

Board Contract Summary**BC** _____

For use with Expenditure Contracts submitted to the Board for approval. Complete information below, print, obtain signature of authorized departmental representative, and submit this form, along with attachments, to the appropriate departments for signature. See also: *Auditor-Controller Intranet Policies->Contracts*.

D1.	Fiscal Year	FY 2022-23
D2.	Department Name	Public Works Department
D3.	Contact Person	83561
D4.	Telephone	Ext. 15636

K1.	Contract Type (<i>check one</i>):	Personal Service	Capital
K2.	Brief Summary of Contract Description/Purpose	Isla Vista Trash Capture Project	
K3.	Department Project Number.....	56 STC	
K4.	Original Contract Amount	\$258,728 (\$235,208 plus contingency \$23,520)	
K5.	Contract Begin Date	January 24, 2023	
K6.	Original Contract End Date	December 31, 2024	
K7.	Amendment? (Yes or No).....	N/A	
K8.	- New Contract End Date	N/A	
K9.	- Total Number of Amendments	N/A	
K10.	- This Amendment Amount.....	N/A	
K11.	- Total Previous Amendment Amounts.....	N/A	
K12.	- Revised Total Contract Amount	N/A	

B1.	Intended Board Agenda Date	January 24, 2023
B2.	Number of Workers Displaced (<i>if any</i>)	N/A
B3.	Number of Competitive Bids (<i>if any</i>).....	N/A
B4.	Lowest Bid Amount (<i>if bid</i>)	N/A
B5.	If Board waived bids, show Agenda Date.....	N/A
	and Agenda Item Number	N/A
B6.	Boilerplate Contract Text Changed? (<i>If Yes, cite Paragraph</i>).....	ARPA and Immaterial Changes language added

F1.	Fund Number	0001
F2.	Department Number.....	054
F3.	Line Item Account Number.....	8400
F4.	Project Number (<i>if applicable</i>)	Various
F5.	Program Number (<i>if applicable</i>)	3800
F6.	Org Unit Number (<i>if applicable</i>).....	
F7.	Payment Terms.....	Net 30

V1.	Auditor-Controller Vendor Number.....	313257
V2.	Payee/Contractor Name.....	Geosyntec Consultants
V3.	Mailing Address.....	900 Broken Sound Parkway, STE 200
V4.	City State (two-letter) Zip (include +4 if known).....	Boca Raton, FL 33487
V5.	Telephone Number	(805) 897-3800
V6.	Vendor Contact Person	Avery Blackwell
V7.	Workers Comp Insurance Expiration Date	4/1/23
V8.	Liability Insurance Expiration Date	4/1/23
V9.	Professional License Number	
V10.	Verified by (print name of county staff).....	

V11 Company Type (*Check one*): Individual Sole Proprietorship Partnership Corporation

I certify information is complete and accurate; designated funds available; required concurrences evidenced on signature page.

12/23/2022 | 10:43 AM PST

Date: _____ Authorized Signature: _____

DocuSigned by:

Kim Ruiz

6D27A0E0838E47E

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the **County of Santa Barbara**, a political subdivision of the State of California (hereafter COUNTY) and **Geosyntec Consultants** with an address at 924 Anacapa Street, STE 4A, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

WHEREAS, this Agreement is funded through the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund (SLFRF), a part of the American Rescue Plan Act (ARPA or Act), Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 *et seq.*);

WHEREAS, ARPA imposes certain requirements through the Act, its implementing regulations at 2 C.F.R. Part 200, the Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY, and Treasury's *Coronavirus State and Local Fiscal Recovery Funds Compliance and Reporting Guidance*;

WHEREAS, in recognition of these funding requirements, CONTRACTOR agrees to the following provisions.

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

1. DESIGNATED REPRESENTATIVE

Cathleen Garnand at phone number (805) 568-3561 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Avery Blackwell at phone number (805) 897-3800 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: Walter Rubalcava, County of Santa Barbara, 130 E. Victoria Street, STE 200, Santa Barbara, CA 93101

To CONTRACTOR: Brandon Steets, Geosyntec Consultants, 924 Anacapa Street, STE 4A, Santa Barbara, CA 93101

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. ARPA PROVISIONS.

- A. GENERAL COMPLIANCE.** CONTRACTOR shall comply with the requirements of the Act; the SLFRF; the United States Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions imposed by the U.S. Department of the Treasury (Treasury) onto the COUNTY; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing SLFRF currently and as they may be amended from time to time.
- B. USE OF FUNDS.** CONTRACTOR agrees that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of this Agreement.
- C. REPORTING.** CONTRACTOR shall comply with any reporting obligations established by the Treasury, as they relate to this Agreement, upon request from COUNTY.
- D. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.** Except as provided in the Assistance Listing available at <https://sam.gov/fal/7cecfdef62dc42729a3fdcd449bd62b8/view>, CONTRACTOR shall comply with the requirements of Title 2, Code of Federal Regulations, Part 200, which are hereby incorporated by reference in this Agreement.

5. TERM

CONTRACTOR shall commence performance on **January 24, 2023** and end performance upon completion, but no later than **December 31, 2024** unless otherwise directed by COUNTY or unless earlier terminated.

