

## **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 Geosyntec Consultants with an address at 924 Anacapa Street, Suite 4A, Santa Barbara, CA 93101 (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**

Jeanette Gonzales-Knight, PE at phone number 805-882-3627 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Brandon Steets, PE at phone number 805-979-9122 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: Jeanette Gonzales-Knight, Santa Barbara County Public Works, Resource Recovery and Waste Management Division, 130 East Victoria Street, Suite 100, CA 93101, 805-882-3627

To CONTRACTOR: Brandon Steets, P.E, Geosyntec Consultants, 924 Anacapa Street, Suite 4A, Santa Barbara, CA 93101, 805-979-9122

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 July 1, 2020 and end performance upon completion, but no later than June 30, 2021 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.

Agreement for Services of Independent Contractor between the County of Santa Barbara and Geosyntec Consultants.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

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

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Gregg Hart, Chair  
Board of Supervisors

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

**RECOMMENDED FOR APPROVAL:**

Public Works Department

By: \_\_\_\_\_  
Scott D. McGolpin  
Director of Public Works

**CONTRACTOR:**

Geosyntec Consultants

By: Brandon Steets 4/20/20  
Authorized Representative

Name: Brandon Steets, P.E.

Title: Senior Principal

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

**APPROVED AS TO FORM:**

Ray Aromatorio  
Risk Manager

By: \_\_\_\_\_



**EXHIBIT A**

**STATEMENT OF WORK**

CONTRACTOR shall provide professional services as set forth in the CONTRACTOR'S proposal dated April 10, 2020 included as Attachment A-1, herein incorporated by reference.

Brandon Steets, PE shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

**Suspension for Convenience.** COUNTY's designated representative 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 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

//

//

//

//

//

April 10, 2020

Ms. Jeanette Gonzales-Knight  
Resource Recovery and Waste Management Division  
Santa Barbara County  
130 E. Victoria Street, Suite 100  
Santa Barbara, CA 93101

**Reference: Santa Barbara County Resource Recovery and Waste Management Division (RRWMD) Industrial Stormwater Compliance Support**

Dear Ms. Gonzales-Knight:

Geosyntec Consultants Inc. (Geosyntec) is pleased to provide stormwater-related technical consulting support to RRWMD related to compliance with the Industrial General Permit (IGP) at the South Coast Recycling and Transfer Station (SCRTS) and the Tajiguas Landfill (Tajiguas) and Construction General Permit (CGP) at the Closed Foothill Landfill as outlined in the tasks below.

**Task 1. Project Management**

This task includes overall project management for the duration of the one-year contract such as preparing invoices, e-mail and phone communication with RRWMD, and budget/status updates. In-person meetings and other requests will be accommodated as budget allows.

- Task 1 Budget: \$11,100

**Task 2. IGP Reporting and Technical Support at SCRTS**

This task includes the following reporting requirements required by the IGP:

- **Level 2 ERA Technical Report:** This task includes budget to prepare one Level 2 ERA Technical Report (assumed to only address Total Suspended Solids (TSS), Chemical Oxygen Demand (COD), Total Aluminum, and Total Iron, which are currently Level 2 parameters) at SCRTS. It is assumed that for the report, a summary of the stormwater diversion tank system along with a summary of each storm event and bypass occurrences will be included to attempt to demonstrate that Numeric Action Levels (NALs) were only exceeded during storm events greater than the 85th percentile 24-hour storm event (IGP design storm). If bypass occurred during storms less than the IGP design storm, we assume that this occurrence can be explained by the lower parking area pumps not having sufficient pumping capacity (or due to clogging). The Level

2 Technical Report will likely recommend that this pump size is increased and/or that sufficient measures are put in place to minimize clogging and maintain capacity.

