

Attachment A

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the Laguna County Sanitation District, a dependent special district of the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY or DISTRICT) and Carollo Engineers, Inc., having its principal place of business at 3150 Bristol Street, Suite 500, Costa Mesa, California, 92626 (hereafter ENGINEER) wherein ENGINEER agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, ENGINEER 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 ENGINEER pursuant to the terms, covenants, and conditions herein set forth;

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

1. **DESIGNATED REPRESENTATIVE**

Martin Wilder, P.E., at phone number (805) 803-8755 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Graham Juby, P.E., at phone number (714) 593-5100 is the authorized representative for ENGINEER. 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: Martin Wilder, P.E.
Laguna County Sanitation District
620 West Foster Road
Santa Maria, CA 93455
Ph: (805) 803-8755
Email: mwilder@countyofsb.org

To ENGINEER: Graham Juby, P.E.
Carollo Engineers, Incorporated
3150 Bristol Street, Suite 500
Costa Mesa, CA 92626
Ph: (714) 593-5100 or (714) 593-5101
Email: gjjjuby@carollo.com

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. **SCOPE OF SERVICES**

ENGINEER agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference. Subtask 5.4 is not included in the scope of work.

4. **TERM**

CONTRACTOR shall commence performance on August 22, 2023 and end performance upon completion, but no later than June 30, 2024 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION**

In full consideration for ENGINEER's services, ENGINEER shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to the address given in Section 2 **NOTICES** above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

6. **INDEPENDENT CONTRACTOR**

It is mutually understood and agreed that ENGINEER (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 venture, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which ENGINEER shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that ENGINEER is performing its obligations in accordance with the terms and conditions hereof. ENGINEER 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. ENGINEER shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, ENGINEER shall be solely responsible and save COUNTY harmless from all matters relating to payment of ENGINEER'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, ENGINEER may be providing services to others unrelated to the COUNTY or to this Agreement.

7. **STANDARD OF PERFORMANCE**

ENGINEER represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, ENGINEER shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which ENGINEER is engaged. All products of whatsoever nature, which ENGINEER 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 ENGINEER's profession. ENGINEER 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 ENGINEER without additional compensation. In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for potential projects, ENGINEER has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, ENGINEER makes no warranty that COUNTY's actual project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

8. **DEBARMENT AND SUSPENSION**

ENGINEER 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. ENGINEER

certifies that it shall not contract with a subcontractor that is so debarred or suspended. See EXHIBIT D for further provisions.

9. **TAXES**

ENGINEER 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 ENGINEER's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, ENGINEER agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. **CONFLICT OF INTEREST**

ENGINEER covenants that ENGINEER 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. ENGINEER further covenants that in the performance of this Agreement, no person having any such interest shall be employed by ENGINEER. ENGINEER must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by ENGINEER if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to ENGINEER in writing.

11. **OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY**

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Any reuse of completed documents or use of partially completed documents without written verification or concurrence by ENGINEER for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to ENGINEER. ENGINEER shall not release any of such items to other parties except after prior written approval of COUNTY.

ENGINEER's instruments of service hereunder are the printed hard copy drawings and specifications issued for the Project, whereas electronic media, including CAD files, are tools for their preparation. As a convenience to COUNTY, ENGINEER shall furnish to COUNTY both printed hard copies and electronic media. In the event of a conflict in their content, the printed hard copies shall take precedence over the electronic media. Because data stored in electronic media form can be altered, inadvertently, it is agreed that COUNTY shall hold ENGINEER harmless from liability arising out of changes or modifications to ENGINEER's data in electronic media form in COUNTY's possession or released to others by COUNTY.

Unless otherwise specified in Exhibit A, ENGINEER 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 ENGINEER 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. ENGINEER 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. ENGINEER 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. ENGINEER 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 ENGINEER hereunder infringe upon intellectual or

other proprietary rights of a third party, and ENGINEER shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT

ENGINEER shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. ENGINEER shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing ENGINEER. ENGINEER shall not in any way contract on behalf of or in the name of COUNTY. ENGINEER shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.

13. COUNTY PROPERTY AND INFORMATION

All of COUNTY's property, documents, and information provided for ENGINEER's use in connection with the services shall remain COUNTY's property, and ENGINEER shall return any such items whenever requested by COUNTY and whenever required according to the Termination section of this Agreement. ENGINEER may use such items only in connection with providing the services. ENGINEER shall not disseminate any COUNTY property, documents, or information without COUNTY's prior written consent.