6. 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.

7. 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.

8. 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.

9. DEBARMENT AND SUSPENSION

- A. As required by 2 C.F.R. § 200.214, CONTRACTOR warrants that it is not subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 C.F.R. Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
- B. 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.
- C. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CONTRACTOR is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- E. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- F. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. MANDATORY DISCLOSURE

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the

remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR part 180 and 31 U.S.C. § 3321.)

11. 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.

12. 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.

13. 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.

14. 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.

15. USE OF U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) LOGO

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval

16. 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.

17. RECORDS, AUDIT, AND REVIEW

Pursuant to 2 C.F.R. § 200.337 and Section 4 of the Award Terms and Conditions, CONTRACTOR shall maintain records and financial documents sufficient for COUNTY to show compliance with Sections 602(c) and 603(c) of the Act, Treasury's regulations implementing those sections, and guidance regarding the eligible uses of funds.

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 five (5) years following final payment for services or the termination of this Agreement, whichever is later. 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.

18. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- A. CONTRACTOR agrees to provide COUNTY, the California Governor's Office of Emergency Services, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of CONTRACTOR in order to conduct audits or other investigations.
- C. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- D. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement.

19. INDEMNIFICATION AND INSURANCE

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

20. NONDISCRIMINATION

- A. 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.
- B. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement.
- C. CONTRACTOR shall report any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome.
- D. CONTRACTOR shall incorporate the language in subsections (B) through (C) in every agreement with a subcontractor or purchase order funded under this Agreement.
- E. CONTRACTOR shall comply with the Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.*, as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- F. CONTRACTOR shall comply with Title IX of the Education Amendments of 1972, 20 U.S.C. §§

1681, 1682, 1683, 1685, and 1686, as codified at 45 CFR Part 86, which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance.

21. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, CONTRACTOR agrees as follows:

- A. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- C. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60) and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 CFR section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein and CONTRACTOR agrees to comply with said regulation.
- E. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of

September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (F) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

22. 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.

23. NO 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.

24. 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.

25. 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.

26. 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.

27. REMEDIES FOR NONCOMPLIANCE

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with the terms and conditions set forth herein, COUNTY may:

- A. Require payments as reimbursements rather than advance payments;
- B. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- C. Require additional, more detailed financial reports;
- D. Require additional project monitoring;
- E. Requiring CONTRACTOR to obtain technical or management assistance; or
- F. Establish additional prior approvals.

28. 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.

29. TIME IS OF THE ESSENCE

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

30. 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.

31. 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.

32. CHANGES

- A. **Notice.** The primary purpose of this clause is to obtain prompt reporting of COUNTY conduct that CONTRACTOR considers to constitute a change to this contract. Except for changes identified as such in writing and signed by COUNTY, the Contractor shall notify the COUNTY in writing promptly, within five (5) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the CONTRACTOR regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state
- i. The date, nature, and circumstances of the conduct regarded as a change;
 - ii. The name, function, and activity of each Government individual and CONTRACTOR official or employee involved in or knowledgeable about such conduct;
 - iii. The identification of any documents and the substance of any oral communication involved in such conduct;
 - iv. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - v. The particular elements of contract performance for which CONTRACTOR may seek an equitable adjustment under this clause, including:
 - What line items have been or may be affected by the alleged change;
 - What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;

- To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- vi. CONTRACTOR'S estimate of the time by which COUNTY must respond to CONTRACTOR'S notice to minimize cost, delay or disruption of performance.
- B. **Continued Performance.** Following submission of the required notice, CONTRACTOR shall diligently continue performance of this Agreement to the maximum extent possible in accordance with its terms and conditions as construed by the CONTRACTOR.
- C. **COUNTY Response.** COUNTY shall promptly, within ten (10) calendar days after receipt of notice, respond to the notice in writing. In responding, COUNTY shall either --
- i. Confirm that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance;
 - ii. Countermand any communication regarded as a change;
 - iii. Deny that the conduct of which CONTRACTOR gave notice constitutes a change and when necessary direct the mode of further performance; or
 - iv. In the event the Contractor's notice information is inadequate to make a decision, advise CONTRACTOR what additional information is required, and establish the date by which it should be furnished and the date thereafter by which COUNTY will respond.
- D. **Equitable Adjustments.**
- i. If the COUNTY confirms that COUNTY conduct effected a change as alleged by the CONTRACTOR, and the conduct causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Agreement, whether changed or not changed by such conduct, an equitable adjustment shall be made --
 - In the contract price or delivery schedule or both; and
 - In such other provisions of the Agreement as may be affected.
 - ii. The Agreement shall be modified in writing accordingly. The equitable adjustment shall not include increased costs or time extensions for delay resulting from CONTRACTOR'S failure to provide notice or to continue performance as provided herein.

33. 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.

34. 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.

