

## **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 Bret McNulty with an address at 5951 Encina Road, Suite 104, Goleta, California 93117 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

### **1. DESIGNATED REPRESENTATIVE**

Morgan Jones at phone number (805) 568-3059 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Brett McNulty at phone number (805) 928-7907 x187 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party. The designated representative may also be referred to herein as the "Contract Administrator".

### **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: Morgan Jones, 123 E. Anapmu Street, Santa Barbara, CA 93101, FAX: (805) 884-8081, mmjones@cosbpw.net

To CONTRACTOR: Recon Inc., Bret McNulty, 5951 Encina Road, Suite 104, Goleta, 93117, bmcnulty@reconenvironmental.com

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

### **3. SCOPE OF SERVICES**

CONTRACTOR agrees to provide services to COUNTY in accordance with EXHIBIT A attached hereto and incorporated herein by reference.

### **4. PERFORMANCE PERIOD**

A. This contract shall go into effect on July 18, 2016, contingent upon approval by COUNTY, and CONTRACTOR shall commence work after notification to proceed by COUNTY'S Contract Administrator. The contract shall end on December 30, 2022, unless extended by contract amendment or unless earlier terminated.

B. CONTRACTOR is advised that any recommendation for contract award is not binding on COUNTY until the contract is fully executed and approved by COUNTY.

**5. COMPENSATION OF CONTRACTOR**

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

**6. FEDERAL AND STATE PREVAILING WAGE RATES**

A. The State of California's General Prevailing Wage Rates are not applicable to this contract.

**7. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

A. CONTRACTOR agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the allowable cost(s) of individual items.

B. CONTRACTOR also agrees to comply with federal procedures in accordance with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super or Omni Circular)

C. Any costs for which payment has been made to CONTRACTOR that are determined by subsequent audit to be unallowable under applicable Federal Regulations, are subject to repayment by CONTRACTOR to COUNTY.

D. All subcontracts in excess of \$25,000 shall contain the above provisions.

**8. 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.

**9. 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.

#### **10. SUBCONTRACTING**

A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any subcontractor(s), and no subcontract shall relieve CONTRACTOR of its responsibilities and obligations hereunder. CONTRACTOR agrees to be as fully responsible to COUNTY for the acts and omissions of its subcontractor(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONTRACTOR. CONTRACTOR's obligation to pay its subcontractor(s) is an independent obligation from COUNTY'S obligation to make payments to the CONTRACTOR.

B. CONTRACTOR shall perform the work contemplated with resources available within its own organization and no portion of the work pertinent to this contract shall be subcontracted without written authorization by COUNTY's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.

C. CONTRACTOR shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to CONTRACTOR by COUNTY.

D. Any subcontract in excess of \$25,000 entered into as a result of this contract shall contain all the provisions stipulated in this contract to be applicable to subcontractors.

E. Any substitution of subcontractor(s) must be approved in writing by COUNTY's Contract Administrator prior to the start of work by the subcontractor(s).

#### **11. EQUIPMENT PURCHASES**

A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONTRACTOR enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONTRACTOR services. CONTRACTOR shall provide an evaluation of the necessity or desirability of incurring such costs.

B. For purchase of any item, service or consulting work not covered in CONTRACTOR's Cost Proposal and exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.

Any equipment purchase as a result of this contract is subject to the following: "CONTRACTOR shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONTRACTOR may either keep the equipment and credit COUNTY in an amount equal to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If CONTRACTOR elects to keep the equipment, fair market value shall be determined at CONTRACTOR's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by COUNTY and CONTRACTOR, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY."

C. All subcontracts in excess \$25,000 shall contain the above provisions.

## **12. DEBARMENT AND SUSPENSION**

A. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that CONTRACTOR has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to COUNTY.

B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONTRACTOR responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.

C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal Highway Administration.

D. CONTRACTOR's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, which certifies that CONTRACTOR or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility for participation in any state or local government agency contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

## **13. 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.

## **14. CONFLICT OF INTEREST**

A. CONTRACTOR shall disclose in writing any financial, business, or other relationship with COUNTY that may have an impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONTRACTOR shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing COUNTY construction project, which will follow.

B. CONTRACTOR hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.

C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.

#### **15. 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.

#### **16. 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.

#### **17. 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.

#### **18. RETENTION OF RECORDS/AUDIT**

For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONTRACTOR, subcontractors, and COUNTY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books,

records, and documents of CONTRACTOR and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

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.

#### **19. AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Deputy Director - Finance and Administration for Public Works.

B. Not later than 30 days after issuance of the final audit report, CONTRACTOR may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONTRACTOR from full and timely performance, in accordance with the terms of this contract.

