

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the **Santa Barbara County Flood Control and Water Conservation District**, a political subdivision of the State of California (hereafter COUNTY) and **Padre Associates, Inc.** with an address at **1861 Knoll Drive, Ventura, CA 93003** (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

Matt Griffin at phone number (805) 884-8074 the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Jeffrey Zane** at phone number (805) 644-2220 ext. 38 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:	Mr. Thomas D. Fayram, Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101
To CONTRACTOR:	Mr. Jeffrey Zane, Padre Associates, Inc., 1861 Knoll Drive, Ventura, CA 93003

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 **August 25, 2020** and end performance upon completion, but no later than **June 30, 2022** 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. 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. 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 designee in writing, and will not constitute an amendment to the Agreement.

Agreement for Services of Independent Contractor between the **Santa Barbara County Flood Control & Water Conservation District** and **Padre Associates, 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
Ex Officio Clerk of the Board of
Directors of the Santa Barbara
County Flood Control & Water
Conservation District

By: 
Deputy Clerk

SANTA BARBARA COUNTY FLOOD
CONTROL & WATER CONSERVATION
DISTRICT

By: 
Gregg Hart, Chair
Board of Directors

Date: 8-25-20

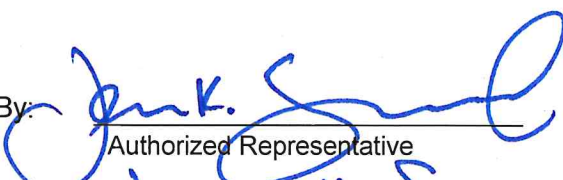
RECOMMENDED FOR APPROVAL:

Scott D. McGolpin
Public Works Director

By: 
Deputy

CONTRACTOR:

Padre Associates, Inc.

By: 
Authorized Representative
Name: Jerome K. Summerlin
Title: President

APPROVED AS TO FORM:


Michael C. Ghizzoni
County Counsel

By: 

Brian Pettit (Jul 24, 2020 14:30 PDT)
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, CPA
Auditor-Controller

By: 

Deputy

APPROVED AS TO FORM:

Ray Aromatorio ARM, AIC
Risk Manager

By: 

Risk Management



ENGINEERS, GEOLOGISTS & ENVIRONMENTAL SCIENTISTS

EXHIBIT A Statement of Work

July 7, 2020
Project No. 1601-1184

Santa Barbara County Flood Control & Water Conservation District
130 East Victoria Street, Suite 200
Santa Barbara, CA 93101

Attention: Mr. Matthew Griffin, P.E.
Civil Engineer Specialist

Subject: Updated Statement of Work to Provide Environmental Support Services for Construction of the Lower Mission Creek Improvement Project, Reach 2B-2 and Reach 3, Santa Barbara, Santa Barbara County, California

Dear Mr. Griffin:

Padre Associates, Inc. (Padre) appreciates the opportunity to present this updated Statement of Work (SOW) to Santa Barbara County Flood Control and Water Conservation District (District) detailing the scope of services to support the District with the construction of the Lower Mission Creek Improvement Project, Reach 2B-2 and Reach 3 in Santa Barbara, Santa Barbara County, California (Project). The proposed environmental support services are primarily related to the contaminated materials identified in our report titled *Phase II Environmental Site Assessment Activities for Lower Mission Creek Flood Control Project, Reach 3, at 324 De La Vina Street, Santa Barbara, Santa Barbara County, California*, dated December 4, 2019 (Phase II ESA).

Padre is providing this updated SOW in response to your request on July 6, 2020. Padre's original cost proposal dated January 14, 2020 has been updated to correspond with the revised planned construction schedule, which has been postponed by the District until Spring 2021.

As you are aware, Padre identified soils with lead concentrations in excess of California hazardous waste limits at the Project property located at 324 De La Vina Street in 2019 during the course of soil assessment activities. Additionally, groundwater assessment activities completed in 2019 identified elevated concentrations of tetrachloroethene (PCE) and total petroleum hydrocarbons (TPH) in groundwater at 324 De La Vina Street. These contaminated materials require specific handling for disposal and/or treatment to protect construction workers and the environment.

