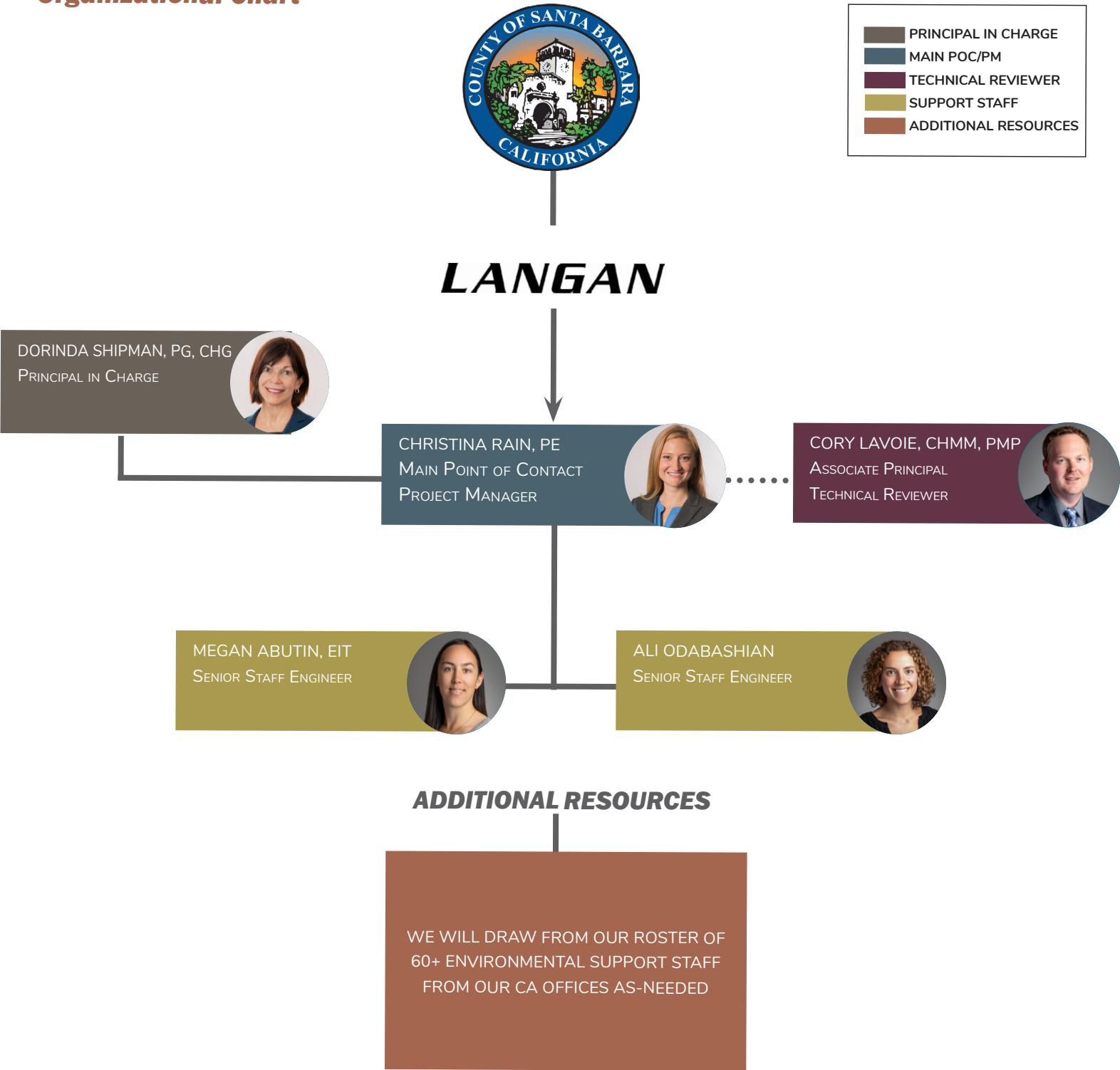


OFFICER

DJ Hodson, PE, LEED AP
 Managing Principal
dhodson@langan.com
 415.955.5240

3. Qualifications and Key Personnel

Organizational Chart



3. Qualifications and Key Personnel

CHRISTINA RAIN, PE

SENIOR PROJECT MANAGER

ENVIRONMENTAL ENGINEERING

Years with Langan: 12 years

Ms. Rain has 14 years of experience as a senior project manager and is a licensed civil engineer in the State of California. Ms. Rain has expertise and experience guiding clients through decisions related to environmental risk management and cleanup of soil and groundwater impacted by petroleum products and hazardous substances. She is experienced in environmental due diligence, investigations, cleanup/remediation, mitigation, construction quality assurance, and regulatory compliance. She specializes in vapor intrusion assessments and vapor mitigation system design. She manages sites across California under a variety of regulatory authorities, including the US Environmental Protection Agency (US EPA), CA Department of Toxic Substances Control (CA DTSC), Regional Water Quality Control Board (Water Board), and various local oversight programs. She has successfully negotiated regulatory site closures under the Water Board's Low-Threat Underground Storage Tank Case Closure Policy and Low-Threat Chlorinated Solvent Site Closure Policy.

SELECTED PROJECTS

- County of Santa Barbara, Confidential Environmental Services, SEMCO Industrial TCE-PCE Remediation, Santa Maria, CA
- San Francisco Office of Community Investment and Infrastructure (OCII), Hunters Point Naval Shipyard, environmental risk management and peer review of Navy remediation of chlorinated solvents, soil gas investigations, and proposed land use controls, San Francisco, CA
- County of San Mateo, County Office Building 3, VMS design (new construction) and construction quality assurance, Redwood City, CA
- American Space Company, Manufacturing Facility at Former Naval Air Station (NAS) Alameda, VI assessment, retro-fit VMS design, and VMS operation, maintenance, and monitoring (OM&M), Alameda, CA
- Real Estate Developer, Site A at Former NAS Alameda, chlorinated solvent groundwater plume modeling to develop a dewatering approach for infrastructure construction, Alameda, CA
- Private Owner, Calle de Luna Chlorinated Solvent Site, VI assessment, remediation, retro-fit VMS OM&M, Santa Clara, CA
- Real Estate Developer, 1121 3rd Street, vapor intrusion (VI) assessment, remediation, and low-threat chlorinated solvent site closure, Oakland, CA
- Real Estate Investment Trust, Plaza by the Sea, VI assessment and response plan, San Clemente, CA
- Real Estate Developer, Genesis Marina Life Sciences Development at Former Sierra Point Landfill, VMS/methane mitigation system (MMS) design (new construction) and construction quality assurance, Brisbane, CA
- Real Estate Developer, Los Nietos Warehouse, VMS construction quality assurance (new construction), Los Nietos, CA



EDUCATION

M.S., Civil &
Environmental Engineering
Carnegie Mellon University

B.S., Environmental
Studies
University of California
Santa Barbara

PROFESSIONAL REGISTRATION

Professional Engineer (PE)
in CA

AFFILIATIONS

Bay Area Council

Commercial Real Estate
Women (CREW)

CERTIFICATIONS

OSHA Training (40-Hour
HAZWOPER and 8-hour
Annual Refresher)

3. Qualifications and Key Personnel

DORINDA SHIPMAN, PG, CHG

PRINCIPAL / VICE PRESIDENT

Years with Langan: 27 years

Ms. Shipman has over 30 years of experience as a senior manager and hydrogeologist. Her expertise encompasses integrating environmental cleanup and mitigation with design and construction for real estate property transfer and redevelopment. She works successfully with the California Department of Toxic Substances Control, Regional Water Quality Control Boards, US Environmental Protection Agency Region 9, and numerous county regulators.



SELECTED PROJECTS

- County of Santa Barbara, Confidential Environmental Services, SEMCO Industrial TCE-PCE Remediation, Santa Maria, CA
- Vapor Intrusion Assessment, Preliminary Endangerment Assessment (PEA) and Case Closure, Pasadena, CA
- 2281 Calle de Luna VMS Retrofit and Indoor Air, Soil Vapor and Groundwater Monitoring in Response to RWQCB Order, Santa Clara, CA
- Treasure Island Development Authority (TIDA), Review of Navy Cleanup and Environmental Engineering Support, San Francisco, CA
- 3000 Broadway Mixed Use Redevelopment, Corrective Action and Vapor Mitigation System Closure, Oakland, CA
- Texas Instruments Inc., Remediation, Soil Vapor and Indoor Air Sampling, Santa Clara and Palo Alto, CA
- Alameda Naval Air Station Superfund Site, Building 360 Vapor Mitigation System Design, Observation and Monitoring, Alameda, CA

EDUCATION

M.S., Geology
(Hydrogeology Option)
Wright State University
B.S., Geology (cum laude)
Ohio University

PROFESSIONAL REGISTRATION

Professional Geologist
(PG) in CA, WA, NY
Certified Hydrogeologist in
CA, WA

CORY LAVOIE CHMM, PMP

ASSOCIATE PRINCIPAL

Years with Langan: 10 years

Mr. Lavoie has nearly 20 years of experience providing technical and management expertise for environmental remediation projects. Locally he has developed a strong reputation and relationships with the County of Santa Barbara Planning and Development, Air Pollution Control District, CA Coastal Commission, Central Coast RWQCB, CDFW, and CalGEM.