D. CONTRACTOR and subcontractor contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONTRACTOR'S responsibility to ensure federal, state, or local government officials are allowed full access to the CPA'S work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONTRACTOR and approved by COUNTY contract manager to conform to the audit or review recommendations. CONTRACTOR agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONTRACTOR to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

#### **20. INDEMNIFICATION AND INSURANCE**

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

#### **21. 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. STATEMENT OF COMPLIANCE:

1. CONTRACTOR'S signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONTRACTOR has, unless exempt, complied

with, the nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

2. During the performance of this Contract, CONTRACTOR and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. CONTRACTOR and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

3. The CONTRACTOR shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

4. The CONTRACTOR, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

## **22. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

CONTRACTOR warrants that this contract was not obtained or secured through rebates, kickbacks or other unlawful consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

## **23. PROHIBITION OF EXPENDING COUNTY, STATE OR FEDERAL FUNDS FOR LOBBYING**

A. CONTRACTOR certifies to the best of his or her knowledge and belief that:

1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any state or 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 federal 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; CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

B. 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 Section 1352, Title 31, U.S. Code. 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.

C. CONTRACTOR also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

#### **24. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.**

CONTRACTOR shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and pursuant to the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The CONTRACTOR shall promptly disclose, in writing, to the COUNTY office, to the Federal Awarding Agency, and to the Regional Office of the Environmental Protection Agency (EPA), whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of the Clean Air Act (42 U.S.C. 7401-7671q.) or the Federal Water Pollution Control Act (33 U.S.C. 1251-1387).

#### **25. PROCUREMENT OF RECOVERED MATERIALS**

CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **26. 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.

#### **27. NON-ASSIGNMENT**

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



## **28. TERMINATION**

A. COUNTY reserves the right to terminate this contract for convenience upon thirty (30) calendar days written notice to CONTRACTOR with the reasons for termination stated in the 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.

B. COUNTY may terminate this contract with CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract with CONTRACTOR, COUNTY shall pay CONTRACTOR the sum due to CONTRACTOR under this contract prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONTRACTOR under this contract and the balance, if any, shall be paid to CONTRACTOR upon demand.

C. 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.

D. The maximum amount for which the COUNTY shall be liable if this contract is terminated is \$-dollars.

E. 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. 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.

## **29. 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.

## **30. 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.

## **31. 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.

**32. TIME IS OF THE ESSENCE**

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

**33. 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.

**34. 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.

**35. 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.

**36. 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.

**37. 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.

**38. 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.

**39. 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.

**40. 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.

**41. 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.

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Agreement for Services of Independent Contractor between the **County of Santa Barbara** and Recon Inc.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Clerk of the Board

**COUNTY OF SANTA BARBARA:**

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair, Board of Supervisors

Date: \_\_\_\_\_

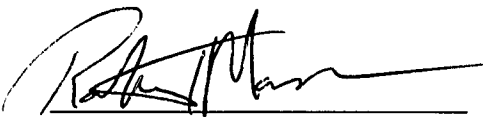
**RECOMMENDED FOR APPROVAL:**

Public Works

**CONTRACTOR:**

Recon Inc.

By: \_\_\_\_\_  
Director of Public Works

By:   
Authorized Representative

Name: Robert T. MacAller

Title: President

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Robert W. Geis, CPA  
Auditor-Controller

By: \_\_\_\_\_  
Deputy County Counsel

By: \_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**

Risk Management

By: \_\_\_\_\_  
Risk Management

**EXHIBIT A**

**STATEMENT OF WORK**

Bret McNulty. shall be the individual(s) personally responsible for providing all services hereunder. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY's designated representative.

**Suspension for Convenience.** COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 365 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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# RECON

*An Employee-Owned Company*

May 26, 2016

Mr. Morgan Jones, Senior Environmental Planner  
Santa Barbara County Public Works Department  
Transportation Division  
123 East Anapamu Street  
Santa Barbara, CA 93101

Reference: Goleta Beach County Park Bridge Replacement: Habitat Mitigation Monitoring Plan Implementation and Reporting, County Project No. 862319, Federal Project No. BRLO-5951(120) - **REVISED COST AND SCOPE (RECON No. P8344)**

Dear Mr. Jones:

RECON Environmental, Inc. (RECON) is pleased to submit our revised cost and scope to provide habitat restoration services for the County of Santa Barbara – Transportation Division for the Goleta Beach County Park Bridge Replacement Project. The cost and assumptions contained here supersede the cost and scope submitted by RECON on May 20, 2016. The following exceptions are included with submittal of this revised cost and scope:

1. Hydroseeding is to be provided by others.
2. A point of connection, water meter, and the costs associated with water use to be provided by the County of Santa Barbara.