14. RECORDS, AUDIT, AND REVIEW

ENGINEER shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of ENGINEER's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting principles. COUNTY shall have the right to audit and review all such documents and records at any time during ENGINEER's regular business hours or upon reasonable notice. In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), ENGINEER 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). ENGINEER 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, ENGINEER 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, ENGINEER shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

COUNTY hereby notifies ENGINEER 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 ENGINEER agrees to comply with said ordinance. See EXHIBIT D for further provisions.

17. **NONEXCLUSIVE AGREEMENT**

ENGINEER 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 ENGINEER as the COUNTY desires.

18. **NON-ASSIGNMENT**

ENGINEER shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. **TERMINATION**

- A. **By COUNTY.** COUNTY may, by written notice to ENGINEER, 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 ENGINEER 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, ENGINEER 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 ENGINEER 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 ENGINEER 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, ENGINEER 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 ENGINEER, unless the notice directs otherwise.
- B. **By ENGINEER.** Should COUNTY fail to pay ENGINEER all or any part of the payment set forth in EXHIBIT B, ENGINEER may, at ENGINEER'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, ENGINEER 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 ENGINEER in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit ENGINEER to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay ENGINEER 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 ENGINEER be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. ENGINEER 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 ENGINEER. In the event of a dispute as to the reasonable value of the services rendered by ENGINEER, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

20. SECTION HEADINGS

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE

No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE

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

24. NO WAIVER OF DEFAULT

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

26. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW

ENGINEER 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 ENGINEER in any action or proceeding against ENGINEER, whether

COUNTY is a party thereto or not, that ENGINEER has violated any such ordinance or statute, shall be conclusive of that fact as between ENGINEER and COUNTY.

28. CALIFORNIA LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. ARPA FUNDING

This Agreement is funded through the Coronavirus State and 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.*). ARPA imposes certain requirements through the Act, its implementing regulations at 2 CFR 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*. The provisions of these funding requirements are attached hereto as EXHIBIT D and incorporated by reference.

30. 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.

31. 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, ENGINEER hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which ENGINEER is obligated, which breach would have a material effect hereon.

32. 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.

33. 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.

34. THIRD PARTIES

The services to be performed by ENGINEER are intended solely for the benefit of COUNTY. No person or entity not a signatory to this Agreement shall be entitled to rely on ENGINEER's performance of its services hereunder, and no right to assert a claim against ENGINEER by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of ENGINEER's services hereunder.

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Agreement for Services of Independent Contractor between the **Laguna County Sanitation District** and **Carollo Engineers, Inc.**

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

ATTEST:

Mona Miyasato
County Executive Officer
Ex-Officio Clerk of the Board

By: _____
Deputy Clerk

LAGUNA COUNTY SANITATION DISTRICT:

By: _____
Das Williams, Chair, Board of Directors

Date: _____

RECOMMENDED FOR APPROVAL:

Scott D. McGolpin, P.E.
Director, Public Works Department

By: _____
Department Head

ENGINEER:

Carollo Engineers, Inc.

DocuSigned by:
Graham JG Juby
By: _____
281BD92C2729406...
Authorized Representative

Name: Graham Juby, P.E.
Title: Vice President

APPROVED AS TO FORM:

Rachel Van Mullem
County Counsel

By: _____
Ashley Flood, Deputy County Counsel

DocuSigned by:
Rajesh Doppalapudi
By: _____
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Authorized Representative

Name: Rajesh Doppalapudi, P.E.
Title: Vice President

APPROVED AS TO FORM:

Gregory Milligan, A.R.M.
Risk Manager

By: _____
Risk Management

APPROVED AS TO ACCOUNTING FORM:

Betsy M. Schaffer, C.P.A.
Auditor-Controller

By: _____
Deputy

EXHIBIT A

STATEMENT OF WORK

County of Santa Barbara
Laguna County Sanitation District
Groundwater Recharge Project Implementation – Phase 2 Studies
Carollo Engineers, Inc.
Scope of Work
June 22, 2023
Overview

These Phase 2 studies build upon the ongoing evaluation of indirect potable reuse (IPR) within the Santa Maria Valley Groundwater Basin (IPR Evaluation). The IPR Evaluation documents summarize how a new water supply can be developed utilizing between 0.5 mgd and 1.7 mgd of effluent from the Laguna County Sanitation District (LCSD/District) water reclamation facility. Advanced purification technologies would be employed to meet all regulatory standards.

The listed work efforts are prerequisites for subsequent required efforts to design and permit an IPR facility for the District. The scope of work below details the tasks to be completed for Phase 2.

Task 1 – Project Management

Carollo will manage the project scope, schedule, and budget. Monthly meetings with LCSD will be used to provide new information and gain valuable feedback. This task also includes monthly invoicing and preparation of a monthly Progress Report to accompany the invoice.

Deliverables: Monthly invoicing, monthly progress reports, meeting Agendas, presentation materials and minutes.