SELECTED PROJECTS

- County of Santa Barbara, Confidential Environmental Services, SEMCO Industrial TCE-PCE Remediation, Santa Maria, CA
- Santa Barbara Airport, Environmental Services, PFAS Remediation Project, Santa Barbara, CA
- Major Chemical Client, Industrial TCE-PCE Remediation, Southern CA
- City of San Luis Obispo, Environmental Services, Laguna Lake Dredge Project, San Luis Obispo, CA
- Environmental Attorney, Environmental Services, Industrial Facility Permitting and Compliance, Goleta, CA
- Major Petroleum Client, PCB and VOC Remediation and Restoration, Former Natural Gas Plant, Santa Barbara County, CA
- Major Petroleum Client, Oil Field Remediation and Restoration Monitoring and Maintenance, Santa Barbara County CA
- California Oil and Gas Producer, Lease Closure Permitting and Remediation for Future Residential Development, Santa Clarita, CA
- Major Petroleum Client, Product Pipeline Abandonment Assessment, Los Angeles to San Francisco, CA

EDUCATION

Post-Bacc. Certificate,
Engineering Management
University of Maryland
M.Sc., Environmental,
Towson University
B.Sc., Environmental,
Bloomsburg University

PROFESSIONAL REGISTRATION

Project Management
Professional
Certified Hazardous
Materials Manager

LANGAN

4. Experience of Firm

TREASURE ISLAND/YERBA BUENA ISLAND REDEVELOPMENT

SERVICES:

- *Indoor Air Quality Sampling and Vapor Intrusion Assessment*
- *Environmental Remediation Review and Oversight*
- *Land Use Control Planning and Management*
- *Environmental Support during Development*
- *Environmental Remediation Review and Oversight*
- *Utility Worker Training and Safe Practice Protocols*
- *Multi-Stakeholder Coordination*
- *Geotechnical Evaluation*
- *Development Planning Review*
- *Site/Civil Engineering*

LOCATION:

San Francisco, California

CLIENT:

*Treasure Island Development Authority
San Francisco Public Utilities
Commission*

REFERENCE:

*Robert Beck, Treasure Island Director
TIDA
Bob.Beck@sfgov.org,
415.274.0662*

COSTS:

\$3,300,000

PROJECT DATES:

Jan 2013 – Ongoing



Credit: Treasure Island Development Group

Langan provides environmental and multi-disciplinary engineering services for the Treasure Island/Yerba Buena Island Development Project on behalf of the Treasure Island Development Authority (TIDA), a public agency of the City of San Francisco. Our team oversees the environmental remediation program performed by the US Navy and assists with issues of land transfer, reuse, and controls. As the Navy completes their environmental program and transfers properties to TIDA, Langan has taken the lead in managing land use controls to confirm continued acceptable environmental conditions on the islands. These tasks have included indoor air quality sampling, preparation of soil management plans, stockpile management, tank removal, and lead and asbestos management.

Langan performed indoor air quality sampling and vapor intrusion assessments to support continued use of site buildings and site redevelopment. We collected co-located indoor air samples and sub-slab soil vapor samples to assess indoor air quality and residual volatile organics (VOCs) in the subsurface. We also developed indoor air monitoring plans to verify acceptable indoor air quality during subsurface ground improvement activities occurring in an area impacted by subsurface VOC contamination. The vapor intrusion assessments and indoor air monitoring plans were approved by the CA Department of Toxic Substances Control.

Our team works closely with TIDA and developers to plan and implement land development of the islands and Clipper Cove marina — addressing environmental conditions that affect construction, development design to land use controls, reuse criteria, regulatory agency coordination, and mitigation measures to address environmental restrictions.

We have developed strong working relationships with project stakeholders, including TIDA, San Francisco Department of Public Health, state environmental regulators, US Navy, and the development team. Our team has a high degree of familiarity with conditions at Treasure Island and Yerba Buena Island, including development plans, environmental conditions, and community and stakeholder issues.

LANGAN

4. Experience of Firm

1121 THIRD STREET

SERVICES:

- *Subsurface investigation for characterization and delineation of volatile organic compounds (VOCs)*
- *Sump Removal and VOC Remediation*
- *Indoor air sampling and vapor intrusion assessment*
- *Retrofit vapor mitigation system (VMS) design and construction quality assurance services*

LOCATION:

Oakland, California

CLIENT:

SrmErnst Development Partners

REFERENCE:

*Mr. Joe Ernst
srmErnst Development Partners
1919A Peralta Street
Oakland, CA 94607
510.219.5376
jernst@srmernst.com*

COST:

\$400,000 (Langan fee)

PROJECT DATES:

June 2022 – June 2024

The 1121 Third Street project repurposed a former warehouse for beneficial use. The Site was previously occupied by Nor-Cal Metal Fabricators. Operations included former use of paints and paint solvents.

Langan completed subsurface site investigations, including soil, soil gas, and groundwater sampling. The investigations identified volatile organic compounds (VOCs), predominantly tetrachloroethylene (PCE), in soil gas and groundwater above the Regional Water Quality Control Board's Environmental Screening Levels (ESLs) for Commercial/Industrial use. Langan identified the likely source of VOCs in the site subsurface as a precast vault/sump, that was historically used for paint refuse disposal.

Langan performed two seasonal indoor air sampling events and completed a vapor intrusion assessment. While no unacceptable risks to human health were identified, Langan designed and provided construction quality assurance services for a retro-fit vapor mitigation system (Retro-Coat™) at the request of the client. Langan also provided oversight for the removal of a former paint waste sump, excavation of surrounding soil, and limited pumping of groundwater. Langan was able to limit the required remedial action at the site by recommending land use restrictions compatible with intended use (primary residual impacts would be located beneath an open air parking lot). Langan obtained closure from the San Francisco Regional Water Board under the Low-Threat Chlorinated Solvent Site Closure Policy in 2024.



4. Experience of Firm

CALIFORNIA COLLEGE OF THE ARTS – UNIFICATION BUILDING

SERVICES:

- *Subsurface investigation for characterization and delineation of volatile organic compounds (VOCs)*
- *Underground storage tank (UST) Removal and VOC Remediation*
- *Vapor intrusion assessment, vapor mitigation system (VMS) design and construction quality assurance services*
- *Site management during Construction*

LOCATION:

San Francisco, California

CLIENT:

California College of the Arts

ARCHITECT:

Studio Gang

REFERENCE:

*Leigh Sata
California College of the Arts
lsata@cca.edu
(415) 828-1099*

COST:

*\$90,000,000 (Construction)
\$303,500 (Langan fee)*

PROJECT DATES:

Nov 2018 – July 2024



Credit: Studio Gang

California College of the Arts' 2.3-acre campus expansion will provide a living, learning laboratory for more than 30 academic programs in a multi-level structure. Located within a portion of San Francisco known as the Maher Ordinance Zone, the development is an area where naturally-occurring asbestos (NOA) and undocumented underground storage tanks are commonly found. The site was previously occupied by a Greyhound Bus Lines maintenance facility, which had several leaking underground storage tanks (UST). NOA, an undocumented UST, and residual impacts associated with the previous land use were encountered during construction.

Langan prepared a Site Mitigation Plan to be implemented during construction to address the proper characterization, handling, and disposal of impacted soil and establish requirements for imported soil. Upon discovery of an undocumented UST, Langan performed the required field investigations to characterize and delineate impacts to soil and groundwater, reviewed pre-existing soil vapor data, and updated the conceptual site model to further assess whether an increased risk to vapor intrusion was present. An in-situ remediation plan (excavation and bioremediation) was implemented under Regional Water Quality Control Board oversight to treat and/or remove residual impacts of volatile organic compounds and petroleum products to soil in the area. Construction was completed around case closure activities for the UST.

Langan's decades of experience in the Mission Bay Redevelopment Area, including compliance with the Maher Ordinance's requirements and the design of vapor mitigation systems (VMS), were brought to the project team in the early stages of design. Langan provided a VMS design to address the health and safety risks posed by the volatile vapors and methane gas in the subsurface. The system operates passively, providing a preferential pathway for subsurface gas/vapors to vent to the atmosphere at the roof level. The VMS was developed in collaboration with the design team for a cohesive approach that minimizes conflicts during construction.

5. Proposed Work Plan, Schedule, and Workload

Langan CA, Inc. (Langan) is pleased to present this Work Plan for environmental services at the Santa Barbara District Attorney's Office building located at 1112 Santa Barbara Street in Santa Barbara, California (site). Langan recommends that the County complete a vapor intrusion (VI) assessment for the site building due to proximity to known subsurface volatile organic compounds (VOC) contamination. The intent of the VI assessment will be to assess the potential risk to building occupants from VOCs in indoor air via the VI pathway and identify whether vapor mitigation measures are needed. The VI assessment will consist of indoor air and ambient air (IA/AA) sampling and will be completed in general accordance with applicable CalEPA guidance documents.¹

Task 1 – Establish VI Assessment Objectives and Approach

1.0 Progress Checkpoints. Langan will provide project management and participate in two 1-hour meetings to kickoff and to review the Draft Sampling and Analysis Plan (SAP).

1.1 Conduct a Building Survey and Field Screening for Total VOCs.² The objective of the building survey is to develop a conceptual understanding of how VI may be occurring, identify sampling locations, and identify indoor sources of VOCs. During the survey, Langan will conduct field screening with a photoionization detector to evaluate possible VI pathways and identify areas with the greatest VI potential.

1.2 Prepare a Sampling and Analysis Plan for IA/AA Sampling (Draft and Final). The SAP will detail proposed VI assessment objectives, sampling approach, analytical testing requirements, and quality control/quality assurance (QA/QC) measures. Langan will review publicly available environmental information for nearby properties to gain an understanding of the potential VOC source areas, which will be used to inform the SAP.

Task 2 – Conduct Indoor Air and Ambient Air Sampling

2.0 Progress Checkpoints. Langan will participate in up to two 1-hour meetings to plan for and discuss the results of IA/AA sampling and follow-on steps (e.g., notifications).