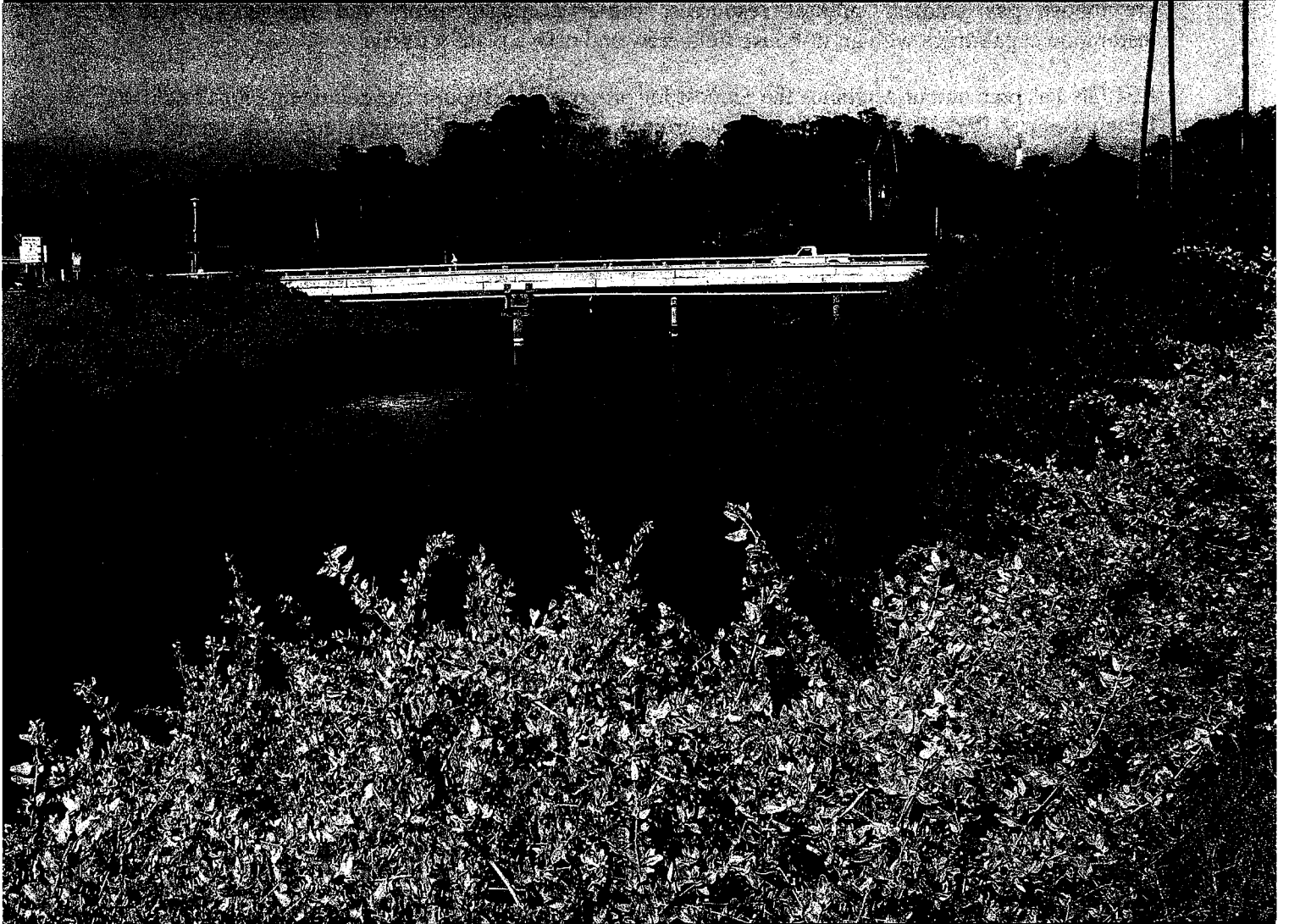
All other scope items will be performed as described in the Request for Proposal.

The cost to perform all work is \$149,867.48. Our proposal remains effective for a period of 60 days. As President of RECON, I am authorized to represent and commit the firm. We thank you for consideration of our proposal and welcome hearing from you with any questions you may have.

Sincerely,



Robert MacAller  
President



## PROPOSAL

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Goleta Beach County Park Bridge Replacement Habitat  
Mitigation Monitoring Plan Implementation and Reporting

*Prepared for*

County of Santa Barbara Department of Public Works

May 26, 2016

## 1.0 Introduction

RECON Environmental, Inc. (RECON) is an employee-owned environmental consulting firm based in California and founded in 1972. Our corporate headquarters is in San Diego with branch offices in Santa Maria, Goleta, and Berkeley California, and Tucson, Arizona. RECON's services include environmental planning and permitting, CEQA/NEPA compliance, biological studies, air, noise, greenhouse gas studies, cultural resources, preserve management, and full-service habitat restoration capabilities with an in-house field crew and native plant nursery.

RECON has read and understands the request for proposal and supporting documents for the Goleta Beach County Park Bridge Replacement project. The Habitat Mitigation and Monitoring Plan (HMMP) includes a comprehensive methodology for the restoration and enhancement of coastal bluff scrub and coastal salt marsh habitats. RECON is very qualified and experienced in performing restoration services for both these habitat types and has the in-house capabilities to perform all tasks including seed collection and plant salvaging, propagating nursery stock, implementation, and five years of maintenance, monitoring, and reporting. By having full authority and control of all of these tasks, RECON has the ability to meet the demands of this project and allocate resources internally to ensure the project remains on schedule for successful completion.