Assumptions

Project is anticipated to span 12 months. Project Management budget is based upon this 12 month time frame.

Task 2 – Groundwater Modeling

Task 2 of this scope of work requires a specific written Notice to Proceed (NTP) from LCSD, separate from the single NTP for the other tasks in this scope.

Clear demonstration of purified recycled water groundwater travel time in excess of 2 months to the closest potable water well is mandatory for regulatory approval of an IPR project. The State of California Division of Drinking Water (DDW) will want to see demonstration of at least 6 months of modeled travel time, if not longer, for confidence in project success.

Scope Details

Carollo will develop two localized numerical groundwater flow models of the regions of the Santa Maria Valley Groundwater Basin surrounding the proposed recharge/injection sites. These models will represent seasonal groundwater flow conditions sufficient to quantify 3, 6, and 12-month zones of influence at each of two recharge or injection locations using particle tracking analyses and to determine if any existing water production wells are located within these zones of influence.

The groundwater modeling scope includes the following major subtasks:

- Data Collection
- Conceptual Model Development
- Development of Numerical Models
- Flow and Particle Tracking Simulations
- Draft and Final Groundwater Modeling TM

Carollo will review and assemble available data on aquifer hydrogeology, groundwater pumping for municipal and agricultural uses, recharge, and streamflow for use in model development. Sources include the following reports and studies:

- Annual groundwater monitoring reports for the Santa Maria Groundwater Basin (2009-2021)
- Santa Maria Groundwater Basin Characterization and Planning Activities Study (2015)
- Development of a Numerical Ground-Water Flow Model and Assessment of the Ground-Water Basin Yield, Santa Maria Valley Ground-Water Basin (2000)
- City of Pismo Beach and SSLOCSD CCB Phase 1B Hydrogeologic Evaluation (2019)
- Digital Tabulation of Stratigraphic Data from Oil and Gas Wells in the Santa Maria Basin and Surrounding Areas, Central California Coast (2010)
- Santa Maria Valley Salt and Nutrient Groundwater Assessment (2013)

In addition, monitoring data for groundwater levels and other data for groundwater wells will be obtained from the following sources:

- U.S. Geological Survey National Water Information System (NWIS)
- California Statewide Groundwater Elevation Monitoring (CASGEM)
- Department of Water Resources Well Completion Report Database

Carollo will prepare a hydrogeologic conceptual model to determine model extents. The conceptual model will be based primarily on information from previously published studies to include documentation of geology and hydrostratigraphy, aquifer geometries and continuity, hydraulic properties including permeability and storage properties, and groundwater inflows and outflows for the primary area of interest for the proposed recharge and injection sites.

Carollo will develop two localized numerical flow models for the areas surrounding the Getty Basin and LCSD injection sites. It is anticipated that the model will be developed using the MODFLOW-USG and modPATH3Du codes for flow and particle tracking simulations, respectively. Model boundaries, grid orientation, and vertical and horizontal discretization will be based on the conceptual model. Local model boundary limits will encompass the area surrounding and interacting with the groundwater dynamics of the injection areas and pumping from local wells. The use of MODFLOW-USG will facilitate the ability to vary grid cell dimensions as needed such as near areas of injection where the use of a smaller grid increases the accuracy of simulated flow paths. The localized flow models will be calibrated to available water level data by adjusting relevant model input parameters including hydraulic conductivity, boundary conditions, and recharge rates.

Carollo will develop a transient flow scenario representing conservative, i.e, high pumping, conditions in the aquifer to evaluate injection zones of influence. The flow and particle tracking results from these simulations will be used to determine if any potable supply wells are located within the zones of influence for various time periods.

Carollo will document the development and application of the models in a Draft TM. Comments received on the Draft TM will be addressed in the revised Final TM.

Deliverables: Draft TM and Final TM on Groundwater Model in electronic format (PDF).

Assumptions

The budget assumption is based on the development of two localized numerical models for the proposed injection zones using hydrogeologic information and data collected through previous studies. Localized flow models are often developed by extracting data from regional basin-scale models; however, no currently maintained model of the Santa Maria Valley Groundwater Basin is available. A groundwater flow model for the Santa Maria Valley Groundwater Basin was previously developed by Luhdorff & Scalmanini, Consulting Engineers (LSCE, 2000) and was calibrated from Fall 1944 to Spring 1997. If available, the model input files and other data from the previous model would be helpful for development of the localized flow models for this project, but results from the model could not be used directly because this model has not been updated to reflect data collected or changes to the groundwater flow system over the last 25 years since the model's initial development.