2.1 Conduct IA/AA Sampling. Langan proposes to perform an initial IA/AA sampling event over one field day representing wet season, HVAC-Off conditions. IA/AA sampling will be performed in general accordance with CalEPA guidance and Langan's standard operating procedures. We assume up to ten indoor air samples (including duplicates) will be collected from the ground floor level. Samples will be collected at breathing height in high-occupancy locations. A portion of the samples will be located at potential preferential pathways that could be susceptible to VI (e.g., plumbing penetrations and elevator pits). Langan will collect up to four ambient air samples to evaluate potential ambient air influences on indoor air quality. Samples will be analyzed for VOCs, including

¹ California Environmental Protection Agency (CalEPA), Final Guidance for the Evaluation and Mitigation of Subsurface VI to Indoor Air" (October 2011), Advisory – Active Soil Gas Investigation (July 2015), and Final Draft Supplemental Guidance: Screening and Evaluating VI (February 2023).

² Langan does not propose to complete soil gas sampling at this time based on the presumed off-site source of contamination, but can perform these services if warranted based on County objectives (e.g., if needed to support cost recovery objectives).

5. Proposed Work Plan, Schedule, and Workload

benzene, toluene, ethylbenzene, and xylenes, and total petroleum hydrocarbons as gasoline. The samples will be submitted to a State of California certified analytical laboratory under proper chain-of-custody (COC).

2.2 Prepare Completion Report (Draft and Final): Langan will prepare a summary report for the sampling event which will include tabulated analytical results compared to the San Francisco Bay Regional Water Quality Control Board's (RWQCB's) 2019 Environmental Screening Levels (ESLs) for commercial VI risk. The report will describe field activities and building survey results, summarize the IA/AA sampling results, evaluate the building's VI risk under the current commercial land use, and provide recommendations pertaining to the need for further human health risk assessment (HHRA) and/or VI mitigation measures. The report will include laboratory analytical reports, COC records, and completed field and sampling documentation.

2.3 Prepare HHRA (If Needed; Draft and Final): If VOCs are present in indoor air due to VI above the RWQCB's ESLs, Langan recommends performing an HHRA to further evaluate whether mitigation is advisable and/or occupant or RWQCB notifications are necessary. This task is provided as an optional task under our cost proposal.

2.4 Prepare Notifications to Building Occupants (If Needed): If an unacceptable VI risk is confirmed, Langan can assist the County with occupant notifications in accordance with California Proposition 65. This task is provided as an optional task under our cost proposal.

Task 3 – Conduct Second Indoor Air and Ambient Air Sampling Event to Assess Seasonal Changes

We propose that the VI assessment include a second IA/AA sampling event such that sampling is performed under two seasons as typically required by regulatory agencies.³ Langan proposes to perform the second IA/AA sampling event over one field day representing dry season, HVAC-Off conditions. Task 3 will include the same checkpoints and subtasks as Task 2 and Langan will consider both seasonal data sets during data evaluation. We assume only one notification would be required and no additional fees associated with task 2.4 are necessary associated with the second monitoring event.

Task 4 – Conduct Optional HVAC-On Indoor Air and Ambient Air Sampling

Langan may recommend an additional HVAC-On sampling event based on the results of the initial seasonal sampling events. The referenced CalEPA guidance documents recommend performing sampling under both HVAC-On and -Off scenarios to determine the effects of the HVAC operation on VI. HVAC-Off is considered the building condition that would result in higher VOC indoor air concentrations whereas the HVAC-On condition provides indoor air concentrations when the building is pressurized. As a conservative recommendation, we propose Tasks 2 and 3 as HVAC-Off sampling events.

³ Seasonal factors, including but not limited to, weather conditions, groundwater levels, soil temperature, and soil moisture, can cause significant temporal variability in soil gas contaminant concentrations and potential for VI. Additionally, seasonal building operations (heating, cooling, closing windows and doors, etc.) may also influence potential VI by increasing or decreasing indoor air concentrations of VOCs.

5. Proposed Work Plan, Schedule, and Workload

Task 5 – Perform Other As-Needed Services

If warranted, Langan will coordinate with the RWQCB (as lead regulatory agency for the surrounding area cleanup sites) and, if necessary, assist the County with entering into a voluntary oversight agreement with the RWQCB. We anticipate RWQCB involvement will be necessary if potentially unacceptable VI risks are identified. Langan will prepare plans for and coordinate the implementation of voluntary vapor mitigation measures on an as-needed basis. Langan can advise the County regarding best management practices (such as HVAC operational adjustments). Langan is also well experienced with retro-fit vapor mitigation system design and construction quality oversight. Langan can also provide as-needed legal support at the direction of legal counsel, if necessary.

TIME SCHEDULE

We propose the following general schedule:

- Establish VI Assessment Objectives and Approach: Jan./Feb. 2025
- Conduct Wet Season IA/AA Sampling Event: Feb./Mar. 2025
- Conduct Dry Season IA/AA Sampling Event: Aug./Sept. 2025

The need for and timing of RWQCB involvement and mitigation measure planning and implementation will depend on the findings of the VI assessment. Langan can expedite planning and implementation of mitigation measures as necessary based on findings. Similarly, Langan can provide legal support services according to County direction and timing requirements.

STAFFING AND WORKLOAD

Langan is a right-sized engineering consultant (around 25 local [Santa Barbara based], 100 regional, and 1,700 national staff) that has the resources and expertise to apply to projects of any size and level of complexity. Our Langan personnel assigned to this project are highly trained and experienced with conducting VI assessments, risk assessments, and vapor mitigation system design for properties impacted by subsurface contamination. Should the need arise, our Principal in Charge for this project, Ms. Dorinda Shipman, also has extensive experience providing legal and expert witness support services.

6. References for Past Performance

REFERENCE #1

Christine Monroe

Deputy County Counselor IV

County of Santa Barbara

105 East Anapamu Street #201

Santa Barbara, California 93101

Phone: 805.568.2950

Email: cmonroe@countyofsb.org



Project Title: SEMCO Industrial Site Remediation

Scope of Services: Langan is providing environmental consulting and engineering services to respond to the requirements of a Regional Water Board Cleanup and Abatement Order. The order pertains to the 7.31-acre former SEMCO Twist Drill and Tool Company, Inc. Site located in Santa Maria, California.

REFERENCE #2

Robert Beck, Treasure Island Director

Treasure Island Redevelopment

Authority (TIDA)

One Avenue of the Palms, Suite 241

San Francisco, CA 94130

Phone: 415.274.0662

Email: Bob.Beck@sfgov.org



Project Title: Treasure Island/Yerba Buena Island Redevelopment

Scope of Services: Langan provides environmental and multi-disciplinary engineering services for the Treasure Island/Yerba Buena Island Development Project on behalf of the TIDA, a public agency of the City of San Francisco. Our team oversees the environmental remediation program performed by the US Navy and assists with issues of land transfer, reuse, and controls. As the Navy completes their environmental program and transfers properties to TIDA, Langan has taken the lead in managing land use controls to confirm continued acceptable environmental conditions on the islands. These tasks have included indoor air quality evaluation, preparation of soil management plans, stockpile management, tank removal, and lead and asbestos management.

6. References for Past Performance

REFERENCE #3

Leigh Sata, Chief Facilities Executive

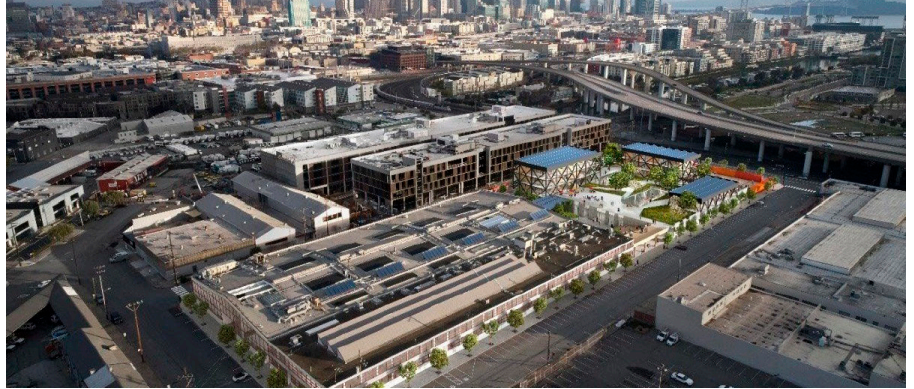
California College of the Arts

145 Hooper St

San Francisco, CA 94107

Phone: 415.828.1099

Email: lsata@cca.edu



Project Title: California College of the Arts, Unification Building

Scope of Services: Located within a portion of San Francisco known as the Maher District, the 2.3-acre campus expansion development is an area where naturally-occurring asbestos (NOA) and undocumented underground storage tanks are commonly found. The site was previously occupied by a Greyhound Bus Lines maintenance facility, which had several leaking underground storage tanks (UST). NOA, an undocumented UST, and residual impacts associated with the previous land use were encountered during construction. Langan prepared a Site Mitigation Plan to be implemented during construction to address the proper characterization, handling, and disposal of impacted soil and establish requirements for imported soil.

Upon discovery of an undocumented UST, Langan performed the required field investigations to characterize and delineate impacts to soil and groundwater and updated the conceptual site model to further assess whether an increased risk to vapor intrusion was present. An in-situ remediation plan was implemented under Regional Water Quality Control Board oversight to treat and/or remove residual impacts of volatile organic compounds and petroleum products to soil in the area. Construction was completed around case closure activities for the UST.

7. Deliverables

DELIVERABLES

Langan is committed to delivering high-quality solutions that meet the County's unique needs. With over 1,700 employees located throughout 40+ offices worldwide, Langan combines its local expertise and global reach to support complex projects in all major market sectors. We have 25 employees based in Santa Barbara and over 100 employees in our eight California offices —Santa Barbara, Irvine, Los Angeles, Riverside, Sacramento, San Diego, San Francisco, and San Jose — which provides the County with an experienced and knowledgeable local team, backed by international experts.