## 2.0 Qualifications

Legal Name and Address:	RECON Environmental, Inc. (RECON) 1927 Fifth Avenue, San Diego, CA 92101
Contact :	Mr. Peter Tomsovic, Principal (619) 308-9333 ext. 128; Fax: (619) 308-9334 ptomsovic@reconenvironmental.com
Website:	<a href="http://www.recon-us.com">http://www.recon-us.com</a>
License Number:	California C27 Landscape Contractor License #986458
DIR Registration:	1000004306
Federal TIN:	953121299
California Office Locations:	5951 Encina Road, Suite 104, Goleta, CA 93117 2027 Preisker Lane, Suite G, Santa Maria, CA 93454 2150 Allston Way, Berkeley, CA 94704 1927 Fifth Avenue, San Diego, CA 92101

### Firm History

RECON is a California corporation founded in San Diego in 1972 and has provided environmental consulting services throughout California and the Southwest for 44 years. In 1989, a branch office was opened in Tucson, Arizona. In 2010, with central California projects in process, RECON opened a branch office in Santa Maria to supplement our existing offices in San Diego and Tucson. In 2014, RECON opened its Central Coast office in Goleta. RECON's project team will be based in our Central Coast office. This will ensure that staff is readily available to meet with and assist County staff should any project-related needs arise.



## Organizational Structure

RECON became an employee-owned California corporation in 2010. We operate under the oversight of a Board of Directors and are organized by multiple client-based team each lead by a Principal of the firm. In addition to our full-service Restoration, Federal, Agency and Private Teams, the firm is supported by Marketing/Sales, Corporate and Finance Teams. We employ 150 professional and support staff in four California offices.

## Firm Capabilities

RECON's award-winning habitat restoration team specializes in the planning, implementation, and monitoring of habitat restoration sites in compliance with mitigation requirements. We have successfully developed and implemented numerous large-scale revegetation and mitigation plans for a variety of natural communities in southern and central California. RECON is a leader in developing and applying innovative techniques for native plant propagation and maintenance to ensure successful achievement of mitigation requirements. Through our large and highly qualified restoration team of experienced restoration biologists, field crew maintenance workers, and native plant nursery, we have the ability to control all aspects of the restoration process—from seed collection and site preparation to plant propagation, planting, and long-term weed control—in house.

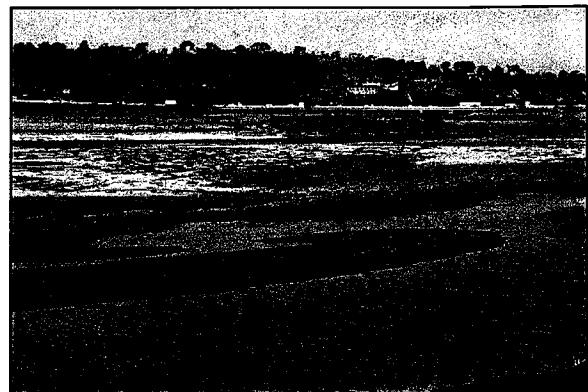
RECON has a highly regarded and regionally recognized ecosystem restoration team with a successful approach to ecosystem restoration. This includes a full range of ecological restoration services, from preparing a restoration/revegetation plan to evaluating reference sites, developing preliminary and final design plans, preparing cost estimates, contract plant growing, seed collection, plant salvage, grading and contouring, irrigation supporting plant establishment, plant and seed installation, weed maintenance, erosion control, and success monitoring. RECON maintains a C-27 contracting license, as well as State of California Pest Control Business License with several licensed Qualified Applicators (QAL).

RECON's field crew is highly trained in the implementation and maintenance of habitat restoration projects for ecologically sensitive environments throughout California including salt marsh habitats and coastal scrub uplands. Our expertise comes from understanding the revegetation process from conceptual design to final sign-off. Unlike most companies who provide planning support but do not implement plans, RECON draws on our first-hand knowledge of how a plan can be implemented and incorporates that real-world focus into every habitat restoration project. The end result is a successful project from beginning to end.