35. COMPLIANCE WITH FEDERAL LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that ARPA financial assistance will be used to fund this Agreement. CONTRACTOR will only use ARPA funds as authorized herein. CONTRACTOR will comply will all applicable federal law, regulations, executive orders, ARPA policies, procedures, and directives.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

CONTRACTOR shall file the required certification in EXHIBIT D *Certification for Contracts, Grants, Loans, and Cooperative Agreement (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended)*, which is incorporated herein by this reference. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

42. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (A) of this section CONTRACTOR and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section and by the Contract Work Hours and Safety Standards statute (found at 40 U.S.C. chapter 37).
- C. **Withholding for unpaid wages and liquidated damages.** COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.
- D. **Payrolls and basic records.**
1. The CONTRACTOR and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR §5.5(a)(3) implementing the Construction Wage Rate Requirements statute.
 2. The CONTRACTOR and its subcontractors shall allow authorized representatives of the COUNTY or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph D.1. of this clause. The CONTRACTOR or subcontractor also shall allow authorized representatives of the COUNTY or Department of Labor to interview employees in the workplace during working hours.
- E. **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors

to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

- F. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

43. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*
- B. CONTRACTOR agrees to report each violation to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

44. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*
- B. CONTRACTOR agrees to report each violation to the California State Water Resources Control Board and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

45. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

46. DOMESTIC PREFERENCES FOR PROCUREMENTS

- A. As appropriate and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of

goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subcontractor agreements.

B. For purposes of this section:

- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- ii. "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

47. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

A. CONTRACTOR is prohibited from obligating or expending loan or grant funds to:

- i. Procure or obtain;
- ii. Extend or renew a contract to procure or obtain; or
- iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

B. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

C. Telecommunications or video surveillance services provided by such entities or using such equipment.

D. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

E. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to

transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

F. See Public Law 115-232, section 889 for additional information.

G. See also 2 CFR § 200.471.

48. COPELAND ACT

The CONTRACTOR shall comply with the requirements of 29 CFR Part 3 as supplemented by Department of Labor regulations (29 CFR Part 3, "CONTRACTORS and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States") which are hereby incorporated by reference in this Agreement. CONTRACTOR is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. In the case of a conflict with California Prevailing Wage law, California Prevailing Wage Law shall apply.

49. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the Agreement.

50. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR'S actions pertaining to this Agreement.

51. REGISTRATION

COUNTY hereby notifies CONTRACTOR that no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 (with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)); no contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

48. 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 **County of Santa Barbara** and **Geosyntec Consultants**.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

By: _____
Deputy Clerk

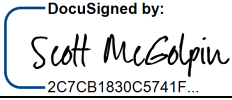
COUNTY OF SANTA BARBARA:

By: _____
Das Williams, Chair, Board of
Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:


Scott D. McGolpin
Public Works Director

By: 

Director

CONTRACTOR:


Geosyntec Consultants

By: 

Authorized Representative
Name: Brandon Steets
Title: Senior Principal

APPROVED AS TO FORM:

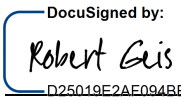
Rachel Van Mullem
County Counsel

By: 

Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:


Betsy M. Schaffer, CPA
Auditor-Controller

By: 

Deputy

APPROVED AS TO FORM:

Greg Milligan, ARM
Risk Manager

By: 

Risk Management

EXHIBIT A STATEMENT OF WORK

Isla Vista Trash Capture
County of Santa Barbara

Geosyntec[®]
consultants

Detailed Scope of Work and Deliverables

The following scope of work includes value-engineering initial assessment, as-needed environmental permitting and geotechnical assessment, surveying and right-of-way mapping, preliminary and final design, plans, specifications, and design support during the construction and installation of multiple trash capture devices within five storm drain networks in Isla Vista (Project). Construction will be conducted under a separate contract. The five storm drain networks will include trash capture devices as indicated in Figure 1, including:

- Eight Modular Connector Pipe Screens (MCPSs) – fitted inside existing catch basins within storm drain networks draining to OF09, OF15, and OF16; and
- Two Hydrodynamic Separators – one in the storm drain network to OF07 and one in the storm drain network to OF00.

Task 1: Project Management

Project administration will include project management, coordination of all work with the Project Development Team (PDT), implementation of Quality Assurance/Quality Control (QA/QC), budget and schedule management, tracking of action items, and maintenance of project files. Geosyntec will inform the County Project Manager immediately of any potential for exceeding the schedule, contract budget or construction estimate prior to proceeding with work.

The Project will be executed with multiple levels of quality control including pre-project planning tools and peer and senior review, that are integral parts of Geosyntec's culture. A project expenditure spreadsheet will be prepared on a monthly basis and will track project tasks by percent completion in terms of dollars, manhours, and task deliverables. Geosyntec will prepare agendas, task lists, and meeting minutes for virtual monthly meetings for the duration of the project. Quarterly project status reports will be developed for the County to comply with federal funding requirements. Project management efforts included in this proposal extend through the completion of the Bid Support phase. Project management efforts beyond that milestone are assumed to be included as part of construction management and inspections under a separate contract.

Task 1 Assumptions

- Project duration is expected to be 17 months as described in Project Schedule, see below
- Six quarterly project status reports for federal funding compliance are assumed for the duration of the project.

Task 1 Deliverables:

- PDT Meeting Agendas, Minutes, Action Log
- Project Expenditure Performance Spreadsheet
- Quarterly Project Status Reports for federal funding compliance
- Task-based Project Schedule development and maintenance.