Task 3 – USBR Compliant Study

To obtain funding from the USBR Title XVI Recycled Water program in the future, the first step is to submit a Feasibility Study that gets approved by the USBR and gets the project put on the fundable list as an authorized project. Once the project is authorized, project proponents can start competing for grant funding for up to 25% or \$20 million (currently max of \$30 million, but it is unclear if this will continue). Title XVI funding can help pay for additional planning including predesign, CEQA and permitting as well as design and construction.

This USBR document must include the IPR project as well as other options for new water supply.

Deliverables: Draft and Final Study Report in the format prescribed by USBR. All deliverables in electronic format (PDF).

Scope Details

Carollo will prepare a report that meets the requirements of the USBR Title XVI Feasibility Study (WTR 11-01). The components of the Study are shown below.

- Introductory information – project sponsor, study area, project map
- Statement of Problems and Needs
 - Problem and needs the project solves
 - Current and projected water supplies, water rights, sources of water – County to provide support
 - Current and projected water demands and supply/demand imbalances – County to provide support
 - Current and projected water quality concerns – County to provide support
- Recycled Water Opportunities
 - Description of all uses, potential uses and any water quality or treatment needs
 - Description of water market including potential users, peak use, desire to use, outreach to customers, and how market was determined. Project will need letter of support from GSW prior to submittal.
 - Considerations that may prevent implementation and methods for eliminating obstacles, including outreach and pricing
 - Identification of all agencies with jurisdiction in service area of Recycled Water

- Describe potential sources of water to be recycled
 - Describe location of source water
 - Describe any current reuse
 - Describe current and projected disposal options
 - Summary of recycling technology and opportunities to improve
- Description of Alternatives
 - Describe non-federal funding condition
 - Specific objectives of all alternatives
 - Proposed Recycled Water project including project costs, annual operation, maintenance and replacement costs, life cycle costs
 - Unit cost \$/acft
 - Waste discharge requirements, including water quality
 - Description of one or more alternative technology or plan for distribution
- Economic Analysis - Degree project is cost-effective and economic benefits
 - Conditions with and without project – how project will alleviate economic problems/demands
 - Comparisons of alternatives that would satisfy the same demand
 - Total project costs, life cycle costs, \$/acft, cost required if proposed project not implemented,
 - Project benefits - quantitative and qualitative
- Selection of proposed project
 - Justification of why proposed project is selected, evaluation criteria
 - Analysis of if project would reduce development of new supplies, reduce use of surface water diversions, reduce demands on Federal supplies, reduce expansion of wastewater facilities.
- Environmental Considerations and Potential Effects
 - Impacts to endangered species, public health, cultural resources or regulated waters
 - Extent of environmental effects/risks
 - Describe required environmental compliance
 - Effect of project on regional/watershed quality
 - Extent public involved in feasibility study
 - Effect on historical resources and mitigation measures
- Legal and Institutional Requirements
 - Identify any legal or institutional requirements, or barriers to implementing the proposed project - County to complete.
 - Permitting procedures/needs
 - Any other unresolved issues

- Discharge requirements for brine disposal
- Financial Capability
 - Proposed schedule
 - Willingness of non-federal partner to pay and plan for funding construction and O&M costs
 - Description of all sources of funding – County to provide support
- Research needs – what is needed, who will administer, timeframe

A draft report to LCSD including all information above.

A final report to USBR incorporating LCSD comments.

A final revised report to USBR, depending upon USBR comments.

Assumptions

A CEQA checklist is included within this scope of work. That effort will be led by Padre as a subconsultant to Carollo.

Carollo to utilize Phase 1 efforts within this Task to minimize effort.

Task 4 – Project Financing

LCSD is a wastewater agency that operates based upon wastewater revenue. Implementing an IPR project requires a different mechanism of funding the construction and operation of the project. This scope will develop a Project Financing Plan which considers all stakeholders, current funding models, and how to finance the IPR project.

Deliverables: Draft and Final TM in electronic format (PDF).

Scope Details

Carollo's Financial Management Group will develop project financing frameworks based upon input from LCSD and water supply stakeholders. The culmination of this task will be a Memorandum of Understanding (MOU) on the potential financial approaches involving all parties to implement an IPR program.

Scope items include:

- Definition and understanding of relevant stakeholders
- Development of repayment models, including use of loans (by LCSD), purchase of treatment capacity (water supply stakeholders), purchase of purified water (\$/AF);
- Review of water credits for recharge (e.g., 1:1);
- Review of, and a plan to be in compliance with, Proposition 218;
- Workshops with Stakeholders (2), one up front and one near the end of the task;
- Development of two deliverables, a Financing Plan and the MOU.

A draft report to LCSD including all information above.

A final report incorporating LCSD comments.

Assumptions

None at this time.