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<i>Firm Capabilities</i>
✓ <i>Restoration planning and design</i>
✓ <i>Site selection</i>
✓ <i>Native seed collection</i>
✓ <i>Tree and plant propagation</i>
✓ <i>Plant translocation</i>
✓ <i>Plant salvage</i>
✓ <i>Pest control</i>
✓ <i>Invasive plant species control</i>
✓ <i>Erosion control</i>
✓ <i>SWPPP compliance</i>
✓ <i>Irrigation design and implementation</i>
✓ <i>Site maintenance</i>
✓ <i>Long-term biological monitoring</i>
✓ <i>Mitigation compliance</i>
✓ <i>Adaptive management</i>

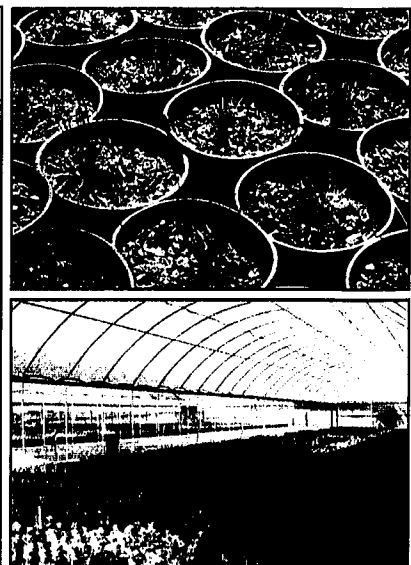
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## RECON Native Plants

RECON owns and operates a 30-acre native plant nursery—RECON Native Plants, Inc. (RNP)—in south San Diego County. RNP produces approximately 310 native species. At the nursery's present size, the capacity for plant production is over one million individual plants per year (including bed grown plants for bare-rooting). RNP provides high volumes of plant materials at competitive prices and is the sole producer of many native species within the region. RNP's nursery facilities include timed irrigation systems, shade structures, and greenhouses. RECON grows project-specific plants and has an inventory of plants grown from throughout the southwestern United States and northern Baja California. All plants in stock are segregated by seed collection region and are labeled to maintain genetic integrity. Highlights of our nursery facilities include:

- ◆ 30-acre nursery facility located in an ideal climatic area with little temperature variation during the year
- ◆ Storage and plant propagation areas, shade houses, greenhouses, and open fields
- ◆ Full-time horticultural staff
- ◆ Production of approximately 310 native species
- ◆ Production of over 1,000,000 plants annually
- ◆ Container stock grown in salvaged topsoil to ensure mycorrhizal inoculation
- ◆ Temperature and photo-period controlled growing areas



## 2.1 Representative Projects

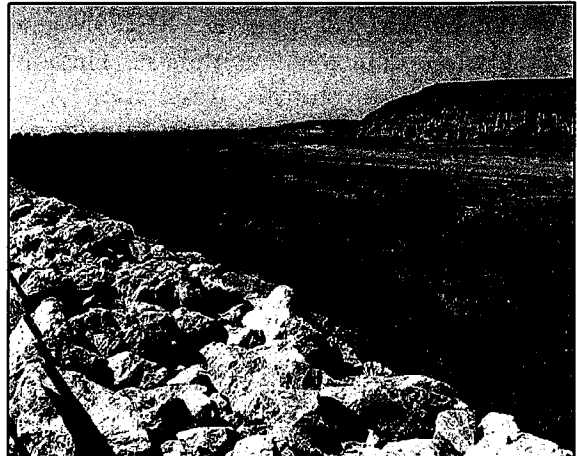
The following projects represent a wide breadth of RECON's capabilities. The components of these projects are similar to the challenges and opportunities that we anticipate encountering while implementing and maintaining the Goleta Beach County Park Bridge Replacement restoration project. These projects highlight our understanding of the proposed project components and how we have successfully met regulatory guidelines as well as mitigation goals for our clients.

### Santa Maria River Levee Restoration Project

<i>Client Reference</i>	<i>Project Location</i>
<i>Naeem Siddiqui, Biologist/Environmental Resources Coordinator U.S. Army Corps of Engineers, Los Angeles District 915 Wilshire Blvd., Los Angeles, CA 90017 Phone (213) 452-3852; Fax (213) 452-4219 Naeem.A.Siddiqui@usace.army.mil</i>	<i>Santa Barbara County, CA</i>

This 85-acre restoration project is to mitigate for the temporary disturbance of riverine habitat during the U.S. Army Corps of Engineers' \$40 million Santa Maria River Levee Improvement Project construction that began in 2009 to strengthen nearly seven miles of levee in Santa Barbara County. To compensate for unavoidable temporary and permanent impacts, RECON was awarded a contract to conduct habitat restoration services on areas temporarily impacted.

RECON reviewed the Final Environmental Assessment (EA) and Mitigation Monitoring Plan to obtain information related to the type of vegetation that existed prior to project implementation. RECON then prepared a Restoration Plan that describes how restoration would be performed from implementation through completion of the restoration project, including site preparation, plant and seed palette, planting and seeding methods, monitoring methods and success criteria, and reporting requirements. Upon approval, the plan was implemented to mitigate for impacts to native habitats that resulted from the levee improvement project within Reaches I, II, and III of the Santa Maria River levee.