In addition, our global network of offices and experts allows us to provide our clients with access to the latest technologies and best practices. This ensures that we are always at the forefront of our industry and able to provide our clients with the most innovative and effective solutions. We have state-of-the-art computer capabilities and software applications that allow us to efficiently analyze and interpret data, as well as to create detailed reports and presentations.

Our staff are well-versed in Microsoft programs; we prepare our reports in Microsoft Word, fee estimates are completed in Excel, and project schedules are done in Microsoft Project. We anticipate using our dedicated Data Management and Analytics team for processing and managing the indoor air data collected through this project. Our team uses an EQulS database for data storage and to facilitate data screening and visualization, while limiting possible transcription errors.

Our electronic record keeping system ensures that all project information is securely stored and easily accessible. Additionally, we utilize SharePoint to facilitate communication and collaboration among our team members and with our clients. This platform allows us to share project information, documents, and updates in real-time, ensuring that everyone is informed throughout the project lifecycle.

Our team's schedule and cost management processes are aimed at coordinating and managing work activities to ensure project schedules and budgets are met, and our approach involves effective and timely communication to successfully resolve scope, schedule, and budget variances.

Controlling cost begins with a clear definition of task objectives and a project team skilled in maintaining schedules and budgets. Langan will develop project schedules and budgets in close consultation with the project team members to ensure the anticipated expenditures are realistic and appropriate. We prepare proposals that clearly define our scope of services, the associated estimated fee, and schedule. Upon project authorization, Langan has a state-of-the art financial budgetary program, Systems 2022 (SAP S/4 HANA).

These tools are available to our project managers to help ensure we deliver cost-effective services and maintain accountability for contractual obligations. We will set up every authorized project in Systems 2022 with detailed tasks, associated budgets, and estimated schedule. Immediately upon entry of timesheet data by Langan personnel, the project manager will have access to information on individual projects including hours and fees spent to date, percent of project completed, and personnel hours charged to the project, subconsultant and subcontractors invoicing information, and all other invoicing information. At any time, our Project Manager, can access this information.

8. Cost Proposal

Per RFQ requirements, our cost proposal has been provided in a separate file.

9. Required Statements

Non-Substitution

Langan attests the proposed team members identified will remain as key personnel for the life of the contract. Departure or reassignment of, or substitution for, any member of the proposed project team shall not be made without the prior written approval of County.

Non-conflict of interest

Langan attests that we are not currently committed to another project that would constitute a conflict of interest with the project identified in this RFQ/P.

Non-collusion affidavit

Langan attests that our bid response is genuine and not collusive or sham, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. Our proposal is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

Statement of litigation and/or claims related to past projects for the past ten (10) years

Langan is a large firm and is involved in over 5,000 projects per year. Many of these projects are large and complex and typically generate a variety of claims and disputes, some of which evolve into formal legal proceedings. These proceedings typically name all design consultants, including Langan, regardless of scope and responsibility. In a majority of these proceedings, Langan has been named as a defendant despite our belief that the firm has no liability. Although various legal proceedings are currently pending against Langan alleging breach of contract or negligence in connection with the performance of professional services, Langan's management does not believe that any of these proceedings will have a material adverse effect on the operations of the Company. Additional details are available upon request

Langan's DIR Registration number is: 1000034324. Our City/County of Santa Barbara Vendor/
Business license/registration number is: 9925031705. Our account number is 790515.

EXPIRES DECEMBER 31, 2024

Schedule	Description	Units
403.00	ENGINEERING CONTRACTOR	

9. Required Statements

Ability to fulfill the indemnification and insurance requirements contained in the PSA

Langan agrees to the indemnification and insurance requirements contained in the PSA with the following redline requests (underline text represents additions and strike-out text represents deletions):

Limitation of Liability: Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, the total liability, in the aggregate, of CONTRACTOR and its officers, directors, partners, employees, agents, and subconsultants, to AGENCIES, and anyone claiming through or under AGENCIES for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the available proceeds of insurance up to the primary limits required under this Agreement, for the policy covering the claim. To the extent insurance coverage is afforded, COUNTY requires and shall be entitled to the full amount of available limits maintained by the CONTRACTOR. To the extent insurance coverage is not afforded, CONTRACTOR shall not be released from indemnity obligations in accordance with Exhibit C.

INDEMNIFICATION. CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, ~~agents~~ and volunteers from and against any and all third party claims, and actions, and the resulting losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including to the extent caused by the negligent acts, errors or omissions of the CONTRACTOR and any person or entity for which the CONTRACTOR is legally responsible and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by COUNTY on account of any such claim except where such indemnification is prohibited by law. ~~CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.~~ Notwithstanding the foregoing and with respect to professional liability claims only, CONTRACTOR shall not have an upfront duty to defend and shall satisfy its defense obligation at the time of judgment, award or settlement by paying a share of the defense costs incurred by the indemnitee(s) in a proportionate amount equal to CONTRACTOR's fault.

INSURANCE. CONTRACTOR shall ~~procure and~~ maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property to the extent caused by which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

- A. Minimum Scope of Insurance Coverage shall be at least as broad as: ...
 3. Workers' Compensation: Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident/\$1,000,000 per employee/\$1,000,000 policy limit for bodily injury or disease. *(Not required if CONTRACTOR provides written verification that it has no employees)*
 4. Professional Liability: (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession for Contractor's negligent acts, errors or omissions in the performance of professional services in connection with this agreement with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.
- B. Other Insurance Provisions...
 1. Additional Insured – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability to the extent caused by arising out of the work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance ~~at least~~ as broad as ISO Form ~~CG 20 10 11 85 or both~~ CG 20 10 04/13, CG 20 26, CG 20 33, or CG 20 38; and CG 04/13 20 37 forms if later revisions used).
 2. Primary Coverage – For any claims related to this contract, the CONTRACTOR'S insurance coverage affording additional insured coverage as required herein shall be primary coverage ~~at least~~ as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it...
 7. Verification of Coverage – CONTRACTOR shall furnish the COUNTY with proof of insurance, ~~original~~ certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and reasonably approved by the COUNTY before work commences.



COST PROPOSAL
ENVIRONMENTAL SERVICES- INDOOR AIR QUALITY
PROJECT NUMBER 24025

8. Cost Proposal

Cost Estimate for Santa Barbara County RFQ #24025
District Attorney's Office Building
1112 Santa Barbara Street in Santa Barbara, California

December 2024
Langan Project No. 731790301

Task Description	Task No.	Description	Low Estimate	High Estimate	Type
Task 1 – Establish Vapor Intrusion Assessment Objectives and Approach	1.0	Progress Checkpoints and Meetings	\$2,000		Budget
	1.1	Building Survey and Field Screening	\$3,500		Budget
	1.2	Sampling and Analysis Plan (Draft and Final)	\$2,500		Budget
Task 2 – Conduct Indoor Air and Ambient Air Sampling	2.0	Progress Checkpoints and Meetings	\$5,000		Budget
	2.1	IA/AA Sampling	\$17,500		Budget
	2.2	Completion Report (Draft and Final)	\$8,000		Budget
	2.3	HHRA (If Needed; Draft and Final)	–	\$8,000	Budget
	2.4	Notifications to Building Occupants	–	\$2,500	Budget
Task 3 – Conduct Second Indoor Air and Ambient Air Sampling Event to Assess Seasonal Changes	3.0	Progress Checkpoints and Meetings	\$5,000		Budget
	3.1	IA/AA Sampling	\$17,500		Budget
	3.2	Completion Report (Draft and Final)	\$8,000		Budget
	3.3	HHRA (If Needed; Draft and Final)	–	\$8,000	Budget
Task 4 – Conduct Optional HVAC-On Indoor Air and Ambient Air Sampling	4.0	Progress Checkpoints and Meetings	–	\$5,000	Budget
	4.1	IA/AA Sampling	–	\$17,500	Budget
	4.2	Completion Report (Draft and Final)	–	\$8,000	Budget
	4.3	HHRA (If Needed; Draft and Final)	–	\$8,000	Budget
Task 5 – Perform Other As-Needed Services	5.0	Regulatory Agency Coordination	–	\$7,500	Planning
	5.1	Vapor Intrusion Mitigation Plan (Draft and Final)	–	\$19,500	Planning
	5.2	Implement Vapor Intrusion Mitigation Plan (excluding demolition/improvement costs)	–	\$305,000	Planning
	5.3	Legal Support Services	–	\$14,500	Planning
			\$69,000	\$472,500	Planning

Notes:

Low and High Estimates are provided for planning purposes. Tasks 4 and 5 are excluded from the low budget estimate because the necessity for these tasks is not known at this time and the specific scope of services required would be developed at a later date based on need. Task 4 is an optional task that may be recommended contingent upon the findings from Tasks 1 through 3. The Task 5 budgets are considered "planning level" approximations.

IA/AA - indoor air and ambient air

8. Cost Proposal

SCHEDULE OF FEES AND CONDITIONS

(Public Agency)
Effective 1 January 2024

BILLING CATEGORY	HOURLY BILLING RATE
Technician - Level I (Engineering Technicians)	95
Technician - Level II (Technicians/Word Processing/Technical Typists/Financial Analysts)	110
Technician - Level III (Engineering Technicians/Inspectors, CADD and GIS)	125
Staff Personnel - Level I	135
Staff Personnel - Level II	140
Staff Personnel - Level III	145
Senior Staff Personnel - Level I	155
Senior Staff Personnel - Level II	160
Senior Staff Personnel - Level III	165
Project Personnel - Level I	170
Project Personnel - Level II	175
Project Personnel - Level III	180
Senior Project Personnel - Level I	195
Senior Project Personnel - Level II	205
Associate	235
Senior Associate	245
Associate Principal	255
Principal	265
Senior & Managing Principal	275

- Senior Consultants are billed at \$275/Hour

- At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.