- **SCRTS SWPPP Updates:** This task includes minimally revising the SCRTS SWPPP to meet the 2018 IGP amendment requirements (including a summary that TMDL requirements are not applicable and a summary of the sufficiently sensitive testing methods) and incorporate new operational areas, new Best Management Practices, and/or new operational procedures (i.e., maintenance), as budget allows. This task will be limited to providing minor updates and revisions but does not include developing new sections of the SWPPP. This task may include revisions to the site maps; however, it does not include developing new figures or maps.
- **SCRTS Annual Comprehensive Facility Compliance Evaluation:** Geosyntec will perform the annual comprehensive facility compliance evaluation for the SCRTS and prepare the report required by the IGP (the existing template will be used). This task will be completed at an agreed upon date in May or June 2021.
- **SCRTS Monthly Visual Observations:** Geosyntec will continue to perform the monthly dry weather visual observations at the SCRTS required by the IGP. This task includes travel to the facility, performing the observations, and finalizing field forms/communicating repairs and actions needed to site staff. Geosyntec will provide the observations once per month for a total of 12 observations under this contract.

This task does not include time for SMARTS entry or tracking (see Task 5).

Deliverables:

- One draft and one final deliverable will be submitted for the Level 2 ERA Technical Report (limited to 8 pages each), providing two weeks for RRWMD review.
- One draft and one final revised SWPPP including minor revisions as budget allows.
- Completed annual evaluation field form.
- Twelve (12) Monthly visual observation summaries.

Task 2 Budget: \$39,200.

Assumptions:

- Existing budget assumes no in person meetings and site visits are limited to the monthly observations and annual evaluation for SCRTS. Additional site visits or in person meetings could be provided for an additional cost or can be accommodated as budget allows.
- If additional technical analyses are required to support the Level 2 ERA Action Plan or Technical Report recommendations/conclusions other than what is described in this scope of work, they will be provided as budget allows but additional cost may be requested depending on the complexity of the analyses.

**Task 3. IGP Reporting and Technical Support at Tajiguas**

This task includes the following reporting requirements required by the IGP:

- **Level 1 ERA Evaluation and Technical Report and Level 2 ERA Technical Report:** This task includes budget to prepare one Level 1 ERA evaluation and technical report for new constituents exceeding the IGP NALs (assumed to only address Nitrate+Nitrite) and one Level 2 ERA Technical Report (assumed to only address TSS and Total Iron) at Tajiguas.. It is assumed that the Level 1 ERA Technical Report will identify the main source of Nitrate+Nitrite Numeric Action Level (NAL) exceedances to be from the hydroseed/fertilizer mix applied in 2019. As a result, the recommendations in this report will be limited to identifying a low-nitrogen hydroseed/fertilizer. In addition, the Level 2 ERA Technical Report will summarize the improved water quality observed due to the improved sediment basin utilization and revised monitoring locations. A brief summary of the planned flocculant testing will be included and recommended to be implemented in the future to understand the effectiveness of flocculant dosing if required to address future NAL exceedances.
- **Tajiguas SWPPP Updates:** This task includes minimally revising the Tajiguas SWPPP to meet the 2018 IGP amendment requirements (including a summary that TMDL requirements are not applicable and summary of the sufficiently sensitive testing methods) and incorporate new operational areas, new Best Management Practices, and/or new operational procedures (i.e., maintenance), as budget allows. This task will be limited to providing minor updates and revisions but does not include developing new sections of the SWPPP. This task may include revisions to the site maps; however, it does not include developing new figures or maps. This task does not include reviewing or revising the SWPPP at other RRWMD facilities, but if needed this can be provided for an additional cost.
- **Tajiguas Annual Comprehensive Facility Compliance Evaluation:** Geosyntec will perform the annual comprehensive facility compliance evaluation for Tajiguas and prepare the Annual Report required by the IGP. This task will be completed at an agreed upon date in May or June 2021.
- **Tajiguas Monthly Visual Observations:** Geosyntec will continue performing the monthly dry weather visual observations at Tajiguas required by the IGP. This task includes travel to the facility, performing the observations, and finalizing field forms/communicating repairs and actions needed to site staff. Geosyntec will provide the observations once per month for a total of twelve (12) observations under this contract.

Task 3 Budget: \$46,600.

Deliverables:

- One draft and one final deliverable will be submitted for the Level 1 ERA Technical Report and Level 2 ERA Technical Report (limited to 8 pages each), providing two weeks for RRWMD review.
- One draft and one final revised SWPPP including minor revisions as budget allows.

- Completed annual evaluation field form.
- Twelve (12) Monthly visual observation summaries.