## San Dieguito Lagoon Coastal Wetlands Restoration

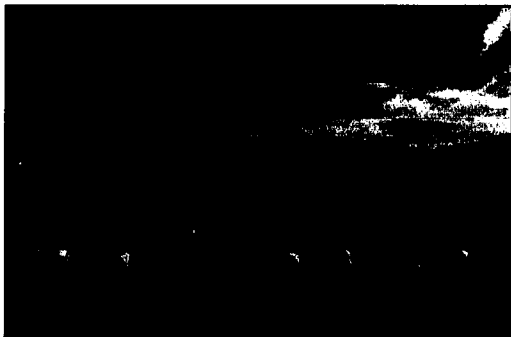
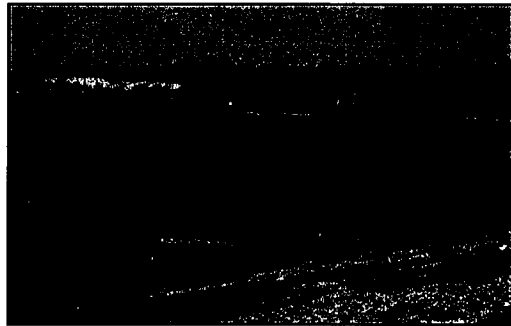
<i>Client Reference</i>	<i>Project Location</i>
<i>Patrick Tennant, Manager Southern California Edison (626) 302-3066; Patrick.Tennant@sce.com</i>	<i>San Diego, CA</i>

As mitigation for impacts caused by the construction and operation of the San Onofre Nuclear Generating Station (SONGS) Units 2 and 3 located in the San Dieguito River Valley of coastal San Diego, the California Coastal Commission (CCC) required Southern California Edison (SCE) to restore 150 acres of coastal wetland habitat.

This large-scale project was phased over six years and included developing test plots and methods to monitor project success. RECON established a test plot to study new restoration methods that would yield the greatest results. This new approach was implemented and involved the planting of over 350,000 container plants that were grown from locally collected seed and 20,000 cordgrass transplants. The container plants were germinated and grown outdoors and under full sun so they would adapt to the harsh tidal marsh growing conditions. The cordgrass transplants were salvaged locally and planted within 24 hours. Planting included the introduction of six species of coastal salt marsh plants.

Following project grading, RECON commenced the restoration implementation phase. This involved topsoil salvaging and storage, restoration site preparation, development of a salvage and translocation plan, seed collection, plant propagation, planting, and plant establishment.

Within four months following initial planting, the planted wetland areas showed signs of vigorous growth and achieved approximately 50 percent cover with no invasive weeds present. By mid-2008, sensitive bird species had already been observed foraging within the created habitat, a milestone that wasn't expected to be achieved for at least two years. As a result of the project's success and overwhelming public appreciation, the project received a prestigious Orchid Award from the San Diego Architectural Foundation in 2010. The cordgrass was salvaged and planted in 2011 and has established beyond expectations throughout San Dieguito Lagoon.



## Hallmark West Mitigation Site Salt Marsh Restoration

<i>Client Reference</i>	<i>Project Location</i>
<i>Susan Scatolini, District Biologist State of California Department of Transportation 4050 Taylor Street MS 242 San Diego, CA 92110 susan.scatolini@dot.ca.gov</i>	<i>Carlsbad, CA</i>

RECON is working with Caltrans to restore salt marsh and associated uplands habitat at the Hallmark West project site located in Agua Hedionda Lagoon in Carlsbad. When completed, the Hallmark West Mitigation Site will re-establish 4 acres of tidal salt marsh, rehabilitate 0.79 acres of salt marsh, restore 0.33 acres of riparian habitat, and restore 1.97 acres of coastal sage scrub. As part of this project, RECON is salvaging various salt marsh species from within impacted areas, collecting seed and propagating plants which will eventually be planted within the restored habitat types. RECON is closely coordinating the restoration efforts with Caltrans and the grading contractor.



## Sunrise Powerlink HMMP Implementation

<i>Client Reference</i>	<i>Project Location</i>
<i>Mark Doalson San Diego Gas &amp; Electric - Sunrise Powerlink 1010 Tavern Road, MS SD1116, Alpine, CA 91901 (858) 503-5010; mdoalson@semprautilities.com</i>	<i>San Diego and Imperial Counties, CA</i>

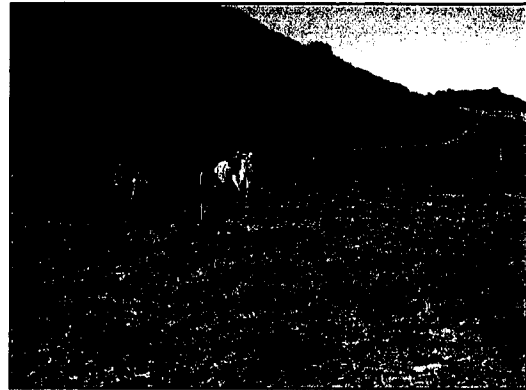
RECON is providing implementation of restoration and enhancement measures identified in the project's Final Habitat Mitigation and Monitoring Plan (HMMP). Services include installation, maintenance, monitoring, and reporting tasks as well as special status species surveys as necessary on five separate mitigation sites. These five sites were chosen to mitigate for permanent impacts to wetlands and non-wetlands waters associated with San Diego Gas & Electric's construction of the Sunrise Powerlink Project. This project is currently in year 4 of a five-year maintenance and monitoring period. Implementation activities included weed removal of target non-native invasive plant species, grading to achieve proper hydrology in wetland areas, revegetation of native habitat through planting and seeding, monitoring, coordination with various regulatory agencies, and providing recommendations and adaptive management strategies to achieve project success. A major component of the project includes preparation of comprehensive annual reports encompassing all HMMP sites and documenting compliance with numerous federal and state agency permit obligations.