Task 2: Preliminary Design / Project Description / Right of Way Engineering

Task 2a. Preliminary Design/Alternatives Analysis for MCPS locations

Early project activities will focus on the collection and review of data and County records on the project infrastructure and storm water BMP operations and maintenance (O&M). Specifications and installation criteria will be developed for each MCPS location. Each of the trash capture devices will be included in an O&M Plan that will describe equipment required, access for performing the maintenance, and disposal options. The O&M Plan will include a cost schedule for the first five years of maintenance activities.

Task 2a Assumptions

- Base mapping and utility mapping is not included for sites with MCPS as no excavation is expected for these sites.

Task 2a Deliverables:

- Specifications and installation criteria for each MCPS to obtain vendor and installation quotes
- Operations and Maintenance Plan

Task 2b. Preliminary Design/Alternatives Analysis for OF00 and OF07

Geosyntec will perform field investigations for sites OF00 and OF07 and develop base mapping, including utility mapping, for these two locations using available survey data provided by the County and limited supplemental survey, where necessary to complete the design. If utility relocation is necessary, potential relocations will be identified. Based on our understanding of existing site and infrastructure geometry, design storm data will be reviewed and incorporated into sizing, value engineering, and preliminary design of the devices. Geosyntec will undertake a value engineering exercise to help optimize designs based on an increased understanding of site access and operations and maintenance requirements. Geosyntec will develop 35% design package, including schematic plans, initial draft specifications, and cost estimates to help limit construction impacts, and to help achieve the long-term operation and maintenance objectives.

Right of Way Mapping at OF00

If the preferred locations for a FCS at OF00 is on UCSB property, then Geosyntec will prepare a right of way needs map for OF00 and Legal Descriptions and associated exhibits for agreements between the County and UCSB for construction and long-term O&M.

Task 2b. Assumptions

- 35% Plans will be submitted to the County for review and one complete set of consolidated comments will be addressed in Task 5.
- Each trash capture device will be included in the Operation and Maintenance (O&M) plan developed in Task 2A
- The County will assist in coordination with utility companies if relocation is required

Task 2b. Deliverables:

- Base Mapping
- Utility Mapping
- Value Engineering Report
- 35% Plans and Cost Estimate
- Identification of permit needs for OF00 and OF07
- Right of Way Map (at site OF00 only)
- Legal Descriptions and associated exhibits for permanent easements (at site OF00 only)

Task 3: Geotechnical Sites

Our work will commence with online research and review of utility, geologic and topographic maps, and review of available geotechnical reports from projects nearby. A geotechnical desktop evaluation will help inform soil characteristics and engineering properties, stratigraphic information, and water level data to reduce project risk and the potential for contractor price contingencies associated with excavation and underground construction. The findings will be summarized in brief email and incorporated into the design package.

Task 3 Assumptions

- A field geotechnical assessment will not be performed;

Task 3 Deliverables:

- Geotechnical Summary Email

Task 4: Outfall OF00 Permitting and Environmental Review (As-Needed)

If it is determined during Task 2b that the device should be located at the end of OF00, then the following scope will be conducted (as directed by the County) to support permitting and environmental review. Geosyntec will review existing reports and data provided by County and perform field assessments of OF00 including biological resources, jurisdictional wetlands, and Initial Site Assessment (ISA). Geosyntec will confirm permit needs and provide the County with supporting data and permit applications and National Environmental Protection Act (NEPA)/California Environmental Quality Act (CEQA) documentation for exemptions, as appropriate. Based on US Department of Treasury's guidance on the use of the Coronavirus State and Local Fiscal Recovery Funds, NEPA does not apply to Treasury's administration of the funds unless there are additional federal funding sources; however, all local permitting and environmental compliance laws still apply. The required environmental permits and level of CEQA documentation will be established based on the findings of the site visits, biologic and cultural resource surveys, and communications with the County Project Manager and regulatory agencies. For the purpose of this scope of work, it is assumed that trash capture device at OF00 would require the following environmental permits:

- U.S. Army Corps of Engineers (USACE) (Clean Water Act Section 404 Nationwide Permit),
- Regional Water Quality Control Board (RWQCB) (Clean Water Action Section 401), and
- California Department of Fish & Wildlife (CDFW) (California Fish and Game Code 1600 et seq., Streambed Alteration Agreement).

An Initial Study (IS) and supporting resource studies will be prepared to help support the County in its determination if the Project qualifies for a CEQA categorical exemption and/or will be used to inform the level of CEQA documentation needed (e.g., Negative Declaration [ND], Mitigated Negative Declaration [MND], or Environmental Impact Report [EIR]). Geosyntec's DBE subconsultant, Blackhawk Environmental, Inc. will conduct the Biological Resources Survey and Aquatic Resources Delineation to support the permit applications and IS. Geosyntec's air resources practitioners will perform air quality (AQ) and Greenhouse Gas (GHG) emissions analyses to quantify and evaluate the potential significance of AQ and GHG impacts associated with the Project (construction and operation) to support the IS. All analyses will be performed in accordance with the County of Santa Barbara Planning and Development Department's Guidelines for the Implementation of CEQA (09/2020) with reference to the Environmental Thresholds and Guidelines Manual (01/2021).