- Litigation related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one half day and a minimum of 8 hours for services over 4 hours.

- Langan reserves the right to make adjustments for individuals within these classifications as may be necessary by reason of promotion, and to increase our hourly billing rates due to annual salary increases.

CONSULTANT EQUIPMENT RENTAL RATES

Automobiles, Vans, and Small Trucks (travel time plus time on site) \$26.25 per hour/\$210 per day.

SUBCONTRACTOR/SUBCONSULTANT COSTS

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

REIMBURSABLE EXPENSES

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. PID's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates.

PREVAILING WAGE

If applicable, prevailing wage premium will be added to the rates stated above.

TERMS

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

EXHBIT A-2

COUNTY'S REQUEST FOR PROPOSAL



REQUEST FOR QUALIFICATIONS/PROPOSALS

FOR

ENVIRONMENTAL SERVICES- INDOOR AIR QUALITY

PROJECT NUMBER 24025

SANTA BARBARA

Publish Date: November 05, 2024

Submission Deadline: December 19, 2024, 3:00 pm PDT

Submission and Correspondence via Public Purchase:

Public Purchase: [Login \(www.publicpurchase.com\)](https://www.publicpurchase.com)

**Santa Barbara County – General Services
260 N. San Antonio Road – Casa Nueva
Santa Barbara, CA 93110-1315**

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1.0 INTRODUCTION

The County of Santa Barbara General Services Department (“County”) is seeking qualifications from consultants (“Proposers”) for qualified environmental services consultant to provide a range of services to evaluate indoor air quality at the Site to assess human health risk given the proximity to adjacent sites that are impacted with PCE contamination. This RFQ is intended to broadly identify the scope of potential services to evaluate and ensure a safe and healthy environment for the occupants of the building at the Site. The County does not guarantee the amount or duration of work or number of authorizations that may be needed.

Qualifications for the Environmental Services include:

- a) Familiarity with the applicable EPA/DTSC guidance documents/procedures, and commercial environmental screening levels (ESLs).
- b) Recent experience (last five years) completing comparable projects.
- c) Excellent communication skills, including but not limited to report preparation and information depiction through maps, charts, and graphs.

Consultant must be able to start work upon award of contract in January 2025.

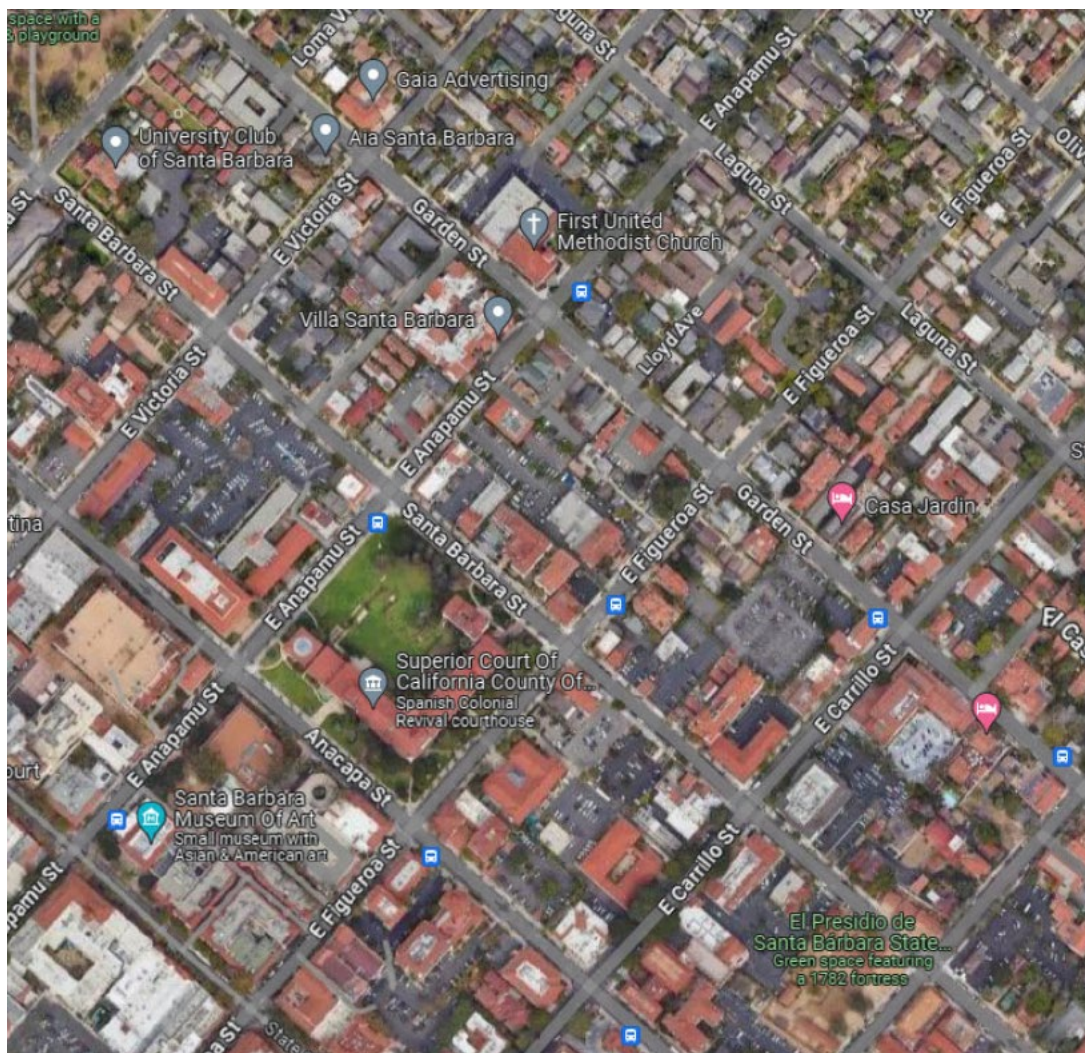
2.0 BACKGROUND

The County building located at 1112 Santa Barbara Street in Santa Barbara, California (“Site”) is surrounded by sites that are impacted by historical volatile organic compound releases (specifically tetrachloroethene (“PCE”)) and its degradation products, which are under the oversight of the Regional Water Quality Control Board – Central Coast Region.

1. The Former Schauer Printing site, located at 1126 Santa Barbara Street, is a known source of PCE contamination (Geotracker ID: SL0608395538). This site remains under current investigation to evaluate any migration of contamination from the site. The site was recently sold to a new owner who will be subject to the Regional Water Board’s directives.
2. The Former U-Neat Cleaners site, located at 212 East Anapamu Street, was also a suspected source of PCE (Geotracker ID: SL0608380879). The Regional Water Board closed the site on April 9, 2019, determining that the majority of the solvents originated from the former Schauer Printing site.
3. The Former Fenn Cleaner site, located at 201 E. Figueroa Street, was historically operated as a gasoline station and then a dry cleaner, and PCE is a primary chemical of concern (Geotracker ID: SLT3S0381291). The Former Fenn Cleaner site is currently under review for case closure.
4. In addition, there are two closed leaking underground storage tank sites in the vicinity: the Santa Barbara Courthouse (Geotracker ID: T0608300402), and City of Santa Barbara Police Station (Geotracker ID: T0608300020).

3.0 PROJECT GOAL

The County will select an environmental firm qualified to provide the services as defined in this RFQ / RFP.



General Location

4.0 SCOPE OF WORK

The range of services may include but are not limited to surveys, field investigations, indoor air quality testing through one or more sampling events (e.g., dry and wet seasons), to prepare any necessary notices to tenants, reports and mitigation plans, to communicate with any local, regional, state or federal agencies, and to provide legal support and related support at the direction of legal counsel, if necessary.

5.0 OTHER PROJECT CONSULTANTS

The County may contract with separate consultants as necessary for related work. It is expected the firm selected as part of this RFQ/P will work with the County to coordinate any related work scope.

6.0 FEES AND TENTATIVE CONSTRUCTION BUDGET OUTLINE

The Consultant will be required to submit billings on a monthly basis, as specified in the Contract.

Travel time required by the Consultant to reach the designated meeting place, County staff office or project site shall be included in all quoted fees and shall not be billed separately. There shall be no reimbursable expenses on this project unless associated with additional services to be approved in writing, in advance, by County.

Section 11.8 outlines the cost proposal requirements for this project. All cost proposals shall be submitted in a separate file on the Public Purchase website. Cost Proposals are due the same time as qualifications submissions. Cost proposals shall breakdown the project consistent with the scope of work presented and should include all costs associated with the project. All costs shall be not-to-exceed.

7.0 TENTATIVE PROCUREMENT SCHEDULE

The following represents the tentative schedule for this RFQ/P. All dates are subject to change.

RFQ/P Issuance and Evaluation	November 05, 2024
Questions for the County due by 4:00p.m.	December 05, 2024
Answers to questions posted on County Website	December 12, 2024
Statement of Qualifications (“SOQ”) and Proposal Submission Deadline by 3:00p.m.	December 19, 2024
County reviews SOQs and may invite top Proposer(s) for interviews	December 19-20, 2024
Potential Interview Sessions	January 03, 2025
County selects Proposer(s) to move forward with	January 06, 2025
Award PSA Contract	January28, 2025

8.0 PRE-PROPOSAL CONFERENCE / VENDOR REGISTRATION

No Pre-Proposal Conference will be held for this RFQ/P. Inquiries from all proposers will be fielded through the Public Purchase system and will be provided to all proposers through the addendum process. The County encourages all proposers to submit questions that could further define the scope of work for the project.

All firms providing a response to this RFQ/P are to provide Proof of Department of Industrial Relations (“DIR”) registration will be required as part of the response to this RFQ/P.