## Cactus Wren Habitat Restoration Project, Santa Monica Mountains National Recreation Area

<i>Client Reference</i>	<i>Project Location</i>
<i>Irina C. Irvine, PhD, Restoration Ecologist Santa Monica Mountains National Recreation Area 401 W. Hillcrest Drive, Thousand Oaks, CA 91360 (805) 370-2370; irina_irvine@nps.gov</i>	<i>Ventura County, CA</i>

RECON designed and is currently implementing a restoration program for the creation of a 22-acre native coastal cactus wren habitat complex in the Santa Monica Mountains National Recreation Area in Newbury Park, California. RECON's work consists of a design/build restoration plan included in the restoration approach, site preparation techniques, planting species/density list, seeding species/quantities list, plant establishment period maintenance and monitoring requirements, two-year maintenance and monitoring goals, success criteria, and reporting schedule. Tasks include project implementation, site preparation, invasive species control, propagating and installing native vegetation, and ongoing maintenance and monitoring.



## Hanson Sisquoc Plant Erosion Control and Plant Restoration

<i>Client Reference</i>	<i>Project Location</i>
<i>Steve Zacks, Environmental Manager Lehigh Hanson Aggregates – West Region 5325 Foxen Canyon Road, Santa Maria, CA 93454 (805) 934-4931, Steve.Zacks@Hanson.com</i>	<i>Santa Barbara County, CA</i>



RECON is managing landscape and habitat restoration services for Hanson Mining facilities in Sisquoc, California. The project is to provide native landscape screening and create habitat by installation of native plant material along the mine road periphery. Tasks under this contract include designing and implementing one linear mile of screening and several acres of erosion control planting, including installation of a temporary irrigation system and native tree/plant material habitat for sensitive species and visual aesthetics. RECON has installed and is maintaining landscape screening around the perimeter of Hanson mine site and has begun

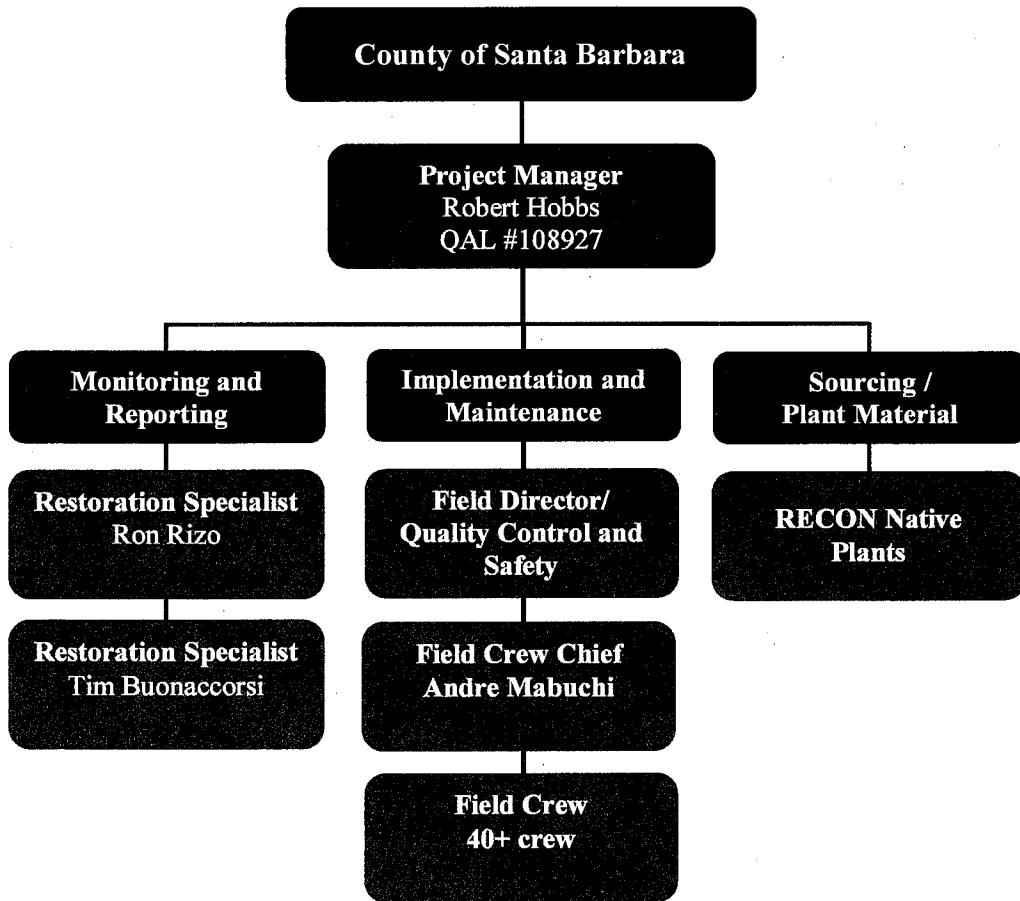
revegetating steep-mined slopes and basins within the facility. Continuing work includes long-term maintenance/monitoring and reporting.

