

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 Rincon Consultants, Inc. with an address at 209 East Victoria Street, 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

Brittany Heaton at phone number (805) 568 - 3035 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Shawn Decker at phone number (805) 319-4092 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: Brittany Heaton, Public Works Transportation, 123 E. Anapamu St., Santa Barbara, CA 93101, bheaton@cosbpw.net, FAX: (805) 568-3019

To CONTRACTOR: Rincon Consultants, Inc., 209 East Victoria Street, Santa Barbara, CA 93101, sdecker@rinconconsultants.com

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 November 7, 2018 and end performance upon completion, but no later than December 31, 2020 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 manner consistent with the standards 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 Diversified Project Services International, Inc. **IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

33. IMMATERIAL CHANGES

CONTRACTOR and COUNTY agree that immaterial changes to this Agreement such as time frame and mutually agreeable work program changes which will not result in a change to the total contract amount or to the scope of the Statement of Work may be authorized by the Public Works Director, or designees in writing, and will not constitute an amendment to the Agreement.

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Public Works

APPROVED AS TO FORM:

Risk Management

By: _____
Department Head

By: _____
Risk Management

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: _____
Deputy County Counsel

By: _____
Deputy

CONTRACTOR:

Rincon Consultants, Inc.

By: _____
Authorized Representative

Name: _____

Title: _____

EXHIBIT A

STATEMENT OF WORK

Project No. 862331

The following documents are incorporated by reference and shall constitute the Statement of Work for this contract.

Exhibit A-1, CONTRACTOR's Proposal of September 10, 2018.

Shawn Decker 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 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 180 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.



Rincon Consultants, Inc.

209 East Victoria Street
Santa Barbara, California 93101

805 319 4092 OFFICE AND FAX

info@rinconconsultants.com
www.rinconconsultants.com

September 10, 2018
Rincon Project Number 12-00580

Brittany Heaton, Transportation Project Manager
Santa Barbara County Public Works Department
620 W Foster Road
Santa Maria, California 93455

Subject: Preliminary Site Investigation Proposal- Clark Avenue at Highway 101 Northbound Interchange Project, Orcutt, California

Dear Ms. Heaton:

We are pleased to submit this proposal to conduct a Preliminary Site Investigation (PSI) at the Clark Avenue at Highway 101 Northbound Interchange Project. An Initial Site Assessment (ISA) of the subject site prepared by Rincon and dated November 3, 2015 identified the potential for aerially deposited lead (ADL) and pesticides in the shallow soil within the project area. The PSI is a confirmatory investigation used to evaluate whether suspected contamination is actually present at the site.

This proposal includes the scope of work to be performed and the estimated cost to complete the work.

Project Understanding

The project proposes operational and safety improvements at the U.S. 101 and Clark Avenue interchange. The proposed project would realign and signalize the northbound ramp intersection. According to site layout plans for the project dated January 12, 2018 and prepared by Stantec, the project includes approximately 750 cubic yards of cut. Grading activities are planned to be performed in 6 separate areas within Caltrans right-of-way (ROW) as follows (1) at the U.S. 101 northbound off ramp, (2) in the median to the west of the northbound on ramp, (3) in the shoulder to the north of East Clark Avenue at the entrance to the northbound on ramp, (4) to the west of the southbound off ramp and north of Clark Avenue, (5) to the south of Clark Avenue, and (6) on the eastern shoulder of the northbound on ramp.

The Rincon prepared ISA for the project dated November 3, 2015 did not identify recognized environmental conditions (RECs) associated with the site. However, the following potential RECs have been identified:

- The potential presence of ADL in soil beneath the subject property. Based on the location of the site adjacent to US Highway 101, there is the potential for ADL resulting from vehicle exhaust emissions to be present in shallow soil at the site.
- The potential presence of pesticides in soil beneath the subject property. Based on the agricultural land use of the adjacent properties to the northeast, southeast and southwest, there is the potential for pesticides to be present in shallow soil at the site.