Task 5 – Boron Regulatory Pathway

Initial studies indicate that boron requirements for the Santa Maria Groundwater Basin specified in the Central Coast Basin Plan may be addressed by determining the available assimilative capacity and, depending upon the groundwater recharge location and Regional Water Board concurrence, conducting an

anti-degradation analysis. The majority of work below will be performed by Larry Walker Associates (LWA) as a subcontractor to Carollo.

Deliverables: Draft and Final Regulatory Pathway TM in electronic format (PDF).

Scope Details

This project overlies the Santa Maria Groundwater Basin, which has different boron water quality objectives spatially (sub-basins) and vertically (different “shallow” and “deep” aquifer zones). The recycled water boron concentrations after RO treatment hover a bit above most requirements (but not all) and some of the potential injection locations are on sub-basin boundaries or could inject into “shallow” or “deep” zones. This scope of work evaluates the recycled water boron concentrations and regulatory requirements, provides an analysis of available assimilative capacity, and develops options for regulatory compliance. Based on discussions with LCSD and Regional Water Board staff, acceptable regulatory options will be identified and are expected to include an anti-degradation analysis to support use of available assimilative capacity and demonstrate maximum benefit to the people of the State. The result will be a recommended regulatory pathway to be included in the Engineering Report and ROWD used to permit a potable water reuse project.

LWA will identify applicable regulatory requirements, review available groundwater data (compiled by Carollo and LCSD), and evaluate the groundwater modeling results (conducted by Carollo under Task 2). The information will be used to estimate impacts to downgradient groundwater quality, determine available assimilative capacity, and predict percent utilization of the available assimilative capacity. To determine the potential impacts on groundwater quality, LWA will evaluate the impact of boron loadings using a spreadsheet mixing model. LWA has developed and used this type of model to evaluate water quality impacts from wastewater effluent for other groundwater basins, including for the City of Santa Paula and the Las Virgenes Municipal Water District. The budget for this task assumes the spreadsheet mixing model approach will be acceptable to Regional Water Board staff. The use of another analysis approach may require an adjustment to the budget or scope for the project.

LWA will utilize the findings of Subtask 5.1 to identify possible regulatory strategies for boron. The regulatory strategies will be presented to LCSD (discussed at one monthly meeting) and the preferred approach(es) will be identified for discussion with Regional Water Board staff. LWA will organize a meeting with Regional Water Board staff, develop presentation materials, and facilitate the meeting to obtain concurrence on the agreed-upon strategy.

LWA will prepare a draft TM for LCSD review that describes the agreed-upon boron regulatory pathway including steps to be undertaken, special studies to be completed, timing for submittals, and input needed from the Regional Water Board. Comments received from LCSD on the draft TM will be incorporated into the final TM.

If required by the Regional Water Board, and at the option of LCSD as a change order to this scope and budget, LWA will conduct a special study to demonstrate regulatory compliance with applicable boron water quality objectives. For budgeting purposes, the special study is anticipated to be an anti-degradation analysis to support a permit finding of compliance with the State Water Board Anti-degradation Policy.¹ The State’s Anti-degradation Policy allows some degradation of water quality if the project utilizes less than 10% of the available assimilative capacity or if the project demonstrates maximum benefit to the people of the State. LWA will utilize the process/procedures developed with the Regional Water Board to prepare the groundwater anti-degradation analysis and provide a draft report for LCSD review. Comments received from LCSD will be incorporated into a final report for submittal to the Regional Water Board. One round of revisions will be conducted in response to Regional Water Board comments and questions.

A draft report to LCSD including all information above.

A final report incorporating LCSD comments.

E_____

¹ State Water Resources Control Board Resolution No. 68-16, Statement of Policy with Respect to Maintaining High Quality of Waters in California.

Assumptions

This scope is not to get any regulatory permit. Rather, it will provide confidence and methods for next steps with regard to permitting the boron permit limit.