Assumptions:

- Existing budget assumes no in person meetings and site visits are limited to the monthly observations and annual evaluation for Tajiguas. Additional site visits or in person meetings could be provided for an additional cost or can be accommodated as budget allows.
- Existing maps and figures are current enough to use to as a basis for new maps and figures.
- This does not include support for coverage under the compost general permit beyond preliminary discussions if the County decides to pursue that option. Additional compost permit support could be provided for an additional cost or can be accommodated as budget allows.
- If additional technical analyses are required to support the Level 1 or Level 2 ERA Technical Report recommendations/conclusions other than what is described in this scope of work, they will be provided as budget allows but additional cost may be requested depending on the complexity of the analyses.

**Task 4. Tajiguas Wet Weather Preparedness Report (WWPR) Support**

This task includes developing a wet weather preparedness report (WWPR) for the Tajiguas landfill according to the requirements outlined in the Central Coast Regional Water Quality Control Board (RWQCB) Waste Discharge Requirements (WDR) Order No. R3-2010-0006 Provisions E.4 – E.6 and E.21. This task includes up to two phone calls (two hours each) between Geosyntec staff and RRWMD staff to discuss previous best management practices (BMPs) implemented and identify new BMPs to be implemented. Geosyntec will develop a draft and final WWPR according to the requirements in WDR Provisions E.4 – E.6 and E.21 including a figure outlining the proposed BMPs to be implemented at the site.

Task 4 Budget: \$11,000.

Deliverables:

- Draft and Final WWPR for the Tajiguas Landfill.

**Task 5. Data and Reporting Management and Submission Support**

This task includes the following reporting tasks to support IGP compliance:

- **Industrial Stormwater Database Management:** Geosyntec will manage the industrial stormwater quality data collected at all three RRWMD facilities that are under the IGP. It is assumed that RRWMD will provide the electronic data when available and Geosyntec will

continue to store in the existing database. The data will be processed, and a quality assurance/quality control check will be performed. Geosyntec will provide requested summaries/deliverables as-needed as budget allows. These deliverables may include annual site-wide average comparisons to applicable numeric action levels or narrative interpretation of data received.

- **SMARTS Submissions:** Geosyntec will compile stormwater monitoring results and upload monitoring results and the annual reports to SMARTS as required by the IGP. SMARTS uploads are anticipated to include four (4) Ad Hoc monitoring reports and one annual report each for SCRTS and Tajiguas.

Task 5 Budget: \$8,000.

### **Task 6. Foothill Closed Landfill QSP Support Services**

The Hearts Relocation Project at the Closed Foothill Landfill is currently regulated by the CA Construction General Permit (CGP). The CGP requires regular inspections of active construction projects to confirm compliance with active Stormwater Pollution Prevention Plan (SWPPP) requirements to be protective of downstream water quality. Required inspections include: weekly inspections; quarterly non-storm water discharge inspections; and pre-storm event, daily storm event, and post-storm event inspections. In addition, storm water sampling during a qualifying rain event is required, followed by documentation and information submittal to applicable oversight agencies, after each storm event. These inspections are required to be conducted or overseen by a State-certified Qualified SWPPP Developer and/or Practitioner (QSD/QSP). Additionally, inspections are recorded and summarized in the Project's annual report.

Based on feedback from the County, Geosyntec is proposing to fulfill the requirements of the Permit by conducting monthly site visits during dry weather along with storm-related inspections (including pre-, during-, and post-storm events). All other inspections, sampling (except what is described below), and reporting will be conducted by County personnel, with review and oversight provided by Geosyntec. As requested by RRWMD, Geosyntec will also revise the existing SWPPP as budget allows.

Geosyntec will also provide an initial training of County personnel so that inspections can be conducted in conformance with the SWPPP and CGP.

In order to support this requirement, the following items are covered by this Task:

- Monthly site visits during dry weather (8 total), to confirm the site conditions as referenced in the weekly inspection reports that are being provided by the onsite personnel;
- Up to 15 storm-related site visits (including pre-, during-, and post-event inspections and monitoring), including collection of four stormwater samples (two samples from two locations) as identified in the SWPPP; including cross-training with COSB RRWMD personnel during the two sampling events;
- Coordination with onsite personnel that are performing the required weekly inspections and sampling; and

- Management of SWPPP-related records and the SMARTS database, as required for SWPPP monitoring, sampling, and reporting (as budget allows).

