

ATTACHMENT 1: 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 Stantec Consulting Services Inc. with an address at 111 East Victoria Street, Santa Barbara CA 93101-2018 (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

Kyle Jordan at phone number (805) 884-6848 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. David Rundle at phone number (805) 308-9164 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: Kyle Jordan
County of Santa Barbara
Planning and Development
123 East Anapamu St.
Santa Barbara, CA, 93101-2058
(805) 568-2030 (FAX)

To CONTRACTOR: David Rundle
Stantec Consulting Services Inc.
111 East Victoria Street
Santa Barbara, CA, 93101-2018
(805) 966-6801 (FAX)

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 April 3, 2019 and end performance upon completion, but no later than December 31, 2019 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.

33. SUBCONTRACTORS

CONTRACTOR is authorized to subcontract with subcontractors identified in Contractor's Proposal. CONTRACTOR shall be fully responsible for all services performed by its subcontractor. CONTRACTOR shall secure from its subcontractor all rights for COUNTY in this Agreement, including audit rights.

34. HANDLING OF PROPRIETARY INFORMATION

CONTRACTOR understands and agrees that certain materials which may be provided by COUNTY may be classified and conspicuously labeled as proprietary confidential information. That material is to be subject to the following special provisions:

// Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **Stantec Consulting Services Inc.**

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

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Planning and Development

CONTRACTOR:

Stantec Consulting Services Inc.

By: *Dianne M. Black*
Department Head
Lisa Plowman

Director of Planning &
Development

By: *David Rundle*
Authorized Representative

Name: *David Rundle*

Title: *Principal*

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: *[Signature]*
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: *[Signature]*
Deputy

APPROVED AS TO FORM:

Risk Management

By: *[Signature]*
Risk Management

EXHIBIT A

STATEMENT OF WORK

The following tasks have been identified to be performed by CONTRACTOR to support the completion of the Project:

Task 1: CONTRACTOR will attend one kick-off meeting with COUNTY staff to discuss project objectives, deliverables, and timelines.

Task 2: CONTRACTOR will obtain as-built drawings and other information on the characteristics of the existing public sewer lines and related facilities located north and south of the proposed restrooms from Carpinteria Sanitary District.

Task 3: CONTRACTOR will conduct field work required to verify the locations, elevations and physical characteristics of the existing public sewers.

Task 4: CONTRACTOR will plot the locations of the existing public sewer lines and related facilities on Public Work's 65 percent Santa Claus Lane construction plans.

Task 5: CONTRACTOR will analyze options and recommend the most cost-efficient option, in accordance with Carpinteria Sanitary District Standards, to extend the public sewer line to the proposed restroom facilities.

Task 6: CONTRACTOR will prepare a conceptual plan and specifications, such as location, length, depth of proposed sewer lines, manholes, laterals, sand interceptors and other facilities.

Task 7: CONTRACTOR will review the recommended option with Carpinteria Sanitary District's Engineering Staff and document any comments or recommendations.

Task 8: CONTRACTOR will Prepare and submit a letter report summarizing our recommendations, conceptual design, research materials, and documentation of consultations with Carpinteria Sanitary District and others.

Task 9: CONTRACTOR will attend one meeting with COUNTY staff to review the report/deliverable and recommendations.

Task 10: Contractor will provide project management, planning, scheduling, and project coordination.

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Stantec Consulting Services Inc.
111 East Victoria Street, Santa Barbara CA 93101-2018

January 24, 2019
File: 206481018.012.273

Attention: Mr. Kyle Jordan
County of Santa Barbara Planning and Development
Long Range Planning Division
123 East Anapamu Street
Santa Barbara, CA 93101-2058

Dear Mr. Jordan:

**Reference: Santa Claus Lane Beach Access and Streetscape Improvement Project
Sewer Connection Study RFP**

It is our pleasure to provide this proposal for professional engineering services to investigate the options to provide a public sewer connection to a proposed public restroom at Santa Claus Lane. The project includes connecting the restrooms and a rinse station.

The objective of the project is to determine the feasibility of connecting to a Carpinteria Sanitary District (CSD) gravity sewer in the vicinity; to determine a reasonable installation for a sand trap/interceptor and to develop a conceptual plan for Carpinteria Sanitary District annexation purposes.

Disclosure: We regularly provide professional engineering, surveying and planning services to the Carpinteria Sanitary District. Consequently, we are familiar with the District's standards, ordinances and staff. We consulted with CSD regarding potential conflict of interest and they took no exceptions to Stantec proposing on this project.

We designed the septic to sewer conversion of the public restrooms at the County's Rincon Park for CSD and County Parks.