Schedule

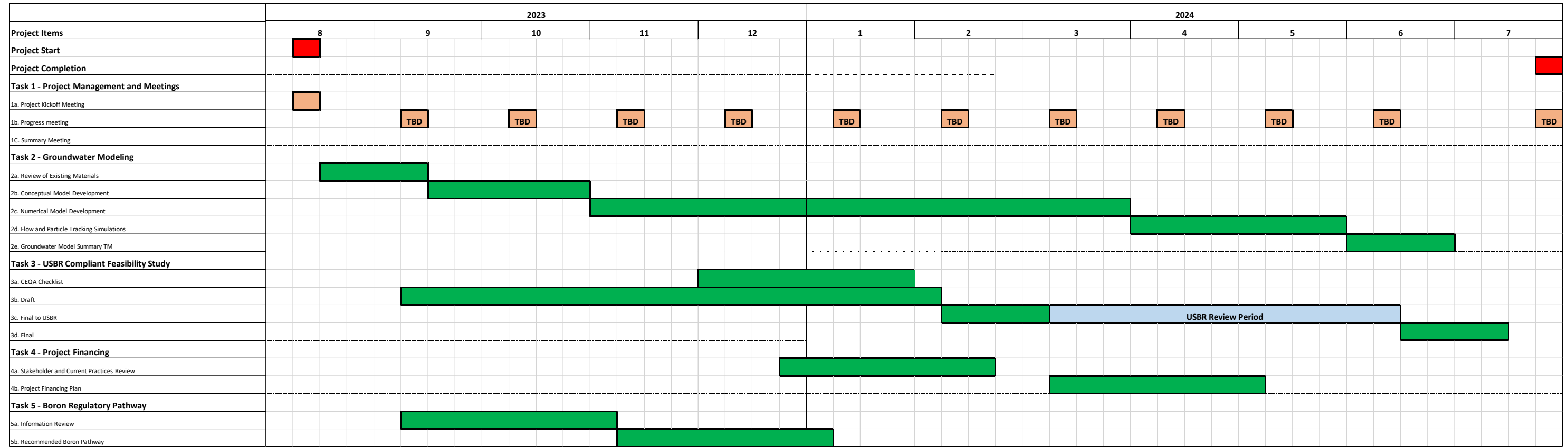


EXHIBIT B

PAYMENT ARRANGEMENTS Periodic Compensation

- A. For ENGINEER's services to be rendered under this contract, ENGINEER shall be paid a total contract amount, including cost reimbursements, not to exceed \$300,000.
- B. Payment for services and/or reimbursement of costs shall be made upon ENGINEER's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by DISTRICT.
- C. Monthly, ENGINEER shall submit to the DISTRICT 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. DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory shall initiate payment processing. DISTRICT shall pay invoices or claims for satisfactory work within 30 days of presentation.
- D. DISTRICT's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of DISTRICT's right to require ENGINEER to correct such work or billings or seek any other legal remedy.

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

A. Indemnification pertaining to other than Professional Services:

ENGINEER agrees to indemnify, defend and hold harmless DISTRICT and its officers, officials, employees, 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, arising out of or related to the ENGINEER'S work or activities for the DISTRICT and for any costs or expenses (including but not limited to reasonable attorneys' fees) incurred by DISTRICT on account of any such claim except where such indemnification is prohibited by law. ENGINEER's indemnification obligation does not apply to the DISTRICT'S sole negligence or willful misconduct.

B. Indemnification pertaining to Professional Services:

ENGINEER agrees to defend, indemnify and hold harmless DISTRICT and its officers, officials, employees, and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof; including any willful or negligent act or omission to act on the part of the ENGINEER or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

ENGINEER 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

ENGINEER 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 ENGINEER, 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 ENGINEER 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 ENGINEER provides written verification that it has no employees)**

4. **Professional Liability:** (Errors and Omissions) Insurance appropriate to the ENGINEER's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the ENGINEER maintains broader coverage and/or higher limits than the minimums shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the ENGINEER. 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 ENGINEER 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 ENGINEER'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 forms if later revisions used).
2. **Primary Coverage** – For any claims related to this contract, the ENGINEER's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the ENGINEER's insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – ENGINEER hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said ENGINEER may acquire against the COUNTY by virtue of the payment of any loss under such insurance. ENGINEER agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the ENGINEER to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
7. **Verification of Coverage** – ENGINEER 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 ENGINEER's obligation to provide them. The ENGINEER 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** – ENGINEER shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and ENGINEER 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 ENGINEER 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. ENGINEER 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
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUND REQUIRED TERMS

This Agreement is funded through the Coronavirus State and 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.*). ARPA imposes certain requirements through the Act, its implementing regulations at 2 CFR 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*. In recognition of these funding requirements, ENGINEER, as a SUBRECIPIENT of ARPA funding (this "subaward" or "Funds"), agrees to the following provisions:

1. GENERAL COMPLIANCE.

ENGINEER 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.

2. USE OF FUNDS.

- A. ENGINEER agrees that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of this Agreement.
- B. ENGINEER understands and agrees the funds disbursed under this Agreement may only be used in compliance with Sections 603(c) of the Act and Treasury's regulations implementing those sections and guidance.

3. REPORTING.

ENGINEER shall comply with any reporting obligations established by the Treasury, as they relate to this Agreement, upon request from COUNTY.

4. MAINTENANCE OF AND ACCESS TO RECORDS.

- A. Pursuant to 2 CFR section 200.337 and Section 4 of the Award Terms and Conditions, ENGINEER 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.
- 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 ENGINEER in order to conduct audits or other investigations.
- C. Irrespective of Section 6 – Right to Audit of the Agreement, records shall be maintained by ENGINEER for a period of five (5) years after final payment for the Services.