9.0 REGISTERING WITH PUBLIC PURCHASE

If you are not a registered user of Public Purchase you will need to register an account to submit a proposal for this solicitation (use the link below)

Public Purchase: Login (www.publicpurchase.com)

10.0 PROPOSAL QUESTIONS

Questions or requests for clarification of this RFQ/P must be submitted in writing on the Public Purchase website. Any amendment or addendum to this RFQ/P is valid only if issued in writing to the RFQ/P on the Public Purchase website (www.publicpurchase.com). Questions must be submitted by no later than the timeline listed in the RFQ/P Timeline Schedule. The County will publish answers to the questions in an addendum to the RFQ/P on the date listed in the timeline provided.

Potential Proposers should not contact Santa Barbara County officials, staff or evaluation panel members directly regarding any aspect of this RFQ/P. If such contact is made, the County reserves the right to reject the proposal.

In the event that it becomes necessary to revise any part of this RFQ/P, written addenda will be issued. Any amendment to this RFQ/P is valid only if in writing and issued by the County of Santa Barbara. Verbal conversations or agreements with any officer, agent, or employee of County that modify any terms or obligations of this RFQ/P are invalid.

It is the Proposer's sole responsibility to monitor their email inbox for possible addenda to this RFQ/P. Failure of Proposer to retrieve addenda shall not relieve him/her of the requirements contained therein. Additionally, failure of Proposer to return a signed addendum, when required, may be cause for rejection of such Proposer's proposal.

11.0 INSTRUCTIONS FOR PROPOSERS

Each proposal submitted in response to this RFQ/P shall include the information described in this Section 11.0. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFQ/P. Excessive information will not be considered favorably.

General: The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format, and content of proposals so, that proposals are complete, contain all essential information, and can be evaluated fairly.

Submission and Content of Proposals: All proposals must be received by the proposal submission deadline as identified in Section 9.0 of this RFQ/P and submitted via Public Purchase.

Proposals shall be formatted so they can be printed in 8 ½" x 11" format, drawings may be formatted for 11" x 17" sizing. All documentation shall be in 12-point font.

All proposals will be valid for one hundred eighty (180) days.

All proposals shall contain the following elements, **in the order presented below**. Proposals shall be divided into tabbed sections and should not exceed (15) fifteen pages (each side of the page, if utilized is considered 2 pages – front and back).

11.1 Transmittal/Cover Letter: (two pages maximum) with the following information:

- Title of this RFQ/P.
- Name and Mailing Address of Proposer (include physical location if mailing address is a P.O. Box).
- Year the Proposer's business entity was established and first registered with the California Secretary of State to do business in California.
- Type of business entity of the Proposer (e.g., partnership, corporation)
- Proposer's organizational structure, its constituent parts and size variation of staff in the past five (5) years.
- Name of contact person including title, address, email and telephone. This individual should be available by telephone or email to provide the location of the Proposer's office that will be responsible for this project.
- A statement by Proposer requesting protection of proprietary information if necessary. All proposals may be considered public information. Subsequent to award of a Contract, all or part of any proposal may be released to any person or entity who may request it. Therefore, a Proposer

must indicate in their Cover Letter if such Proposer is requesting that any portion of their proposal be treated as proprietary or confidential and not released as public information.

- Addenda Acknowledgement

11.2 Signatory Requirements: (one page) In order to receive consideration, the Cover Letter must be signed by an officer empowered by the Proposer to sign such material and thereby commit the Proposer to the obligations contained in the proposal. **Further, the signing and submission of a proposal shall indicate the intention of the Proposer to adhere to the provisions described in this RFQ and a commitment to enter into a binding Contract in the form of the PSA.** Submittals shall be signed by one of the following representatives:

- If the Proposer is a **partnership, limited partnership, or limited liability partnership**, the proposal shall be signed in the name of the partnership, as registered with the California Secretary of State to do business in California, by partner(s) duly authorized to legally bind the partnership, or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the partnership.
- If the Proposer is a **corporation**, the proposal shall have be executed on behalf of the corporation, reflecting the full legal name of the corporation as registered with the California Secretary of State to do business in California, and the actual signature of the officer of the corporation who is duly authorized to legally bind the corporation written (not typed) below the corporate name. The title of the office held by the officer signing on behalf of the corporation shall appear below the signature of such officer.
- If the Proposer is an **individual** doing business under a fictitious business name on file with the County of Santa Barbara, the proposal shall be signed in the full legal name of the individual doing business as such fictitious business name.
- If the Proposer is a **Limited Liability Company**, the proposal shall be signed in the full legal name of the Limited Liability Company, as registered with the California Secretary of State to do business in California, by the Limited Liability Company's manager(s) or managing member(s) duly authorized to legally bind the Limited Liability Company.

11.3 Qualifications: (three pages maximum) A synopsis of each proposed team member's qualifications and experience with public or government projects of similar type and size as described in this RFQ, including length of service with the firm and resume. Include an organization chart of the proposed staff to be assigned to this project. For all sub-consultants to be used provide firm name, area of expertise, the names of individual staff assigned to this project and their role on the team.

11.4 Experience of Firm: (three pages maximum) A narrative of the Proposer firm's qualifying background and experience with public or government projects of similar type and size as described in this RFQ. Individual project descriptions, including scope, project budget and schedule are encouraged.

11.5 Proposed Work Plan, Time Schedule and Workload: (three pages maximum) Provide a work plan description addressing all scope of work tasks along with a proposed timeline schedule reflecting each task and its deliverables and identifying appropriate progress checkpoints along with draft or interim deliverables. Also provide a narrative of firm staffing size, current firm workload, and with consideration of the firm's current projects, confirm the firm's ability to perform the scope of work as described herein.

11.6 References for Past Performance: (two pages maximum) Provide a list of past performance and service. Include three (3) references for whom the proposer has developed a comparable project. Include

project name, contact person, title, address, telephone number, email address as well as the contact person's role in the project and which of the Proposer firm's staff participated and their roles. For each reference listed, submit a brief summary of the scope of the services provided.

11.7 Deliverables: (one page) Describe your firm's ability to provide deliverables in the required formats:

- a) Word documents in Microsoft Word.
- b) Spreadsheets in Microsoft Excel.
- c) Schedules in Microsoft Project.
- d) Databases as necessary for compiling, storing and accessing the project records in a commonly available format.

11.8 Cost Proposal: (cost proposal not counted to page count limit) Provide a separate, total cost proposal (not to exceed) for all services to be delivered, including a breakdown of costs itemized for each Task as defined in the Scope of Work. This cost proposal shall encompass the complete proposed project costs for meetings and project expenses for reproduction, postage, mileage, travel time and all related miscellaneous expenses. Also provide an hourly rate schedule for all assigned team members, including hourly rates for participation in public meetings. The cost proposal shall be utilized for unit price information at this stage, and thereafter to negotiate a Contract for those services at a fair and reasonable fee with the best qualified Proposer.

The Cost Proposal shall be submitted as a separate file on Public Purchase. It shall be identified with the name of your firm, the name of this project, and "Sealed Cost Proposal".

11.9 Required Statements: (one page per statement) Include statements of assurance regarding the following requirements:

- Non-substitution for the designated members of the proposed staff members and Sub-consultants without prior approval by County.
- Non-conflict of interest.
- Non-collusion affidavit.
- Statement listing of litigation and/or claims related to past projects for the past ten (10) years.
- Ability to fulfill the indemnification and insurance requirements contained in the PSA. Please note that actual certificates of insurance are not required as part of your submittal.
- Proof of DIR Registration and County Vendor Registration.

Retention of Proposal. All proposals will become the property of the County. Proposals shall not be returned to the Proposer.

12.0 EVALUATION PROCESS

Proposals will be evaluated by a selection committee and the Proposers submitting the most highly rated proposals may be invited for interviews. The following evaluation criteria and rating schedule will be used to determine the Proposers that are most qualified. The County may consider other criteria it deems relevant.

	Evaluation Criteria	Maximum Possible Points
A.	Completeness of SOQs Submission- SOQ's should describe comprehensive services and should respond to each of the items set forth in this RFQ/P.	20
B.	Personnel Experience and Qualification- Evaluation of the list of personnel specifically assigned to the proposed project, including their qualifications, overall experience, and recent experience on projects of similar nature and complexity to the proposed Project.	20
C.	Depth and Quality of Respondent's Performance - Qualifying background and relevant experience of firm and sub-consultants on Project of similar nature and complexity.	25
D.	Technical/Management Approach- Evaluation of Respondent's typical strategy towards performing environmental services-for indoor air quality.	20
E.	Availability- Evaluation of the workload of Respondent and the staffing to be assigned to the proposed Project; time scheduled of the Respondent in relation to that of the proposed Project's locations of the offices or facilities from which the services are to be provided to County.	15
	TOTAL POSSIBLE POINTS	100

13.0 SELECTION PROCEDURE

Proposers should familiarize themselves with the PSA and expect to execute the PSA as presented herein without modifications or changes.

County staff will open Proposals following the submittal deadline. The only information that will be made available to the public at that time will be the names of the Proposers submitting Proposals. The contents of all Proposals, or any other medium which discloses any aspect of the Proposal, shall be held in strictest confidence until the County releases a Notice of Intent to Award. Proposals will be reviewed for responsiveness. A selection committee will then evaluate proposals in accordance with the above criteria. The Proposer(s) submitting the highest rated proposals may be invited for an interview. Interviews will be conducted solely at County's option. County reserves the right to select the most qualified firm solely on the content of the proposal. If County chooses to conduct interviews, the firm's proposed Project Manager shall represent the firm at the interview. After completion of the interviews, the Committee will recommend the firm with the highest interview evaluation, for approval by the Board of Supervisors.