As-needed technical resource support during the regulatory permitting and environmental document preparation process will be provided to respond to requests for information, additional analysis, and/or follow-up coordination.

Geosyntec will complete an Initial Site Assessment (ISA) including a preliminary review and a visual inspection of the outfall and surrounding properties to identify current and historical land uses, pertinent features, and evidence of the presence of hazardous materials or unauthorized releases. Resources used in the review will include online environmental databases (e.g., GeoTracker, Envirostor, AQMD, and HWTS), aerial photographs, topographic maps, fire insurance maps (if available), city directory listings, and an Environmental Database Report (EDR). The two-page California Department of Transportation checklist will be completed and a brief memorandum of the ISA conclusions will be prepared. Evaluation of impacts to Public Safety in the IS will rely on findings of ISA.

Task 4 Assumptions

- One 1-hour kick-off meeting (online/virtual) with County of Santa Barbara team to initiate permitting. Purpose of meeting to review scope, data needs, and approach.

- One 2-hour pre-application permitting meeting (online/virtual) with the USACE, RWQCB, CDFW, and County of Santa Barbara to identify agency resource and permitting concerns prior to preparation of the permits.
- Up to two additional 2-hour agency project meetings and/or site visits.
- Preparation and submittal of draft applications for Clean Water Act Section 404 (Assume Nationwide Permit), Clean Water Action Section 401, and CDFW Streambed Alteration Agreement permits, if required for OF00 to County. Assumes one round of review of the permit application and supporting materials by County of Santa Barbara prior to submittal of final applications to the respective regulatory agencies.
- Up to 30 hours of Ms. Harrison's and 24 hours of Senior Staff time for attending up to two additional agency project meetings site visits, and/or as-needed technical permitting and environmental document support and
- Preparation of a Draft and Final Initial Study to County. Assumes round of review of Initial Study and supporting materials.
- Preparation of a ND, MND, or EIR is not included. Cost for preparation of these documents can be provided upon determination of level of environmental document required.
- Permit fees will be paid by the County.
- A Cultural Resource Assessment will be prepared under a separate contract and the findings will be provided to Geosyntec for incorporation into the IS.
- Based on the results of the general biological survey and focused habitat assessments at OF00, additional general surveys may be required in the other outfall locations and/or focused surveys at the OF00 location, that are not included in this proposal. A separate scope and cost estimate can be provided if additional surveys are necessary.
- The Biologic Resource Assessment literature review will extend up to a two-mile radius from the center point of the MSCP sites and the Biologic Resource Survey and Aquatic Delineation will only be performed at the OF00 location.
- Assumes County of Santa Barbara would arrange for access to OF00 area for the field survey.
- NEPA documentation will not be required.
- Coastal Development Permit excluded.

Task 4 Deliverables:

- Draft and Final Biological Resource Assessment Letter Report
- Draft and Final Aquatic Delineation Report
- Draft and Final Air Quality and Greenhouse Gas Summary Letter Report.
- Draft and Final CEQA Initial Study (IS)
- USACE CWA Section 404 Nationwide Permit Application
- RWQCB CWA Section 401 Permit Application
- CDFW Streambed Alteration Agreement Application (OF00 only)

Task 5: 95% Plans and Specifications, and Cost Estimate

Task 5. 95% Plans and Specifications, and Cost Estimate for OF00 and OF07

Following one consolidated set of comments from Task 2, Geosyntec will incorporate comments and further develop the design to 95% Plans, Specifications, and Cost Estimate for County review. The 95% submittal will include the following:

- 95% Plans
- Bid Items List
- Preliminary Engineer's Estimate
- Technical Specifications
- Design Calculations, signed and stamped by licensed Professional Engineer.

Following review of receipt of County comments, Geosyntec will prepare a comments log and documented responses to comments and incorporated in the Construction Documents package as appropriate.

Task 5. Assumptions

- County will distribute internally for review to appropriate parties and submit one consolidated set of comments to Geosyntec.

Task 5 Deliverables:

- 95% Plans, Specifications, and Estimates (PS&E)
- Design Calculations
- Independent quantity calculations
- Signed Statement acknowledging internal review of 95% PS&E

Task 6: 100% Plans and Specifications, and Cost Estimate

Task 6a. 100% Submittal Package for MCPS Locations

Upon finalization of MCPS locations and completion of Task 2, Geosyntec will prepare the 100% submittal package including schedule of catch basins where MCPS will be installed, MCPS specifications sheets and manufacturer's guidelines.

Task 6a Assumptions

- Design plans are not required for this subtask

Task 6a Deliverables:

- MCPS specification sheets, manufacturer's installation guidelines, and schedule of MCPS sizes and locations

Task 6b. 100% Plans and Specifications, and Cost Estimate for OF00 and OF07

Following approval of 95% submittal from County, Geosyntec will begin developing the 100% submittal and bid package for County review. The 100% submittal will include the following:

- A Constructability Review and a QA/QC Review
- 100% Plans, Engineer's Estimate, and Specifications incorporating comments from 95% submittal
- Signed 100% Plans on 20 lb Translucent Bond delivered to County
- Signed 100% Special Provisions
- Bound Design Calculations for project design and quantities, including any special notes or assumptions used
- Plans in AutoCAD file format

Following review of receipt of County comments, Geosyntec will prepare a comments log and documented responses to comments and incorporated in the Construction Documents package as appropriate.