5. PRE-AWARD COSTS.

Pre-award costs, as defined in 2 CFR section 200.458, may not be paid with funding from this Agreement.

6. ADMINISTRATIVE COSTS.

ENGINEER may use funds provided under this Agreement to cover both direct and indirect costs in accordance with SLFRF Requirements.

7. CONFLICT OF INTEREST.

- A. ENGINEER covenants that ENGINEER 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. ENGINEER further covenants that in the performance of this Agreement, no person having any such interest shall be employed by ENGINEER. ENGINEER must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by ENGINEER if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to ENGINEER in writing.
- B. ENGINEER understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR section 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. ENGINEER must disclose in writing to COUNTY, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 CFR section 200.112.

8. EQUAL EMPLOYMENT OPPORTUNITY.

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

- A. ENGINEER will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. ENGINEER 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. ENGINEER 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. ENGINEER will, in all solicitations or advertisements for employees placed by or on behalf of ENGINEER, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
 - i. ENGINEER 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 ENGINEER'S commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - ii. ENGINEER agrees to comply with 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 ENGINEER agrees to comply with said regulation.

- iii. ENGINEER 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.
- iv. In the event of ENGINEER'S noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be cancelled, terminated, or suspended in whole or in part and ENGINEER 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.
- v. ENGINEER 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. ENGINEER 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 ENGINEER becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency ENGINEER may request the United States to enter into such litigation to protect the interests of the United States.

9. NONDISCRIMINATION.

- A. ENGINEER 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.
- B. ENGINEER 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.
- C. ENGINEER shall incorporate the language in Section 10 (A) through (B). in every agreement with a contract or purchase order funded under this Agreement.

- D. ENGINEER 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.
- E. ENGINEER 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.

10. CLEAN AIR ACT.

- A. ENGINEER 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. ENGINEER 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, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. ENGINEER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

11. FEDERAL WATER POLLUTION CONTROL ACT.

- A. ENGINEER 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. ENGINEER 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, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. ENGINEER agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

12. DEBARMENT AND SUSPENSION.

- A. As required by 2 CFR section 200.214, ENGINEER warrants that it is not subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR 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. This certification is a material representation of fact relied upon by COUNTY. If it is later determined that ENGINEER did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 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.

- C. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such ENGINEER is required to verify that none of the ENGINEER, its principals (defined at 2 CFR section 180.995), or its affiliates (defined at 2 CFR section 180.905) are excluded (defined at 2 CFR section 180.940) or disqualified (defined at 2 CFR section 180.935).
- D. ENGINEER must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- E. The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part. 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.

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

ENGINEER shall file the required certification attached as Attachment A 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.

14. PROCUREMENT OF RECOVERED MATERIALS.

- A. In the performance of this Agreement, ENGINEER 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;
 - i. Meeting contract performance requirements; or
 - ii. 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>.

15. DOMESTIC PREFERENCES FOR PROCUREMENTS.

- A. As appropriate and to the extent consistent with law, the ENGINEER 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.

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

A. ENGINEER 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 section 200.471.

17. MANDATORY DISCLOSURE.

ENGINEER 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. ENGINEER 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 section 200.338 Remedies for noncompliance, including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321.)

18. REMEDIES FOR NONCOMPLIANCE.

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

- A. Wholly or partly suspend or terminate the Agreement.
- B. Require payments as reimbursements rather than advance payments;
- C. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- D. Require additional, more detailed financial reports;
- E. Require additional project monitoring;
- F. Requiring ENGINEER to obtain technical or management assistance; or
- G. Establish additional prior approvals.
- H. Take other remedies that may be legally available.

19. PREVAILING WAGE.

If this Agreement meets the requirements under U.S. Treasury’s FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Subrecipients and contractors may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act.

State of California Prevailing Wage Laws shall apply to these Funds, and ENGINEER shall comply with State of California Prevailing Wage Laws in connection with this Agreement.

20. COPELAND ACT.

The ENGINEER 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. ENGINEER 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.

21. CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION.

- A. Overtime requirements. No ENGINEER or subcontractor employing laborers or mechanics shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- B. Violation; liability for unpaid wages; liquidated damages. The responsible ENGINEER and subcontractor are liable for unpaid wages if they violate the terms in paragraph A. of this clause. In addition, the ENGINEER and subcontractor are liable for liquidated damages payable to the Government. The COUNTY will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required 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. The COUNTY will withhold from payments due under the contract sufficient funds required to satisfy any ENGINEER or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy ENGINEER or subcontractor liabilities, the COUNTY will withhold payments from other Federal or Federally assisted contracts held by the same ENGINEER that are subject to the Contract Work Hours and Safety Standards statute.
- D. Payrolls and basic records.
 - i. The ENGINEER 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.
 - ii. The ENGINEER 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 ENGINEER 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. The ENGINEER shall insert the provisions set forth in paragraphs A. through D. of this clause in subcontracts may require or involve the employment of laborers and mechanics and require subcontractor to include these provisions in any such lower-tier subcontracts. The ENGINEER shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs "A" through "D" of this clause.