Padre understands that the following tasks are required to be completed for Environmental Support Services for the Project:

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- Field oversight of the excavation, removal, and disposal of approximately 1,050 tons of California hazardous waste / Non-RCRA soils;
- Field sampling and testing of lead in soils using field portable X-ray fluorescence (XRF) spectrometry to determine that hazardous soils have been adequately removed, coupled with the collection and chemical analyses of confirmation soil samples analyzed at a state certified laboratory.
- Oversight of the proper documentation of soils removed and disposed at a Department of Toxic Substances and Control (DTSC) licensed Treatment, Storage, and Disposal Facility (TSDF).
- Field oversight and documentation of the removal, treatment, and discharge of TPH- and PCE-containing groundwater to the sanitary sewer under a discharge permit issued by the City of Santa Barbara El Estero Water Resource Center.
- Initial and/or random field sampling for chemical analysis of the treated groundwater to ensure compliance with discharge permit limitations.
- Provide coordination and support between the District and the Santa Barbara County Public Health Department, Environmental Health Services (SPCEHS) for enrolment in SBCEHS's Voluntary Remediation Oversight Program (VROP).
- Prepare a report documenting the soil and groundwater remediation activities completed at the Project Site to be submitted to SBCEHS as part of the VROP.
- Support the District with the acquisition process of the property at 324 De La Vina Street property regarding contaminated materials identified at the site.

The details of the Environmental Support Services are listed below in the scope of services.

SCOPE OF SERVICES

TASK 1 – Project Management

Padre will provide general environmental support services to the District and will include the scheduling of field staff along with Project communication and meetings, as necessary. Padre will also ensure that contract provisions are maintained throughout the course of the Project.

TASK 2 – Field Oversight of Soil Remediation Activities

The following field procedures and protocols are proposed to be performed to oversee the management of contaminated soils encountered during the planned construction activities.

2.1 Field Oversight

Field oversight of contaminated soils will be conducted by a trained and experienced field monitor under the direction of a State of California Professional Geologist or Civil Engineer with the appropriate environmental experience. The on-site field monitor will observe the excavation activities for visual indications of TPH, volatile organic compounds (VOCs), or lead debris within the excavated soils. The field monitor will conduct field screening of suspect soils to identify and segregate the affected materials. The soil will be screened visually and with a field portable photoionization detector (PID) for the presence of VOCs, as well as with an XRF analyzer for the presence of lead concentrations to segregate soils. Padre proposed to use an XRF analyzer to provide onsite determination of lead concentration in soil to limit delays in construction activities that can occur from laboratory analyses. Additionally, soil samples will be collected for laboratory chemical analyses from the Project Site to confirm field PID and/or XRF lead concentrations, as needed.

Soil samples will also be collected as necessary following the completion of the soil excavation activities to document the removal of affected soils. Soil samples will be geologically logged by using the Unified Soil Classification System. After the confirmation sampling is performed, the excavated area will be backfilled with soils from the Project Site or contaminant free verified import fill materials approved by the District.

2.2 Sample Collection

Confirmation soil sampling will be collected directly from the trench floor or lower portion of the trench sidewall. All soil sample collection locations will be documented by the on-site monitor by reference to a permanent marker, or located using a hand-held Global Positioning System (GPS) receiver. Confirmation soil samples may also be collected from stockpiled contaminated materials for chemical analyses. Soil samples will be collected utilizing 4- to 8-ounce glass jars with Teflon-lined lids. Samples will be sealed, labeled, and placed in a pre-cooled ice chest immediately following collection.

The soil samples will be delivered to an independent, state-certified analytical laboratory the same or next day of collection, and strict chain-of-custody documentation will be used to document sample management. Sample collection will be documented in the field monitor's log and on a site map.

2.3 QUALITY ASSURANCE/QUALITY CONTROL PROCEDURES

QA/QC procedures will be utilized in both sample collection and chemical analyses. The purpose of the QA/QC procedures will be to ensure the reliability and compatibility of all data generated during the soil characterization activities. The analytical laboratory will provide laboratory QA/QC to include sample spikes and spike duplicates, instrument blanks, and surrogate recoveries.

2.3.1 Field QA/QC Procedures

Field QA/QC procedures will be performed at the Project Site and consist of the following measures:

- Daily testing of the PID and XRF to verify calibration using a known source.
- Chain-of-Custody (COC) forms will be used for sample submittal to the laboratory; and,
- Field information regarding sample collection, sample types, soil descriptions, sample identification numbers, and sample times will be collected and recorded on Field Data Sheets or in the Field Logbooks as required.

The COC will be used to document sample collection and shipment to the laboratory for analysis. A COC record will accompany all samples submitted for analysis. Forms will be completed and sent with the samples for each laboratory and each shipment. The COC record will identify the contents of each shipment and maintain the custodial integrity of the samples. Generally, a sample is in someone's custody if it is either in someone's physical possession, in someone's view, locked up, or kept in a secured area that is restricted to authorized personnel. Until receipt by the laboratory, the custody of the samples will be the responsibility of the sample collector.