SCOPE OF WORK

Feasibility Study

1. Attend one kick-off meeting with P&D and Public Works to discuss project objectives, deliverables, and timelines. Estimate cost: \$250
2. Obtain as-built drawings and other information on the characteristics of the existing public sewer lines and related facilities located north and south of the proposed restrooms from CSD. Estimate cost: \$200
3. Conduct field work required to verify the locations, elevations and physical characteristics of the existing public sewers. Estimate cost: \$350
4. Plot the locations of the existing public sewer lines and related facilities on Public Work's 65 percent SCL construction plans. CSD has an 8-inch VCP sewer located north of the

Design with community in mind



Reference: SCL Restroom Sewer Connection Study

restroom site in Padaro Lane and an 8-inch VCP sewer located southward in Santa Claus Lane. Estimate cost: \$400

5. Analyze options and recommend the most cost-efficient option, in accordance with CSD Standards, to extend the public sewer line to the proposed restroom facilities. Estimate cost: \$350
6. Prepare a conceptual plan and specifications, such as location, length, depth of proposed sewer lines, manholes, laterals, sand interceptors and other facilities. Estimate cost: \$800
7. Review the recommended option with CSD's Engineering Staff and document any comments or recommendations. Estimate cost: \$350
8. Prepare and submit a letter report summarizing our recommendations, conceptual design, research materials, and documentation of consultations with CSD and others. Estimate cost: \$700
9. Attend one meeting with P&D and Public Works to review the report/deliverable and recommendations. Estimate cost: \$250
10. Project management, planning, scheduling and project coordination. Estimate cost: \$250

SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:

1. Governmental and public agency fees.
2. Title company reports, services and fees.
3. Soils/geotechnical investigations.
4. Archaeological, biological and other environmental services.
5. Subsurface utility investigations (potholing).
6. Sanitary sewer final design or permitting.
7. Services by consultants other than Stantec.

CLIENT TO PROVIDE

1. Santa Clause Lane drawings in ACAD format.

PROPOSED FEE AND METHOD OF PAYMENT

Our proposed services will be performed on a fixed fee basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical and clerical support services provided by Stantec. "Materials" include all reimbursable expenses, such as photocopies,



January 24, 2019
County of Santa Barbara
Page 3 of 3

Reference: SCL Restroom Sewer Connection Study

shipping/delivery, mileage, plots, prints, and maps/documents. Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services will be approximately:

Sewer Feasibility Study/Plan:	\$3,900
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ADDITIONAL SERVICES

Services performed outside the scope of this agreement require written approval prior to performance of the work. Design changes by Owner/Client or designee after the start of design shall be considered additional services. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Stantec as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Exhibit "A", Stantec's Billing Rate Schedule currently in effect.

SCHEDULE

We are prepared to commence work upon receipt of a mutually satisfactory agreement. We anticipate beginning the work within one week of a final agreement/notice to proceed and we estimate that we can provide the deliverable within 2 weeks after that.

AUTHORIZATION

We appreciate the opportunity to provide this scope of services proposal. Should you require additional information or want to discuss this proposal, please give me a call. My direct line is (805) 308-9164.

Thank you for considering Stantec for this project.

Regards,

STANTEC CONSULTING SERVICES INC.

David Rundle, RCE 48,540
Principal Engineer
Phone: (805) 308-9164
Fax: (805) 966-9801
David.Rundle@stantec.com

Derek Rapp, TE 2026
Principal Engineer
Phone: (805) 308-9166
Fax: (805) 966-9801
Derek.Rapp@stantec.com

David has more than 34 years of civil engineering design experience involving project master planning, public improvement projects and private land developments. With Stantec since 1989, with his broad knowledge and expertise in civil engineering he provides quality control and design consultation to internal staff for projects of all types. David is well versed in the management and preparation of feasibility studies, due diligences, master plans, construction plans, specifications, and estimates, and providing construction administration services. He has extensive experience in hydrologic and hydraulic studies, grading and drainage design, and utilities infrastructure design. His master plan responsibilities have included preparing existing and fully-urbanized flood plain delineations, analyzing water demand and developing water distribution systems and sanitary sewer collection systems.

He oversees both technical and professional personnel, interfacing with key public works agencies including state and local agencies. He has developed and maintains a working knowledge of local City, County and State engineering and environmental regulations and has extensive experience with grading, street, sewer and storm drainage design, along with right of way mapping and utility plans. He has performed specific engineering scoping aspects for large development projects relying on his long-standing knowledge and experience on City and County projects throughout Santa Barbara and Ventura Counties.