This proposal includes a scope of work to collect and analyze soil matrix samples collected from borings advanced within delineated grading areas for lead. Soil samples collected from borings advanced in the



northeastern, southeastern and southwestern portions of the site will additionally be analyzed for pesticides and arsenic.

Scope of Work

Sampling and analysis will be conducted in general accordance the 2016 *Soil Management Agreement for Lead-Contaminated Soils* between Caltrans and the Department of Toxic Substances Control (DTSC).

Preliminary Tasks

Work Plan

A Work Plan will be prepared for this project. The Work Plan will include the standard components required by Caltrans. A draft of the Work Plan will be provided to the client for review. Upon client approval, the final Work Plan will be prepared and submitted to the County of Santa Barbara and Caltrans.

Site Health and Safety Plan

A Health and Safety Plan (HASP) will be prepared that outlines the measures to be followed to minimize exposure to onsite workers and the public. The HASP will be prepared in accordance with California Occupational Safety and Health Administration (Cal/OSHA) requirements (California Code of Regulations [CCR] Title 8 Section 5192) and will contain safety provisions for routine response activities and unexpected emergencies. The plan will contain information on chemical and physical hazards, personal protective equipment, decontamination procedures, personnel responsibilities, and emergency response protocols. The HASP will be presented to all onsite personnel employed and hired by Rincon and signed prior to the commencement of work. This document is required by Federal law. A copy of the Site Health and Safety Plan signed by a certified industrial hygienist (CIH) will be included as an attachment to the Work Plan.

Notifications

We will coordinate with the client to schedule field work. Additional notifications may be at additional cost.

Permits (Optional Task)

For budgetary purposes, this proposal includes the cost to obtain an encroachment permit from Caltrans. The application cost includes the cost to prepare a traffic control plan. It is assumed that the other required attachments to the application will be provided to Rincon by the client.

Utility Notification (Optional Task)

If requested by the client and prior to the commencement of subsurface borings, we will pre-mark the proposed soil boring locations with white paint and notify Underground Service Alert utility marking service. California law requires this notification. The utility marking service identifies known utility locations in the public right of way. In addition, prior to performing ground disturbing activities, we will ask Santa Barbara County and Caltrans if they know of any subsurface utilities that may be in conflict with the proposed boring locations. If we are informed of the existence of utilities in the proposed boring locations, we will adjust the location to avoid these subsurface utilities.

As a cost savings, the client may perform this task.



Borings and Sampling Program

Boring Locations

Boring locations would be located within the delineated grading areas. Borings will be advanced at approximately 300 to 400 feet lateral spacing within the delineated grading areas. Borings will not be advanced within paved areas.

The locations of the borings would be marked in the field with a GPS device with at least sub-meter accuracy. The geographic coordinates of the borings would be included in the site assessment report.

Traffic Control

This proposal includes the cost for shoulder closure signage and traffic cones to be erected during boring and sampling activities.

Borings and Sampling

A hand auger will be utilized to advance up to 17 borings at the subject property. The borings will be advanced to maximum depths of 4 feet below grade or refusal, whichever is encountered first. A slide hammer equipped with stainless steel sampling sleeves will be utilized to collect soil samples at ground surface, 2 feet below grade and 4 feet below grade or the bottom of the boring. The samples will be retained in stainless steel sleeves, capped, labeled, sealed with Teflon, and stored in a cooler chilled to 4 degrees Celsius. We will coordinate with the analytical laboratory to have samples couriered to a State certified analytical laboratory using chain-of-custody protocol.

PID analysis of soil samples will be performed to screen the samples for volatile organic compounds. Observations made in the field will be recorded and included on a boring log. Following collection of samples, all sampling equipment will be washed in a soap solution and triple rinsed. At the completion of sampling, the decontamination fluids will be disposed within the sampling area in accordance with Caltrans requirements.