2.3.2 Laboratory QA/QC Procedures

Laboratory QA/QC procedures include the following:

- Laboratory analyses will be performed within the required holding time for all samples;
- A state-certified hazardous waste testing laboratory will conduct the required analysis; and,
- The laboratory will provide the following information for each sample:
 - Method blank data;
 - Surrogate recovery, instrument tuning, and calibration data; and,
 - Signed laboratory reports including the sample designation, date of sample collection, date of sample analysis, laboratory analytical method employed, sample volume, and the minimum RL.

2.4 LABORATORY ANALYTICAL PROGRAM

Soil samples collected during the Project may be chemically analyzed for the following based upon field screening results:

- Total Petroleum Hydrocarbons (TPH) by U.S. EPA method 8015 modified, in the carbon range of C₄ to C₄₀;
- VOCs by U.S. EPA method 8260;
- Total lead by U.S. EPA method 6010; and
- Soluble lead concentrations by performing a waste extraction testing (WET) method and analyzing for lead by U.S. EPA method 6010.

2.5 WASTE MANAGEMENT

Approximately 1,050 tons of soil identified as a California Hazardous Waste will be required to be disposed of at a DTSC licensed TSDF. Padre will provide oversight of the transport and disposal of the soils at the TSDF under hazardous waste manifest to ensure proper handling and disposal. If authorized, Padre can review and sign the waste manifests as an agent to the District. The District has already acquired and maintains an active EPA identification number (CAL000445361) for tracking the hazardous waste disposal.

TASK 3 – Field Oversight of Groundwater Treatment

The following field procedures and protocols are proposed to be performed to appropriately oversee the management of contaminated groundwater encountered during the planned construction activities.

3.1 Field Monitoring

Monitoring of the Project's contaminated groundwater treatment will be conducted by a trained and experienced field monitor under the direction of a State of California Professional Geologist or Civil Engineer. The on-site field monitor will review the groundwater extraction and treatment process and document any deficiencies identified. All deficiencies identified will be reported to the District in a timely manner. The field monitor will also document the treatment process utilized and the quantities of water being discharged to the sanitary sewer using the contractor supplied water meter.

3.2 Sample Collection

With the District's approval, Padre will collect at initial and random treated groundwater sample from the discharge sample port of the water treatment system to verify that groundwater is treated to meet the discharge limits established in the discharge permit issued from the El Estero Water Resource Center. Padre will also verify and confirm that the contractor is completing the necessary sampling, monitoring, and reporting tasks required by the discharge permit.

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Treated groundwater samples will be collected directly from the treatment system discharge into the appropriate laboratory provided sample containers, labeled, and stored in a pre-chilled ice chest pending delivery to the analytical laboratory.

The water samples will be delivered to an independent, state-certified analytical laboratory the same or next day of collection, and chain-of-custody documentation will be used to document sample management. Sample collection will be documented in the field monitor's log and field notes.

3.3 LABORATORY ANALYTICAL PROGRAM

Treated groundwater samples collected during the Project may be chemically analyzed for the following based upon the pending discharge permit limitations:

- Total Petroleum Hydrocarbons (TPH) by U.S. EPA method 8015 modified, in the carbon range of C₄ to C₄₀; and
- VOCs by U.S. EPA method 8260;

Additional laboratory analysis of the treated groundwater may be required by the discharge permit once it is issued and will be included as approved by the District.

TASK 4 – SBCEHS Remediation Program Support

Padre will assist the District with enrolling the SBCEHS VROP program and provide technical support, as necessary. Padre will also prepare a remediation summary report at the conclusion of the Project to document the contaminated soils removed, contaminated soils left in-place, and contaminated groundwater removed and discharged. The report will be prepared in draft form and submitted to the District for review and comment. Following the receipt of comments, the final report will be submitted to SBCEHS on the District's behalf. The report will be signed and certified by a Professional Geologist registered in the State of California.

TASK 5 – Property Acquisition Support

As requested, Padre will provide technical support to the District with the acquisition of the property at 324 De La Vina Street, Santa Barbara. The support services will include discussions and explanations of the Phase II ESA report, as well as potential regulatory requirements for the development of the property.

SCHEDULE AND ASSUMPTIONS

Padre will begin the proposed scope of services within a period of one week following authorization to proceed from the District. Several assumptions have been made in developing this proposal and cost estimate and, if not valid, will constitute a change in the scope of services, requiring an adjustment in project cost. Padre will notify the District of any such changes verbally and in writing.

Assumptions and limitations to our scope of services are presented below.