EDUCATION

Bachelor of Science, Civil Engineering, Kansas State University, Manhattan, Kansas, 1984

REGISTRATIONS

Registered Civil Engineer #48540, State of California

MEMBERSHIPS

Member, American Society of Civil Engineers

Member, National Association of Sewer Service Companies

PROJECT EXPERIENCE

Wastewater

Storke Road – Hollister Avenue – Santa Felicia Trunk Sewer and Tecolotito Creek Sewer Replacement, Goleta, California (Project Manager/Engineer)

Project Manager/Engineer for realignment and upsize of 5,900 feet of 24-inch, 15-inch and 12-inch diameter trunk sewer to accommodate a regional shopping center development. A second project replaced 1,430 of 12-inch sewer from the Tecolotito Creek bank to nearby public street right of way; and replaced and upsized the sewer crossing of U.S. 101 and UPRR. Both projects involved bore and jack/tunneling and open trench methods. Provided design, specifications and estimates; permitting, permanent and construction easements, and bidding services.

* denotes projects completed with other firms

David Rundle PE

Principal

Via Real Sewer Main Replacement, Carpinteria, California (Project Manager)

David was the Project Manager, Design Engineer, and Construction Manager for the relocation of a sewer main to accommodate the widening of US 101 by Caltrans. The project included easement acquisition from the City of Carpinteria, construction of 151 linear feet of 18-inch, 220 linear feet of 15-inch, 85 linear feet of 12-inch gravity sewer, and the directional drill installation of 625 linear feet of a double 8-inch-diameter HDPE inverted sewer siphon under Carpinteria Creek.

Construction Management Services for Mesa Road Trunk Sewer, Goleta, California (Construction Manager)

David was the construction manager for a \$10 million trunk sewer replacement project that replaced an obsolete trunk sewer through a wetland. The project included 2,653 linear feet of 42-inch-diameter pipe with depths in excess of 20 feet and 308 linear feet of 12-inch-diameter pipe constructed in Santa Barbara County right of way and on the UCSB campus. Micro-tunneling was used to install 1,600 linear feet of the pipeline and the remainder was installed by open cut construction. The project included shoring, groundwater de-watering, bypass pumping of wastewater, 10 manholes, abandoning existing sewers in wetland areas, and wetland restoration.

Rincon Point Septic to Sewer, Carpinteria, Santa Barbara County, California (Project Manager)

David managed a complex project that involved providing public sewer to the Rincon Point residential community, consisting of 72 beach homes with onsite septic systems, that were implicated in water quality degradation at one of California's premier surfing beaches. The project consisted of 1,360 linear feet of gravity sewer in Carpinteria Avenue, 2,900 linear feet of 4-inch force main in US 101 right of way, a 362 linear foot Union Pacific Rail Road aerial crossing, a central pump station, a low pressure sewer system with 72 grinder pump stations, and more than 5,000 linear feet of 2- and 3-inch-diameter HDPE force main.

South Coast Beach Communities Septic to Sewer, Carpinteria, California (Project Manager)

Project manager, engineering manager, and construction manager for the conversion of three beach communities from septic systems to public pump stations and force mains and the connection to existing public collection system. Design included public force mains and 132 public grinder pump stations, one for each residential sewer connection.

* denotes projects completed with other firms

David Rundle PE

Principal

Turnpike Road and Cathedral Oaks Road Sewer Replacement at San Antonio Bridge, Goleta, California (Project Manager/Engineer)

Project Manager, Engineer, and Construction Manager for an alternatives analysis, design and construction management for replacement of a sewer creek crossing. The County of Santa Barbara was replacing the Cathedral Oaks Bridge over San Antonio Creek and required the District's sewer line to be temporarily relocated then permanently reconstructed to accommodate the phased bridge construction. After review, the superior alternative was to re-route the sewer to nearby Turnpike Road and to eliminate the creek crossing altogether. Services included design survey, plans, specifications, estimates, permitting, construction management and inspection.

Carpinteria Bluffs Sewer Main Replacement, Carpinteria, California (Project Manager/Engineer)

Project Manager, Design Engineer, and Construction Manager for the replacement of a sewer main along the Carpinteria ocean bluffs with a new sewer main in Carpinteria Avenue, approximately 700 feet north of the bluffs. The project included right of way and easement acquisitions from private properties, construction of 7,700 linear feet of 12-inch to 6-inch gravity sewer, bore and jack of 170 linear feet of 24-inch diameter steel casing in Caltrans right of way, Laser guided boring of 514 linear feet of 10-inch sewer on private and public property and directional drill installation of 465 linear feet of 8-inch and 6-inch diameter HDPE inverted sewer siphon under Carpinteria Creek.

Fairview Avenue and San Pedro Creek Sewer Replacement and Relocation Project, Goleta, California (Project Manager/Engineer)

Project Manager, Design Engineer, and Construction Manager for services including topographic and right of way mapping, gravity sewer design, sewer and manhole rehabilitation design, traffic control, permitting, construction administration and inspection. The project included construction of 262 LF. of 36-inch diameter trunk sewer, 3,161 LF. of 30-inch diameter trunk sewer, 35 LF. of 12-inch diameter sewer, bore and jack of a 54-inch steel casing pipe, connections to existing sewer facilities, abandoning a 24-inch sewer in place. The project also included trenchless rehabilitation (CIPP) of 2,470 LF. of 30-inch sewer, 7 LF. of 18-inch sewer and 2,580 LF. of 15-inch sewer and rehabilitation of 22 manholes. The construction included traffic control, maintaining and diverting sewage flows, dewatering, shoring and bracing, excavation and backfill, manhole construction and lining, and restoration work.