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

22. HATCH ACT.

ENGINEER agrees to comply, as applicable, with the requirements of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7234-7238), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

23. FALSE STATEMENTS.

ENGINEER understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

24. PUBLICATIONS.

Any publications produced with funds from this Agreement must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRP5502 awarded to the County of Santa Barbara by the U.S. Department of the Treasury."

25. DEBTS OWED TO THE FEDERAL GOVERNMENT.

- A. Any funds paid to ENGINEER (1) in excess of the amount to which ENGINEER is finally determined to be authorized to retain under the terms of this subaward; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to Sections 603(e) of the Act and have not been repaid by ENGINEER shall constitute a debt to the federal government.
- B. Any debts determined to be owed the federal government must be paid promptly by ENGINEER. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the ENGINEER knowingly or improperly retains funds that are a debt described in subsection A. above. Treasury will take any actions available to it to collect such a debt.
- C. If Treasury demands reimbursement from COUNTY for COUNTY's payments to ENGINEER due to ENGINEER's failure to comply with the terms of a notice of award of Funds, this Agreement, the SLFRF Requirements, or any other Applicable Law(s), ENGINEER shall fully and completely reimburse COUNTY in the total amount of all such disallowed payments. This provision shall survive the termination or expiration of this Agreement.

26. DISCLAIMER.

- A. The United States and COUNTY expressly disclaim any and all responsibility or liability to ENGINEER or third persons for the actions of the ENGINEER or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of this Agreement or any contract or subcontract under this award.

- B. The acceptance of this subaward by ENGINEER does not in any way establish an agency relationship between the United States and ENGINEER.

27. PROTECTION FOR WHISTLEBLOWERS.

A. In accordance with 41 U.S.C. Section 4712, ENGINEER may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

i. The list of persons and entities referenced in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A Treasury employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of ENGINEER, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

ii. ENGINEER shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

28. INCREASING SEAT BELT USE IN THE UNITED STATES.

Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), ENGINEER should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

29. REDUCING TEXT MESSAGING WHILE DRIVING.

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), ENGINEER should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and ENGINEER should establish workplace safety policies to decrease accidents caused by distracted drivers.

30. 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>, ENGINEER shall comply with the requirements of Title 2, Code of Federal Regulations, Part 200, which are hereby incorporated by reference in this Agreement.

31. TABLE 1: FEDERAL AWARD INFORMATION: COUNTY.

The following Federal Award Information is provided in accordance with 2 CFR section 200.332.

Federal Award Identification		
1	ENGINEER Name	Carollo Engineers, Inc.
2	Place of Performance (address, city, state, zip)	3150 Bristol Street, Suite 500 Costa Mesa, CA 92626
3	ENGINEER Contact (email)	gigjuby@carollo.com
4	ENGINEER Unique Entity Number (UEI Number)	N/A
5	Federal Award Identification Number (FAIN)	SLFRP5502
6	Federal Award Date	September 2021
7	Period of Performance & Budget Period- Start Date	August 22, 2023
8	Period of Performance & Budget Period- End Date	June 30, 2024
9	Federal Award Project Description	Indirect Potable Reuse Engineering
10	Federal Awarding Agency	Department of the Treasury
11	Pass-Through Entity	County of Santa Barbara
12	Contact Information for Awarding Official of Pass-Through Entity	Mona Miyasato, County Executive Officer, (805) 568-3400
13	CFDA Number	21.027
14	CFDA Name	Coronavirus State and Local Fiscal Recovery Funds
15	Is the ENGINEER Registered on SAM.gov (Yes/No)	No
16	If not registered on SAM.gov (Question #24) did the ENGINEER receive 80% or more of its annual gross revenue from federal funds in the preceding fiscal year (Yes/No)	No
17	If not registered on SAM.gov (Question #24) did the ENGINEER receive \$25 million or more of its annual gross revenue from federal funds in the preceding fiscal year (Yes/No)	No

Attachment A

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

(Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (As Amended))

The undersigned ENGINEER 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 contractors 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.

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

DocuSigned by:

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7/19/2023 | 2:30 PM PDT

Signature of ENGINEER's Authorized Official

Date

Graham JG Juby VP

Name and Title of ENGINEER's Authorized Official