The County expects to enter into contract negotiations with the top-ranked Proposer, during which time the County and the top-ranked Proposer will resolve any necessary issues that need to be addressed prior to entering into the Contract. Upon successful completion of such negotiations and discussions, the County and the selected Proposer shall enter into a Contract in the form of the PSA. If, in the sole judgment of the County, these negotiations are not successful, the County reserves the right to enter into negotiations with other Proposers, proceeding in the order of their initial ranking.

County reserves the right to enter into a Contract in the form of the PSA without further discussion or negotiation of the Proposal. Therefore, each Proposal should be submitted on the most favorable terms to which the Proposer is willing to be contractually bound.

County reserves the right to award a Contract to the Proposer who, in the sole judgment of County, presents the most favorable response to this RFQ/P (and possible follow-up interviews) pursuant to the evaluation criteria indicated above.

County reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Proposer.

In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. County reserves the right to reject any and all proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful Proposer. County shall be the sole judge of the materiality of any such defect or irregularity.

Failure to comply with any of the requirements contained herein may result in disqualification of a Proposer or proposal. It is the responsibility of all Proposers to read ALL sections of this RFQ/P prior to submitting a Proposal.

14.0 ASSURANCE OF DESIGNATED PROJECT TEAM

The Proposer shall assure that the designated staff, including sub-consultants, are used for the work described in this RFQ/P. Departure or reassignment of, or substitution for, any member of the proposed project team or sub-consultant(s) shall not be made without the prior written approval of County.

15.0 GENERAL TERMS AND CONDITIONS

Standard Contract: Upon completion of the evaluation and recommendation for award, the selected Proposer will be required to execute, as the Consultant, a Contract in the form of the PSA. Proposers are advised to carefully review the attached PSA and to be prepared to enter into a Contract in the form of the PSA without negotiations.

Independent Contractor: At all times, the Contractor shall represent themselves to be an independent contractor offering such services to the general public and shall not represent themselves, or their employees, to be an employee of County. Therefore, the Contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold County its officers, agents, and employees, harmless from and against, any and all loss, cost (including attorney fees), and damage of any kind related to such matters.

Non-Appropriation: County may terminate any resulting Contract at the end of any fiscal year, June 30th, without further liability other than payment of debt incurred during such fiscal year, should funds not be appropriated by its governing body to continue services for which the Contract was intended.

Non-Collusion: Proposers submitting proposals shall warrant that the offer of their proposal is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to proposals which are submitted

by firms who have partnered with others to submit a cooperative proposal that clearly identifies a primary consultant and the associated sub-consultant.

Indemnification and Insurance Requirements: The County's standard indemnification and insurance requirements are provided in the PSA, shall be included in the Contract, and are non-negotiable (see Attachment B).

Protests and Appeals: All protests shall be submitted in writing to the Chief Procurement Officer within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto.

16.0 REJECTION OF PROPOSALS

Prospective consultants interested in being considered must submit a proposal as a Proposer in compliance with this notice. **Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ/P prior to submitting a Proposal.** The County reserves the right to reject any or all Proposals, to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm.

The County may reject a Proposal if it is conditional, incomplete, contains irregularities, or reflects inordinately high cost rates. County may waive immaterial and/or minor deviation and/or irregularities in a Proposal. County shall be the sole judge of the materiality of any such defect, deviation, and/or irregularity. Waiver of an immaterial/minor deviation shall in no way modify the RFQ/P documents or excuse the Proposer from full compliance with the Contract requirements if the Proposer is awarded the Contract.

17.0 VALID OFFER

Proposals shall remain valid for one hundred eighty (180) days from the due date. The County reserves the right to negotiate with the successful Proposer any additional terms or conditions not contained in their proposal which are in the best interest of the County or to otherwise revise the scope of this RFQ.

This RFQ does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the obligation of the Proposer. All proposals, whether accepted or rejected, shall become the property of the County and will not be returned. Unnecessarily elaborate responses, enclosures and specialized binding are not desired.

18.0 COUNTY'S RIGHTS

The County reserves the right to:

1. Request clarification of any submitted information.
2. Waive any irregularity or immaterial deviation in any proposal.
3. Not enter into any agreement.
4. Not select any Proposer.
5. Cancel this process at any time.
6. Amend this process at any time.
7. To award more than one contract if it is in the best interest of the County.
8. Interview Proposers prior to award.
9. To request additional information during an interview.

Waiver of an immaterial deviation shall in no way modify the RFQ documents or excuse the proposing firm/team from full compliance with the contract requirements if the prospective Proposer is awarded the contract.

19.0 CONTRACT AWARD

Award shall be recommended to the Proposer whose proposal best meets the needs of the County. The County reserves the right to reject any or all proposals, and to solicit additional proposals if deemed in the best interest of the County to do so. The decision of the County Board of Supervisors shall be final in making such determination.

The successful Proposer will receive written notification of the award, along with instructions for finalizing the Contract documents.

Response and selection of a Proposal will not necessarily result in a contract with the County of Santa Barbara. Proposal opening does not constitute awarding of a contract. Contract award is by action of the Santa Barbara County Board of Supervisors and is not in force until fully executed by that Board.

20.0 CONFLICT OF INTEREST

Prospective Proposers warrant and covenant that no official or employee of the County, or any business entity in which an official of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting Contract, nor that any such person will be employed in the performance of such Contract without immediate divulgence of such fact to the County. Each Proposer's proposal shall contain a statement to the effect that such Proposer is not currently committed to another project that would constitute a conflict of interest with the Project identified in this RFQ/P.

21.0 PUBLIC RECORDS REQUEST

All proposals and materials submitted in response to this RFQ/P shall become property of the County and will not be returned. All responses, including the accepted proposal and any subsequent contract, become public records per the requirements of the California Government Code, Sections 6250 - 6270, "California Public Records Act". Proprietary material must be appropriately and clearly marked as such. Pricing and service elements of the successful proposal are not considered proprietary information. Proposers which inappropriately designate all or any portion of their proposal as confidential or proprietary without justification may be deemed unresponsive.

The County will treat all information submitted in a proposal as available for public inspection once the County has selected a Consultant. If you believe that you have a legally justifiable basis under the California Public Records Act (Government Section 6250 et. seq.) for protecting the confidentiality of any information contained within your proposal, you must identify any such information, together with the legal basis of your claim in your proposal, and present such information separately as part of your response package.

The final determination as to whether the County will assert your claim of confidentiality on your behalf shall be at the sole discretion of the County. If the County makes a determination that your information does not meet the criteria for confidentiality, you will be notified as such. Any information deemed to be non-confidential shall be considered public record.

Upon receipt of a request for disclosure pursuant to the California Public Records Act for information that is set apart and marked as proprietary, County will notify you of the request for disclosure. You shall have sole responsibility for the defense of the proprietary designation of such information. Failure to respond to the notice and enter into an agreement with County providing for the defense of and complete indemnification and reimbursement for all costs incurred by the County in any legal action to compel the disclosure of such information, shall constitute a complete waiver of any rights regarding the information designated proprietary and such information will be disclosed by County pursuant to applicable procedures under the California Public Records Act.

22.0 BUSINESS LICENSE REQUIREMENT & OTHER REQUIRED PROVISIONS

It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of Santa Barbara County without possessing a County business license unless exempt under County Code Sec. 22-73. Contact the Tax Collector's Office at 105 East Anapamu St, Santa Barbara, 93101, or phone (805) 568-2920, for further information.

It is not a requirement to possess a County business license at the time of proposal submittal. Successful Proposers shall be required to possess a County business license prior to award of a contract.

Disadvantaged Business Enterprise (DBE) Policy

It is the policy of Federally Funded projects that minority and women-owned business enterprises (hereby referred to as DBEs) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

DBE Obligation

The recipient or its subcontractor agrees to ensure that DBEs have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this Agreement. In this regard, all recipients or subcontractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBEs have the maximum opportunity to compete for and perform contracts. Recipients and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of federally assisted contracts.

Title VI of the Civil Rights Act of 1964

The contractor agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (49 USC 2000(d)) and the regulations of the U.S. Department of Transportation issued there under in 49 CFR Part 21.

Equal Employment Opportunity

In connection with the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, age, creed, sex or national original. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

Americans With Disabilities Act (ADA) Provisions

To comply with the nondiscrimination requirements of the Americans with Disabilities Act (ADA), it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications of the procurement process, you may contact the County representative listed in this RFQ. In

County of Santa Barbara RFQ/P –Environmental Services- Indoor Air Quality-24025

order to ensures the proposal is following federal ADA guidelines, Proposers should review the federal ADA guidelines.

Failure to comply with any of the requirements contained herein may result in disqualification. It is the responsibility of all Proposers to read ALL sections of this RFQ prior to submitting a response.