* denotes projects completed with other firms

David Rundle PE

Principal

Firestone Road Lift Station and Sewer Force Main, City of Santa Barbara Airport Property, Santa Barbara County, California (Project Manager)

David managed a feasibility study and final plans, specifications, estimates, and permitting. The project included 2,000 linear feet of 15-inch gravity sewer, submersible triplex pump station and 2,100 linear feet of 10-inch force main. The project also involved boring and jacking 128 linear feet of 30-inch casing pipe under Hollister Avenue, installing a force main over San Pedro Creek via the Hollister Avenue Bridge, and removing a gravity sewer in San Pedro Creek. Because the project was in the Coastal Zone and in two city jurisdictions, permits were required from the Cities of Santa Barbara and Goleta, California Coastal Commission, CDF&W, and U.S. ACOE.

Atascadero Creek Interceptor Sewer, Santa Barbara County, California (Project Manager /Project Engineer/Construction Manager)

David managed this award winning pipe bursting project. He evaluated 7,200 feet of existing 24-30-inch Techite sewer pipe and provided a design report detailing rehabilitation and replacement alternatives. He lead the team to provide final plans, specifications, and estimates; permitting; bidding; and construction management and inspection services for the pipe bursting replacement alternative. The project received Trench-less Technology Magazine's 2001 Rehabilitation Project of the Year award, an American Public Works Association's Project of the Year award in the Environmental category, and an American Society of Civil Engineers 2001 National Engineers Week Project of the Year Award.

Dutard-Solomon Trunk Sewer Project, Orcutt, California (Project Manager/Engineer)

Project Manager/Engineer for 3.5 miles of 21-inch, 24-inch and 27-inch gravity trunk sewer constructed by open trench methods with bore and jack road crossing and creek crossing. Responsible for study and master plan, route location, right of way maps, final design, specifications and estimates, and construction phase engineering assistance.

Water

Coastal Branch Phase II State Water Facilities, California Aqueduct, Reach 5B-6, Santa Barbara County, California (Project Engineer)

Pipeline Design Engineer in connection with 28 miles of 42-inch diameter steel pipeline located in Santa Barbara and San Luis Obispo Counties; responsible for selection of pipeline alignment; preparation of plan and profile drawings, general drawings and specifications; construction permit processing assistance; coordination with property owners, property acquisition professionals, project surveyors, geotechnical consultants, archaeology consultants, and environmental consultants involved with the project.

* denotes projects completed with other firms

EXHIBIT B

**PAYMENT ARRANGEMENTS
Compensation Upon Completion**

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$ 4,485
- 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. Upon completion of the work detailed in EXHIBIT A and/or delivery to COUNTY of item(s) specified therein, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed. This invoice or claim must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and/or the item(s) delivered 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.

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SCHEDULE OF BILLING RATES – 2019

Billing Level	Hourly Rate	Description																
3	\$102	Junior Level Position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience																
4	\$107																	
5	\$121																	
6	\$126	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience																
7	\$137																	
8	\$142																	
9	\$152	First Level Supervisor or First Complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience																
10	\$158																	
11	\$168																	
12	\$177	Highly Specialized Technical Professional or Supervisor of Groups of Professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience																
13	\$185																	
14	\$201																	
15	\$211	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience																
16	\$225																	
17	\$240																	
18	\$292	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience																
19	\$317																	
20	\$353																	
21	\$389																	
22	\$425																	
<table border="1"> <thead> <tr> <th rowspan="2">SURVEY CREWS</th> <th>Crew Size</th> <th>Regular Rate</th> <th>Overtime Rate</th> </tr> </thead> <tbody> <tr> <td></td> <td>1-Person</td> <td>\$190</td> <td>\$220</td> </tr> <tr> <td></td> <td>2-Person</td> <td>\$285</td> <td>\$375</td> </tr> <tr> <td></td> <td>3-Person</td> <td>\$375</td> <td>\$500</td> </tr> </tbody> </table>			SURVEY CREWS	Crew Size	Regular Rate	Overtime Rate		1-Person	\$190	\$220		2-Person	\$285	\$375		3-Person	\$375	\$500
SURVEY CREWS	Crew Size	Regular Rate		Overtime Rate														
		1-Person	\$190	\$220														
	2-Person	\$285	\$375															
	3-Person	\$375	\$500															

EXHIBIT C

Indemnification and Insurance Requirements (For Design 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, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

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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