Task 6b Assumptions

- County will distribute internally for review to appropriate parties and submit one consolidated set of comments to Geosyntec
- One set of comments is assumed for this task

Task 6b Deliverables:

- 100% Plans, Specifications, and Estimates (PS&E) – electronic and hardcopy on Translucent Bond
- Design Calculations
- Independent quantity calculations

Task 7: Bid Support and Design Support During Construction at OF00 and OF07

Geosyntec will provide support to the County during construction bids and respond to Requests for Information (RFIs) from bidders and shall attend a pre-bid conference. Geosyntec will review bids and make

recommendations to the County. Geosyntec will provide design support during construction and attend construction meetings with County and Contractor, as directed by County. Geosyntec will review Construction Submittals and Construction Change Orders (CCOs) as requested by the County. Geosyntec will maintain a record of design changes during construction and develop a set of Record Drawings at the completion of construction.

Task 7 Assumptions

- Four (4) RFIs are assumed
- Two (2) CCOs are assumed
- Up to 15 Construction Submittals
- Construction contractor will maintain a set of redline drawings and provide them to Geosyntec at completion of construction to prepare Record Drawings.
- Construction management, inspection, and construction phase project management following construction contractor award will be performed under a separate contract.

Task 7 Deliverables:

- Responses to RFIs
- Review and response to CCOs and Construction Submittals
- Design changes during construction
- Project Record Drawings

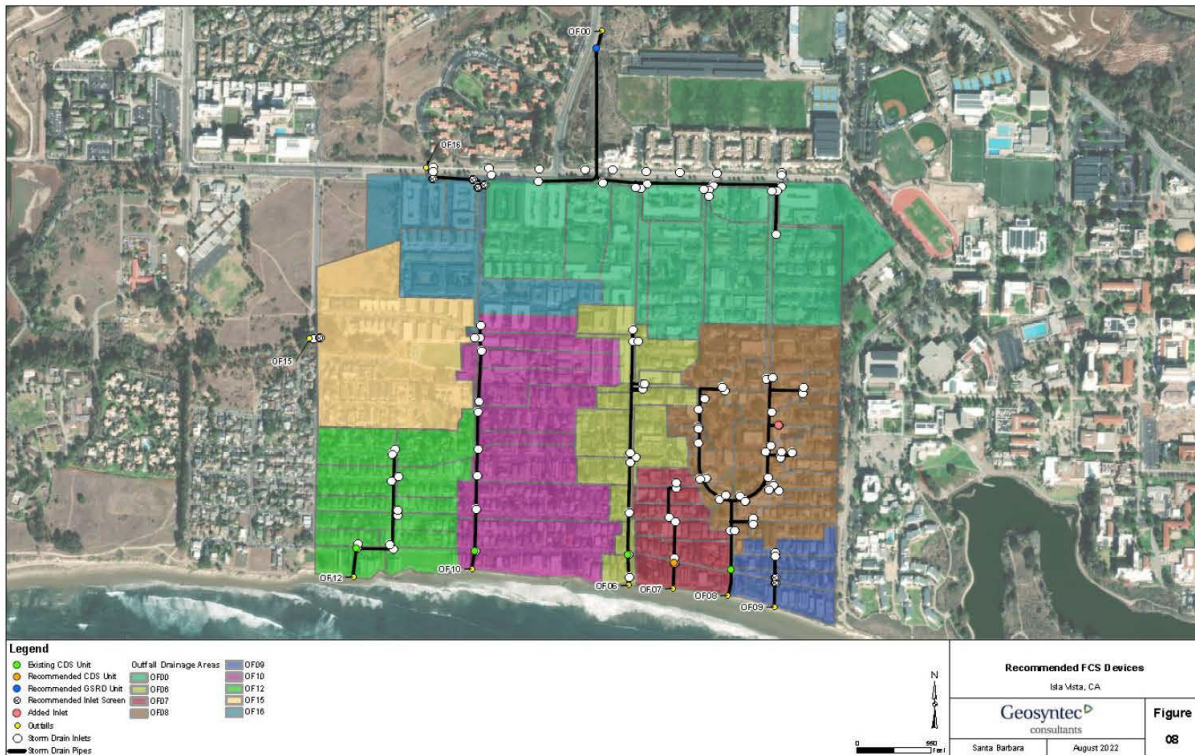


Figure 1. Full Capture System Trash Device Locations, Isla Vista California

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, up to but not to exceed **\$ 235,208**.
- 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 **\$23,520.80**.
- 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 County of Santa Barbara, 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 website at <http://www.dir.ca.gov/dlsr/pwd>.
- G. CONTRACTOR shall comply with applicable federal labor standards, including without limitation, the Davis-Bacon Act (40 U.S.C. §§ 3141-3148), which requires that workers receive no less than the prevailing wages being paid for similar work in their locality, and its implementing regulations and policies (Title 29, Code of Federal Regulations CFR, Subtitle A, Parts 1, 3 and 5) issued by the Secretary

of Labor. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of federal wage decisions for each classification of work. In the event that there are different state and federal wage decisions for the same classification of work, the higher of the two wage decisions shall apply. CONTRACTOR shall maintain documentation that demonstrates compliance with hour and wage requirements of this part, which shall be made available to the COUNTY for review upon request.