Attachment A

COUNTY OF SANTA BARBARA AGREEMENT

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and _____, with an address _____ (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, CONTRACTOR represents that it is specially trained, skilled, experienced, and competent to perform the special services required by COUNTY and COUNTY desires to retain the services of CONTRACTOR pursuant to the terms, covenants, and conditions herein set forth;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE

John Green, Assistant Director, General Services Department at phone number 805-568-3096 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. _____ at phone number _____ is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY:
John Green, Assistant Director, jlgreen@countyofsb.org
County of Santa Barbara, General Services Support Services
260 N. San Antonio Rd.
Santa Barbara, CA 93110

To CONTRACTOR:

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

4. **TERM**

CONTRACTOR shall commence performance on _____, 2023 and end performance upon completion, but no later than _____, 2023 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7. **STANDARD OF PERFORMANCE**

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

8. **DEBARMENT AND SUSPENSION**

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. **TAXES**

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus

interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for CONTRACTOR's use in connection with the services shall remain COUNTY's property, and CONTRACTOR shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. CONTRACTOR may use such

items only in connection with providing the services. CONTRACTOR shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

CONTRACTOR agrees to the indemnification and insurance provisions as set forth in EXHIBIT C attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

17. NONEXCLUSIVE AGREEMENT

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

18. NON-ASSIGNMENT

CONTRACTOR shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
 2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.
 3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. By CONTRACTOR. Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. **SECTION HEADINGS**

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. **SEVERABILITY**

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

30. **AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

31. **SURVIVAL**

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. **PRECEDENCE**

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date executed by
COUNTY

COUNTY

By: _____
Steve Lavagnino, CHAIR
BOARD OF SUPERVISORS

Dated: _____

ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy

CONTRACTOR:

By: _____
Authorized Representative
Name: _____
Title: _____
Address: _____
City/State/Zip: _____

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: _____
Risk Manager

RECOMMENDED FOR APPROVAL:
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
Department Head

END OF AGREEMENT

EXHIBIT A

STATEMENT OF WORK

The following shall constitute the Statement of Work for this contract:

- I. Exhibit A-1, CONTRACTOR'S Proposal
- II. Exhibit A-2, COUNTY'S Request for Proposal
- III. **Suspension for Convenience.** COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 365 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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EXHIBIT B

PAYMENT ARRANGEMENTS PERIODIC COMPENSATION HOURLY RATE SCHEDULE

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$_____, and if authorized by the COUNTY in accordance with section B herein up to an additional \$_____ including reimbursements, for a total contract amount up to and not to exceed \$_____. All other CONTRACTOR services requested by the COUNTY will be per the published Hourly Rate Schedule as shown in **Exhibit B-1**.
- B. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- C. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for service performed over the period specified, clearly identifying the tasks performed including the percentage complete of each task correlated to the Scope of Work Matrix. These invoices must reference the assigned Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY's shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- D. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- E. CONTRACTOR Services Hourly Rate Schedule. CONTRACTOR's Hourly Rate Schedule is set forth in Exhibit B-1. Modifications to CONTRACTOR's Hourly Rate Schedule shall not be allowed for the duration of this Agreement.

EXHIBIT B-1
CONTRACTOR SERVICES HOURLY RATE SCHEDULE

Services other than Services requested by the COUNTY shall be provided at rates per the below Hourly Rate Schedule:

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. **(Not required if CONTRACTOR provides written verification that it has no employees)**
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The

COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

END EXHIBIT C

EXHIBIT B**PAYMENT ARRANGEMENTS
PERIODIC COMPENSATION
HOURLY RATE SCHEDULE**

For CONTRACTOR's performance of all the Base Services to be rendered under this Agreement, including all of the tasks reflected in Exhibit B-1, CONTRACTOR shall be paid a total base contract amount, including cost reimbursements, not to exceed \$87,500.00 ("Base Contract Amount"), allocated in accordance with the tasks set forth in **Exhibit B-1** attached hereto ("CONTRACTOR Compensation"). To the extent that Supplemental Services in addition to the Base Services are authorized hereunder pursuant to Change Order(s) in accordance with Section 32, above, such Supplemental Services shall be compensable in accordance with the Fee Schedule set forth in **Exhibit B-2** attached hereto, provided that the maximum aggregate amount of such Supplemental Services performed pursuant to Change Orders hereunder shall not exceed a maximum aggregate amount of \$8,750.00, including reimbursements ("Contingency Amount"), for a total maximum aggregate contract amount up to and not to exceed \$96,250.00 ("Maximum Contract Amount").

- A. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY.
- B. Monthly, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice for service performed over the period specified, clearly identifying the tasks performed including the percentage complete of each task correlated to the Scope of Work Matrix. These invoices must reference the assigned Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY's shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- C. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- D. CONTRACTOR Services Hourly Rate Schedule. CONTRACTOR's Hourly Rate Schedule is set forth in Exhibit B-2. Modifications to CONTRACTOR's Hourly Rate Schedule shall not be allowed during the Term.

EXHIBIT B-1 CONTRACTOR COMPENSATION

**Cost Estimate for Santa Barbara County RFQ #24025
District Attorney's Office Building
1112 Santa Barbara Street in Santa Barbara, California**

**February 2025
Langan Project No. 731790301**

Task Description	Task No.	Description	Cost
Task 1 – Establish Vapor Intrusion Assessment Objectives and Approach	1.0	Progress Checkpoints and Meetings	\$2,000
	1.1	Building Survey and Field Screening	\$3,500
	1.2	Sampling and Analysis Plan (Draft and Final)	\$2,500
Task 2 – Conduct Indoor Air and Ambient Air Sampling	2.0	Progress Checkpoints and Meetings	\$5,000
	2.1	IA/AA Sampling	\$17,500
	2.2	Completion Report (Draft and Final)	\$8,000
	2.3	HHRA (If Needed; Draft and Final)	\$8,000
Task 3 – Conduct Second Indoor Air and Ambient Air Sampling Event to Assess Seasonal Changes	2.4	Notifications to Building Occupants	\$2,500
	3.0	Progress Checkpoints and Meetings	\$5,000
	3.1	IA/AA Sampling	\$17,500
	3.2	Completion Report (Draft and Final)	\$8,000
	3.3	HHRA (If Needed; Draft and Final)	\$8,000
			\$87,500

Notes:

IA/AA - indoor air and ambient air

EXHIBIT B-2

CONTRACTOR SERVICES HOURLY RATE SCHEDULE

Services requested by the COUNTY in addition to the Base Services described in Exhibit A-1 and Exhibit A-2 shall be provided by CONTRACTOR at rates per the below Schedule of Fees:

8. Cost Proposal

SCHEDULE OF FEES AND CONDITIONS

(Public Agency)
Effective 1 January 2024

BILLING CATEGORY	HOURLY BILLING RATE
Technician - Level I (Engineering Technicians)	95
Technician - Level II (Technicians/Word Processing/Technical Typists/Financial Analysts)	110
Technician - Level III (Engineering Technicians/Inspectors, CADD and GIS)	125
Staff Personnel - Level I	135
Staff Personnel - Level II	140
Staff Personnel - Level III	145
Senior Staff Personnel - Level I	155
Senior Staff Personnel - Level II	160
Senior Staff Personnel - Level III	165
Project Personnel - Level I	170
Project Personnel - Level II	175
Project Personnel - Level III	180
Senior Project Personnel - Level I	195
Senior Project Personnel - Level II	205
Associate	235
Senior Associate	245
Associate Principal	255
Principal	265
Senior & Managing Principal	275

- Senior Consultants are billed at \$275/Hour
 - At any level, personnel may be engineers, geologists, hydrogeologists, landscape architects, regulatory specialists, scientists, planners, toxicologists, wetland specialists, etc.
 - Litigation related services, including expert testimony, court appearances, depositions, etc. are billed at 1.5 times the above rates. The services will be billed at a minimum of 4 hours for up to one half day and a minimum of 8 hours for services over 4 hours.

CONSULTANT EQUIPMENT RENTAL RATES

Automobiles, Vans, and Small Trucks (travel time plus time on site) \$26.25 per hour/\$210 per day.

SUBCONTRACTOR/SUBCONSULTANT COSTS

All subcontracted services including lab tests and analyses, borings, test pits, report reproduction, outside computer services, surveying, etc., will be billed at cost plus 15%.

REIMBURSABLE EXPENSES

HEALTH AND SAFETY AND OTHER SPECIAL FIELD EQUIPMENT

Special equipment such as nuclear densitometers, seismographs, load test equipment, surveying equipment, disposable protective equipment, and respirator cartridges will be billed on a daily rate. PID's and similar safety and/or monitoring equipment will be billed on daily, weekly or monthly rates. A rate schedule will be provided upon request.

OTHER EXPENSES

All expenses incurred for special supplies, plan reproduction, long distance communications, travel and subsistence and other project related expenses will be billed at cost plus 10%. Car mileage is billed at current IRS rates.

PREVAILING WAGE

If applicable, prevailing wage premium will be added to the rates stated above.

TERMS

Invoices are payable within 30 days. Service charge of 1.5% /mo. will be imposed on all bills not paid w/in 30 days. If a bill remains unpaid after 60 days, we will discontinue our work until payments are received to bring your account current. We reserve the right to terminate an account without notice for non-payment.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

LIMITATION OF LIABILITY:

Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, the total liability, in the aggregate, of CONTRACTOR and its officers, directors, partners, employees, agents, and subconsultants, to AGENCIES, and anyone claiming through or under AGENCIES for any claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way relating to this project or Agreement, from any cause or causes, including but not limited to tort (including negligence and professional errors and omissions), strict liability, breach of contract, or breach of warranty, shall not exceed the available proceeds of insurance up to the primary limits required under this Agreement, for the policy covering the claim. To the extent insurance coverage is afforded, COUNTY requires and shall be entitled to the full amount of available limits maintained by the CONTRACTOR. To the extent insurance coverage is not afforded, CONTRACTOR shall not be released from indemnity obligations in accordance with Exhibit C.

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is prohibited by law. CONTRACTOR'S indemnification obligation applies to COUNTY'S active as well as passive negligence but does not apply to COUNTY'S sole negligence or willful misconduct.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property to the extent caused by the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations,

personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONTRACTOR has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident/ \$1,000,000 per employee/ \$1,000,000 policy limit for bodily injury or disease. ***(Not required if CONTRACTOR provides written verification that it has no employees)***
4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the CONTRACTOR'S profession for CONTRACTOR's negligent acts, errors or omissions in the performance of professional services in connection with this agreement, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether

or not the COUNTY has received a waiver of subrogation endorsement from the insurer.

5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and reasonably approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

END EXHIBIT C