The borings will be backfilled with the soil removed from the boring.

Quality Control/Quality Assurance

At least one duplicate soil sample will be collected for every 10 total samples collected. This proposal includes the collection of 51 soil samples from the 17 borings which means that 6 duplicate samples will be collected. The duplicate samples will be collected immediately after the original sample is collected. One equipment rinse sample will be collected at the end of each day. Each cooler will contain a laboratory-supplied trip blank.

All data and reporting will be verified by field personnel and the project manager. A California Professional Geologist will provide oversight.

Laboratory Analysis

The 51 soil samples, 6 duplicate soil samples, 2 equipment rinse samples, and 2 trip blank samples will be transported under chain-of-custody documentation to a California-accredited analytical laboratory and analyzed as follows:

- The 51 soil samples and 6 duplicate soil samples will be analyzed for total lead by United States Environmental Protection Agency (US EPA) Method 6010B, extractable lead using the Waste Extraction Test (WET) with citric acid as an extractant, and pH by US EPA Method 9045C.



- A total of 9 soil samples and one duplicate soil sample will be analyzed for organochlorine pesticides by EPA Method 8081 and arsenic by EPA Method 6010B.
- The 2 equipment rinsate samples will be analyzed for title 22 metals by EPA Method 6010B/7471A and organochlorine pesticides by EPA Method 8081.
- The 2 trip blanks will be analyzed for volatile organic compounds by EPA Method 8260B.

If extractable lead concentrations using the CA-WET method exceed 5.0 mg/L or total lead exceeds 320 mg/kg, the WET method will be performed again using deionized water as the extractant (DI-WET; also known as STLC DI-Water). If total lead exceeds 3,200 mg/kg, the leaching procedure US EPA Method 1311 (Toxicity Characteristic Leaching Procedure (TCLP)) will be used and extractable lead analyzed for in the solution produced using US EPA Method 6010B. There is additional cost to perform the DI-WET and TCLP analyses. The additional analyses would be performed following receipt of written client approval.

Reporting

Following the completion of the borings and sampling activities and upon receipt of analytical reports, a Site Investigation Report will be prepared. The Site Investigation report will be signed and stamped by a California Professional Geologist. The report will include the Caltrans required elements of a Site Investigation report. Prior to submitting the report in final form, a draft of the report will be provided to the County of Santa Barbara for review. With the approval of the County of Santa Barbara, the report will be submitted to Caltrans for comment. Following receipt of any comments, we will prepare the final report.

Assumptions

Our scope of work and cost for this project has incorporated the following assumptions:

- Site access will be provided by the client.
- There are no hindrances to the work schedule as a result of access limitations or inclement weather. It is assumed that work can be performed between 7:00 AM and 5:00 PM Monday through Friday. If the Caltrans encroachment permit requires work to be performed outside of normal work hours it may result in additional cost.
- This proposal includes the cost to provide shoulder closure signage and cones for traffic control. Additional traffic control would be at additional cost.
- The cost to obtain an encroachment permit from Caltrans is included as an optional task. This proposal does not include the cost to obtain other permits.
- This proposal does not include prevailing wage rates.
- This proposal includes an estimate of the number of soil samples analyzed for each constituent as described above. The exact number of soil samples analyzed will be determined by field conditions and preliminary analytical results.
- Additional analysis will be at additional cost. Additional analysis may be required for hazardous waste determination and landfill acceptance.
- This proposal includes the cost to analyze samples on a standard turnaround time. Rush turnaround times are available for additional cost.
- Rincon is not responsible for any damages to underground improvements not clearly or accurately marked by the client. We will mark the proposed excavation locations and contact Underground Services Alert. However, it should be noted that USA often does not mark the location of



subsurface utilities located on private property. We have assumed that a site representative will clear proposed sampling locations.

- The soil type is such that the borings can be advanced to the specified depths using hand auger equipment and the sampling can be completed in the units listed in the cost table.