ATTACHMENT B1

Task	Sub-Task	Geosyntec										Sub-consultant Cost*	Line Item Cost	Total	
		Senior Principal	Principal	Senior Professional	Project Professional	Professional	Senior Staff Professional	CADD	Project Admin.	Technology Fee % of Labor Cost	Third-party Expenses*				
1. Project Management	Project Administration	\$294	\$274	\$254	\$224	\$188	\$178	\$45	\$85	\$410	\$0	\$0	\$0	\$14,087	\$24,012
	Progress Mngs. File Mgmt	\$0	\$0	\$12,954	\$0	\$0	\$0	\$0	\$723	\$198	\$0	\$0	\$0	\$6,786	\$9,139
	Reporting	\$0	\$0	\$4,572	\$2,016	\$0	\$0	\$0	\$0	\$198	\$0	\$0	\$0	\$9,139	\$11,124
	Desktop Data Review	\$0	\$0	\$3,048	\$0	\$0	\$0	\$0	\$0	\$91	\$0	\$0	\$0	\$3,486	\$3,486
	Specifications	\$294	\$0	\$1,016	\$896	\$0	\$1,424	\$0	\$0	\$100	\$0	\$0	\$0	\$3,739	\$3,739
	O & M Plan	\$294	\$0	\$508	\$896	\$0	\$2,136	\$0	\$0	\$115	\$0	\$0	\$0	\$3,948	\$3,948
	Field Investigation and Data	\$0	\$0	\$4,064	\$0	\$0	\$2,888	\$0	\$0	\$207	\$0	\$0	\$0	\$7,119	\$7,119
	Surveying	\$0	\$0	\$274	\$274	\$0	\$712	\$0	\$0	\$28	\$0	\$0	\$10,010	\$10,974	
	Right of Way Mapping	\$588	\$0	\$508	\$896	\$0	\$0	\$0	\$0	\$60	\$0	\$0	\$7,920	\$9,972	
	Utility Company Coordination	\$294	\$0	\$254	\$448	\$0	\$1,424	\$0	\$0	\$64	\$330	\$0	\$0	\$2,520	\$2,520
2b. Preliminary Design/ Alternatives Analysis for OF00 and OF07	Utility and Base Mapping	\$0	\$0	\$254	\$896	\$0	\$1,424	\$0	\$0	\$86	\$0	\$0	\$0	\$2,584	\$2,584
	Confirm Permit Needs	\$294	\$0	\$1,644	\$0	\$0	\$2,136	\$0	\$0	\$113	\$0	\$0	\$0	\$3,893	\$3,893
	Value Engineering	\$1,176	\$0	\$254	\$448	\$0	\$1,424	\$0	\$0	\$73	\$0	\$0	\$0	\$2,489	\$2,489
	Preliminary Plans	\$294	\$0	\$508	\$2,688	\$1,894	\$4,272	\$0	\$0	\$307	\$0	\$0	\$0	\$10,935	\$10,935
	Preliminary Plans, Specifications, Estimate (35%)	\$294	\$0	\$254	\$896	\$0	\$1,424	\$0	\$0	\$43	\$0	\$0	\$0	\$1,487	\$1,487
	Data Review	\$588	\$0	\$508	\$896	\$0	\$2,136	\$0	\$0	\$65	\$0	\$0	\$0	\$2,221	\$2,221
	Final Geotechnical Memo	\$0	\$0	\$548	\$0	\$0	\$1,511	\$0	\$0	\$151	\$0	\$0	\$0	\$5,175	\$5,175
	Final Geotechnical Memo	\$0	\$0	\$0	\$896	\$0	\$1,424	\$0	\$0	\$102	\$0	\$0	\$0	\$3,518	\$3,518
	Location OF00 assessment	\$588	\$8,768	\$7,874	\$2,584	\$4,752	\$8,514	\$0	\$0	\$103	\$385	\$0	\$0	\$3,154	\$3,154
	MEPA / CEQA data and docs	\$588	\$8,720	\$2,022	\$2,584	\$3,960	\$12,280	\$2,900	\$0	\$1,023	\$0	\$17,853	\$0	\$7,866	\$92,730
5. 95% Plans, Specs, Estimate for OF00 and OF07	Permit submittal applications	\$294	\$0	\$254	\$2,240	\$792	\$2,848	\$0	\$0	\$43	\$0	\$0	\$0	\$1,487	\$1,487
	95% Plans	\$0	\$0	\$254	\$2,240	\$792	\$2,848	\$0	\$0	\$193	\$0	\$0	\$0	\$6,621	\$6,621
	Bid Items List	\$0	\$0	\$0	\$448	\$0	\$712	\$0	\$0	\$35	\$0	\$0	\$0	\$1,195	\$1,195
	Preliminary Engineer's Est.	\$294	\$0	\$254	\$896	\$0	\$1,424	\$0	\$0	\$65	\$0	\$0	\$0	\$2,221	\$2,221
	Technical Specifications	\$0	\$0	\$0	\$896	\$0	\$1,424	\$0	\$0	\$27	\$0	\$0	\$0	\$923	\$923
	Design Calculations	\$294	\$0	\$0	\$396	\$0	\$1,78	\$0	\$0	\$26	\$0	\$0	\$0	\$894	\$894
	QA/QC Statement	\$0	\$0	\$0	\$224	\$0	\$0	\$0	\$0	\$7	\$0	\$0	\$0	\$231	\$231
	100% Plans	\$294	\$0	\$254	\$448	\$0	\$712	\$0	\$0	\$51	\$0	\$0	\$0	\$1,759	\$1,759
	Constructability & QA/QC	\$294	\$0	\$0	\$672	\$0	\$0	\$0	\$0	\$29	\$0	\$0	\$0	\$995	\$995
	6b. 100% Plans, Specs, Estimate for OF00 and OF07	100% Plans	\$294	\$0	\$254	\$896	\$0	\$2,136	\$0	\$0	\$107	\$330	\$0	\$0	\$4,017
Engineer's Estimate		\$0	\$0	\$0	\$448	\$0	\$356	\$0	\$0	\$24	\$0	\$0	\$0	\$828	\$828
Technical Specifications		\$0	\$0	\$0	\$448	\$0	\$0	\$0	\$0	\$13	\$0	\$0	\$0	\$461	\$461
Design Calculations		\$294	\$0	\$0	\$224	\$396	\$178	\$0	\$0	\$53	\$0	\$0	\$0	\$1,235	\$1,235
Bid Support		\$1,176	\$0	\$1,524	\$1,792	\$0	\$0	\$0	\$0	\$135	\$100	\$0	\$0	\$4,727	\$4,727
Response to RFIs		\$1,176	\$0	\$0	\$1,792	\$0	\$0	\$0	\$0	\$89	\$0	\$0	\$0	\$3,057	\$3,057
Response to CCOs		\$1,764	\$0	\$0	\$1,792	\$0	\$0	\$0	\$0	\$35	\$0	\$0	\$0	\$3,201	\$3,201
Engineering Support		\$588	\$0	\$0	\$896	\$0	\$1,424	\$0	\$0	\$57	\$0	\$0	\$0	\$2,995	\$2,995
Record Drawings		\$294	\$0	\$0	\$896	\$0	\$2,488	\$0	\$0	\$121	\$0	\$0	\$0	\$4,159	\$4,159
Project total (without Task 4)		\$11,172	\$3,888	\$32,512	\$31,584	\$3,168	\$37,736	\$0	\$723	\$3,605	\$760	\$17,930	\$0	\$142,478	\$142,478
Project total (with Task 4)	\$12,948	\$20,276	\$42,418	\$41,440	\$11,880	\$60,520	\$2,900	\$723	\$5,775	\$1,445	\$35,783	\$0	\$235,208	\$235,208	