- Access to the Project Site for field monitoring and sampling activities will be provided.
- Assumes prevailing wage rates.
- Field monitoring of soil remediation and waste management has been assumed to require three weeks of fulltime oversight with the use of an XRF analyzer and field portable PID.
- Padre assumes for cost estimating purposes that 20 soil samples will be chemically analyzed for the presence of total lead, TPH, and VOCs.
- Field inspection and sampling of the groundwater treatment system is assumed to require one visit per week for a four-month period, and to include four water samples collected and submitted for chemical analyses. Padre has assumed some additional standard analyses that are typical of the discharge permits, which may change based upon the discharge permit issued from the City of Santa Barbara.
- Laboratory analytical results will be provided on a standard turn-around time of 10 business days unless requested at a faster turn-around with additional rush markup charges.

Padre appreciates the opportunity to provide this proposal and look forward to working with the District on this project. If you have any questions regarding this proposal, please contact me at jzane@padreinc.com or (805) 644-2220, ext. 38.

Sincerely,

PADRE ASSOCIATES, INC.


Jerome K. Summerlin, C.E.G., C.Hg.
President

JSZ:JKS:av

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$52,560**.
- 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 at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$5,256**.
- 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. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- 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 DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** 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.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

ATTACHMENT B1

Santa Barbara County Flood Control & Water Conservation District
 July 7, 2020 (1601-1184)



Table 1. Estimated Costs

Task 1 – Project Management			
Personnel/Item	Rate	Hours /Units	Cost
Principal Professional	\$160.00	14	\$2,240
Project Professional	\$110.00	20	\$2,200
Project Assistant	\$65.00	6	\$390
Word Processing	\$60.00	4	\$240
Total:			\$5,070

Task 2 - Field Oversight of Soil Remediation			
Personnel/Item	Rate	Hours /Units	Cost
Project Professional	\$110.00	40	\$4,400
Staff Professional	\$95.00	130	\$12,350
Field Supplies per day	\$400.00	15	\$6,000
Laboratory Analytical for 20 Soil Samples	Cost +15% Markup		\$1,520
Trimble GPS unit	\$200.00	4	\$800
Total:			\$25,070

Task 3 – Field Oversight of Groundwater Treatment			
Personnel/Item	Rate	Hours /Units	Cost
Project Professional	\$110.00	24	\$2,640
Staff Professional	\$95.00	70	\$6,650
Field Supplies per day	\$140.00	20	\$2,800
Laboratory Analytical for 4 Water Samples	Cost +15% Markup		\$1,450
Total:			\$13,540

Task 4 – SBCEHS Remediation Program Support			
Personnel/Item	Rate	Hours /Units	Cost
Principal Professional	\$160.00	2	\$320
Project Professional	\$110.00	20	\$2,200
Staff Professional	\$95.00	20	\$1,900
Drafting	\$70.00	6	\$420
Word Processing	\$60.00	4	\$240
Total:			\$5,080

Task 5 – Property Acquisition Support			
Personnel/Item	Rate	Hours /Units	Cost
Principal Professional	\$160.00	10	\$1,600
Project Professional	\$110.00	20	\$2,200
Total:			\$3,800

Estimated Project Total:	\$52,560
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2015 FEE SCHEDULE

2015 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

Principal Professional	\$	160/hr
Senior Professional II	\$	140/hr
Senior Professional	\$	130/hr
Project Professional II.....	\$	120/hr
Project Professional.....	\$	110/hr
Staff Professional II.....	\$	100/hr
Staff Professional.....	\$	95/hr
Senior Technician (Non-Prevailing Wage).....	\$	90/hr
Senior Technician (Prevailing Wage).....	\$	95/hr
Technician (Non-Prevailing Wage)	\$	80/hr
Technician (Prevailing Wage)	\$	85/hr
Drafting	\$	70/hr
Project Support.....	\$	60/hr

*Overtime rates for Technicians and Office Staff is 1.3 x rates shown.

Fees for expert witness preparation, testimony, court appearances, or depositions will be billed at the rate of \$425 per hour.

OTHER DIRECT CHARGES

Subcontracted Services	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
SCUBA Charge	\$ 100/day
Vehicle	\$ 80/day
Photoionization Detector	\$ 120/day
Nuclear Density Gauge	\$ 85/day
Automobile Mileage.....	IRS Standard Mileage Rates

1861 Knoll Drive • Ventura, California 93003 • 805-644-2220 • www.padreinc.com

EXHIBIT C
Indemnification and Insurance Requirements
(For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONTRACTOR has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions):** Insurance appropriate to the CONTRACTOR'S profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:

- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of 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.