Cost Estimate

Rincon will perform the work program outlined above for an estimated cost of \$23,626. If the optional tasks to obtain an encroachment permit and perform the utility notification are authorized by the client, the estimated cost is \$27,490.50. A breakdown of costs by task and unit rate is provided on Table 1 and optional tasks are included on Table 2. Any work outside the work scope described herein would be completed on a time and expense or unit price basis. No additional work would be completed without written authorization from the client.

Schedule

Following authorization, we will prepare a work plan describing the proposed scope of work for submittal to the County of Santa Barbara and Caltrans. Following Caltrans's approval of the Work Plan, we will commence the field work phase of the project. We can complete the field work phase of this project within 2 weeks of work plan approval. The laboratory analyses will take up to two weeks to complete. A draft report can be prepared within two weeks of receipt of all of the laboratory data. Following receipt of any comments from Caltrans, we will prepare the final report.

Project Authorization

To authorize this proposal, please sign and return a copy of the attached Contract for Professional Services or provide a purchase order that references this proposal. The work will be performed in accordance with the signed professional services agreement. The project will be billed either on a monthly or milestone basis.

We appreciate your consideration of Rincon for this assignment and welcome the opportunity to meet with you to further discuss this proposal. If you have any questions or require any additional information, please do not hesitate to contact us.

Sincerely,

Rincon Consultants, Inc.


Shawn Decker, MESM, LEED AP
Senior Program Manager


Walter Hamann, PG, CEG
Vice President, Environmental Services

Table 1- Cost Estimate
Preliminary Site Investigation Proposal
Clark Avenue at Highway 101 Northbound Interchange Project, Santa Barbara County, California

Task	Unit	Cost per Unit	Number of Units	Subtotal
Preliminary Tasks				
Work Plan	Lump Sum	\$2,500.00	1	\$2,500.00
Site Specific Health and Safety Plan	Lump Sum	\$900.00	1	\$900.00
Project Management	Hour	\$190.00	5	\$950.00
Borings and Sampling Program				
Environmental Scientist	Day	\$1,000.00	2	\$2,000.00
Vehicle, Equipment and Supplies	Day	\$250.00	2	\$500.00
Traffic Control	Lump Sum	\$1,100.00	1	\$1,100.00
Laboratory Analysis				
Total Lead	Sample	\$28.00	57	\$1,596.00
STLC Lead	Sample	\$81.00	57	\$4,617.00
pH	Sample	\$35.00	57	\$1,995.00
Organochlorine Pesticides	Sample	\$105.00	12	\$1,260.00
Title 22 metals	Sample	\$109.00	2	\$218.00
Volatile Organic Compounds	Sample	\$90.00	1	\$90.00
Analytical Program Management	Hour	\$125.00	8	\$1,000.00
Reporting				
Site Investigation Report	Lump Sum	\$3,000.00	1	\$3,000.00
Project Management	Hour	\$190.00	10	\$1,900.00
Total				\$23,626.00

Table 2- Optional Tasks
Preliminary Site Investigation Proposal
Clark Avenue at Highway 101 Northbound Interchange Project, Santa Barbara County, California

Task	Unit	Cost per Unit	Number of Units	Subtotal
Preliminary Tasks				
Encroachment Permit Deposit	+15%	\$1,230.00	1.15	\$1,414.50
Encroachment Permit Application	Lump Sum	\$2,000.00	1	\$2,000.00
Utility Marking and Notification	Lump Sum	\$450.00	1	\$450.00
Total				\$3,864.50



RINCON CONSULTANTS, INC.