* Third party expenses and subconsultant costs include a 10% markup

GEOSYNTEC CONSULTANTS
2023 U.S. RATE SCHEDULE

(All Values are in \$USD)

Staff Professional	\$154
Senior Staff Professional	\$178
Professional	\$198
Project Professional	\$224
Senior Professional	\$254
Principal	\$274
Senior Principal	\$294
Technician I	\$ 83
Technician II	\$ 89
Senior Technician I	\$ 99
Senior Technician II	\$106
Site Manager I	\$116
Site Manager II	\$128
Construction Manager I	\$142
Construction Manager II	\$152
Senior Designer	\$190
Designer	\$160
Senior Drafter/Senior CADD Operator	\$ 145
Drafter/CADD Operator/Artist	\$ 130
Project Administrator	\$ 85
Clerical	\$ 65
Direct Expenses	Cost plus 10%
Subcontract Services	Cost plus 10%
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

~~Rates are provided on a confidential basis and are client and project specific.~~

Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Producer Price Index for Engineering Services.

Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.
 Construction management fee presented upon request.

US 2023 RATE B.docx

EXHIBIT C

Indemnification and Insurance Requirements (For Design Professional Contracts that also Include Non-Design Services)

INDEMNIFICATION

A. Indemnification pertaining to Design Professional Services:

CONTRACTOR agrees to fully indemnify and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, suits damages, costs, expenses, 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. The indemnity includes the cost to defend COUNTY to the extent of the CONTRACTOR'S proportionate percentage of fault. Should one (or more) defendants be unable to pay its share of the defense costs due to bankruptcy or dissolution of the business, CONTRACTOR shall meet and confer with other parties regarding unpaid defense costs and CONTRACTOR shall pay COUNTY'S cost of defense to the fullest extent permitted by law.

B. Indemnification pertaining to other than Design Professional Services:

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

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

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

B. Other Insurance Provisions

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

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10. CG 20 26, Cg 20 33 or CG 20 38; and CG 20 37 if a later revisions 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 state 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** – Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONTRACTOR to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the

retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.

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.

Exhibit D

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS
(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))**

The undersigned CONTRACTOR certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR, **Geosyntec Consultants**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date