Geosyntec will also support the drafting and completion of the Project Annual Report, followed by completion of a Notice of Termination for the Project. These items will be drafted following completion of the Project and will be uploaded to SMARTS by Geosyntec.

Task 6 Budget: \$33,000.

Deliverables:

- Minor revisions to the SWPPP (Draft and Final);
- Email transmittal of field inspection reports following site visits (up to 15);
- Drafting of one Project Annual Report (in SMARTS); and
- Drafting of one Notice of Termination (in SMARTS).

If changes to the construction project require additional CGP technical support beyond what is described in this scope of work, additional scope and budget may be required.

### **Task 7. As-needed Stormwater and BMP Technical Support**

Geosyntec will provide as-needed consulting support to RRWMD and/or County staff regarding miscellaneous IGP, CGP, Consent Decree (at SCRSTS), and/or other Clean Water Act compliance issues at SCRSTS, Tajiguas Sanitary Landfill, and Foothill Closed Landfill. To help the County comply with and track nuanced interpretation and emerging issues of the IGP, questions may arise regarding sampling plans, interpretation and evaluation of sampling results, Exceedance Response Action and BMP recommendations (e.g., to address existing or new NAL exceedances), pollutant source assessments, and/or reporting requirements. Geosyntec will be available for telephone and/or in-person meetings, development of recommendation memos, or review of draft County reports, as-requested and as budget allows.

This task also includes up to 8 hours of review of other facility's ERA reports and plans, which will be provided on an as-needed and as-requested basis.

Task 7 Budget: \$31,000.

### **Note Regarding COVID-19 Impacts**

*Uncertainty as a result of the COVID-19 pandemic is impacting operations in every aspect of our economy. In this proposal we have presented Geosyntec's anticipated budget and schedule for the scope of work described. As circumstances change we may need to adjust how and when the scope is delivered as well as any other impacts to the budget and schedule. In the event that a change is required we will discuss the situation with the County to reach a mutually acceptable solution.*

**Terms and Conditions**

The total estimated costs for the 2020-2021 Regulatory Compliance Consulting Services Scope of work described above are: \$179,900.

This proposal is valid for 90 days. Geosyntec continues to appreciate the opportunity to work closely with the RRWMD on these technical projects. Please contact us if you have questions.

Sincerely,  
Geosyntec Consultants, Inc.



Brandon Steets, P.E. (CA)  
Senior Principal



Adam Questad, P.E. (CA)  
Senior Engineer

**Attachments:**

Geosyntec Consultants 2020/2021 COSB Fiscal Year Rate Schedule



CONFIDENTIAL

**Attachment 1**  
**GEOSYNTEC CONSULTANTS**  
**2020-2021 COSB Fiscal Year RATE SCHEDULE**

Staff Professional	\$132
Senior Staff Professional	\$153
Professional	\$174
Project Professional	\$194
Senior Professional	\$205
Principal	\$225
Senior Principal	\$245
Engineering Technician I	\$ 62
Engineering Technician II	\$ 68
Senior Engineering Technician I	\$ 75
Senior Engineering Technician II	\$ 80
Site Manager I	\$ 87
Site Manager II	\$ 97
Construction Manager I	\$110
Construction Manager II	\$120
Designer	\$132
Senior Drafter/Senior CADD Operator	\$ 120
Drafter/CADD Operator/Artist	\$ 110
Project Administrator	\$ 65
Clerical	\$ 52
Direct Expenses	Cost plus 12%
Subcontract Services	Cost plus 12%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$ .09

Rates are provided on a confidential basis and are client and project specific.  
 Unless otherwise agreed, rates are *typically* adjusted annually based on a minimum of the Producer Price Index for Engineering Services. *In consideration of the COVID19 Pandemic, Geosyntec is limiting adjustments to the Staff Professional through Project Professional rates.*  
 Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$179,900.
- 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 or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. COUNTY 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.

## 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, his 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:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for 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 CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents 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.