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical & Support Personnel*	Hourly Rate
Principal II / Director II	\$235
Principal / Director I	\$215
Senior Supervisor II	\$200
Supervisor I	\$190
Senior Professional II	\$170
Senior Professional I	\$156
Professional IV	\$140
Professional III	\$125
Professional II	\$112
Professional I	\$100
Associate III	\$92
Associate II	\$86
Associate I	\$80
Project Assistant	\$75
Senior GIS Specialist	\$136
GIS/CADD Specialist II	\$120
GIS/CADD Specialist I	\$108
Technical Editor	\$110
Production Specialist	\$86
Clerical	\$75

*Professional classification includes: environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$350.

Direct Costs	Rate
Photocopies – Black and White	\$0.20 (single sided) & \$0.36 (double sided)
Photocopies – Color	\$1.50 (single sided) & \$3.20 (double sided)
Photocopies – 11 x 17	\$0.80 (B & W) & \$3.20 (color)
Oversized Maps	\$8.00/square foot
Reproduction: CDs	\$10 / disc
Light duty /Passenger Vehicles**	\$85/day
4-WD/Off-Road Vehicles**	\$135/day

** \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

Other Direct Costs

Other direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Other direct costs associated with completing a project that are not included in the hourly billing rates described above may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment and vehicles other than covered by the above charges, etc.



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Equipment	Day Rate
Environmental Site Assessment	
Brass Sample Sleeves, Bailers, Disposable Bailers	\$25
Water Level Indicator, DC Purge Pump	\$40
Hand Auger Sampler	\$55
Oil-Water Interface Probe	\$85
Four Gas Monitor or Photo-Ionization Detector	\$120
Soil Vapor Extraction Monitoring Equipment	\$140
Flame Ionization Detector	\$200
Natural Resources Field Equipment	
Trimble GPS (sub-meter accuracy)	\$190
UAS Drone	\$250
Pettersson Bat Ultrasound Detector/Recording Equipment	\$150
Spotting or Fiberoptic Scope	\$150
Amphibian/Vernal Pool Field Package: (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net, field microscope)	\$150
Remote Field Package, (digital camera, GPS, thermometer, binoculars, tablet and mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$125
Sound Level Metering Field Package: anemometer, tripod and digital camera.	\$100
Standard Field Package (digital camera, GPS, thermometer, binoculars, tablet, safety equipment, and botanic collecting equipment)	\$95
Fisheries Equipment Package: (waders, wetsuits, dip nets, seine nets, bubblers, buckets)	\$50
Water Quality Equipment (DO, pH, Turbidity, refractometer, temperature)	\$55
Large Block Nets	\$100
Minnnow trap	\$85
Infrared Sensor Digital Camera or Computer Field Equipment	\$50
Scent Station	\$20
Laser Rangefinder/Altitude	\$10
Net, Hand/Large Seine	\$10/\$50
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$8
Mammal Trap, Large/Small	\$1.50/\$.50
Water & Marine Resources Equipment	
Refractometer (salinity) or Turbidity Meter	\$35
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$150
Boat (20 ft. Boston Whaler or Similar)	\$300
Boat (26 ft. Radon or Similar)	\$550
Side Scan or Single Beam Sonar	\$700
Underwater & Marine Sampling Gear includes: U/W Photo/Video Camera, SCUBA Equipment (Tanks, BCD, Regulators, Wetsuits, etc.)	\$50/diver
Marine Field Package: (Personal Flotation Devices (PFDs), 100 ft. Reel Tapes w/ Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, various Field Guides)	\$50
Insurance, Hazard & Safety Fees	
L & H Dive Insurance	\$50/diver
Hazard Premium (In or Underwater ONLY per/hour)	\$1.25 X hourly
Level C Health and Safety	\$60 person

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid up to a base contract amount, including cost reimbursements, not to exceed \$27,490.50, and if authorized by COUNTY in accordance with Section B herein up to an additional \$2,749 including reimbursements, for a total contract amount up to and not to exceed \$30,239.50.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement. The total amount of this contingency fund is up to but may not exceed \$2,749.
- C. 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.
- D. 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.
- E. 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

To the fullest extent permitted by law, 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.

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