### 3.0 Key Personnel

RECON’s key staff members for this project have been hand selected for their history of restoration project experience and local knowledge of the Santa Barbara and the Central California Coast region. Mr. Robert Hobbs is a senior restoration biologist and Central Coast Office Manager with direct experience working in Santa Barbara County. Mr. Ron Rizo and Mr. Tim Buonaccorsi are both experienced restoration ecologists with local expertise in restoration project management, restoration implementation and successfully completing five-year restoration projects. Their proactive approach to restoration implementation has allowed their restoration projects to achieve final success criteria years before the maintenance period has ended. The staff selected for this project has a deep understanding of the unique characteristics that coastal ecosystems possess and the restoration/revegetation opportunities that are possible within these settings.

The key personnel proposed for this project are committed and available for the duration of the project. Although not anticipated, any changes in the composition of the RECON team will be promptly communicated to the County. RECON will replace a team member with an equally trained and knowledgeable member of the staff upon approval by the County.

The organization and lines of communication between the management and field crew is illustrated in the project organization chart.



## Robert Hobbs, Project Manager

- 14 years of experience
- International Society of Arborist–Certified Arborist
- Master of Planning, Concentration in Environmental Planning
- California Department of Fish and Wildlife (CDFW) Scientific Collecting Permit
- California Qualified Applicator License
- U.S. Fish and Wildlife Service (USFWS) Permit TE-797665 for Vernal Pool and Upland Plants

Mr. Hobbs has 14 years of biological, environmental, and natural resource management experience in California, Nevada, and Hawaii. He has extensive experience in management of projects focusing on ecological restoration, construction management, mitigation planning/design, habitat assessment, and soil/groundwater analysis. His expertise includes developing and implementing restoration plans for large-scale native plant communities. He has specific experience in the Central Coast region on the Tajiguas Landfill and Baron Ranch mitigation site for which he assisted in the development of the large-scale mitigation plan for impacts associated with the landfill and was involved with the creation and implementation of red-legged frog habitat on Baron Ranch. He recently managed the habitat restoration of the Santa Maria River Levee Project for the U.S. Army Corps of Engineers, which entailed the restoration of approximately 100 acres of jurisdictional waters of the U.S. in support of levee remodification. Tasks included a habitat restoration plan, collection of native seed material, creation of an on-site plant nursery, installation of over 100,000 container plants, non-native species control, irrigation, and hydroseeding, and overseeing long-term maintenance/monitoring. Mr. Hobbs is currently managing the habitat restoration services in support of the Hanson Mining facilities and the Refugio Oil Spill Restoration Project in Santa Barbara, and is a manager on the Sunrise Powerlink HMMP Implementation project in San Diego County.

## Ron Rizo, Restoration Specialist

- 11 years of experience
- B.S., Biological Sciences, emphasis in Ecology
- Soil Ecology and Restoration Group - native seed collection and propagation and habitat restoration techniques training
- SDG&E wildland compliant and environmental awareness training

Mr. Rizo is a restoration biologist with 11 years of experience in restoration ecology. He has extensive experience in field biology and habitat restoration and provides oversight to the field crews and field crew chiefs. As a biologist, he has worked on several projects ranging from biological identification surveys to habitat restoration management. Additionally, he has compiled accurate field documentation for analysis and technical report production. His recent work includes restoration implementation and maintenance projects for U.S. Customs and Border Protection, County of Los Angeles, San Diego Gas & Electric and Caltrans. Mr. Rizo is fluent in Spanish and English and will facilitate communication between team members and crew as needed.

## Tim Buonaccorsi, Restoration Specialist/Seed Collector

- 7 years of experience
- Expertise in seed collection services
- B.S., Botany
- USFWS Permit TE797665-9 for vernal pool and upland plants
- Current California Invasive Plant Council Board of Directors



Mr. Buonaccorsi is a restoration biologist with extensive experience in mitigation and restoration planning, restoration implementation, and maintenance and monitoring in California. He has a thorough knowledge of plant biology and incorporates this knowledge when restoring sensitive habitats including vernal pools, oak woodland, coastal sage scrub, chaparral, desert, riparian woodlands, and native grasslands.

Mr. Buonaccorsi is highly trained in special techniques in seed collection as required by certain plants. He has extensive experience using *The Jepson Manual: Higher Plants of California* and is advanced in the use of dichotomous keys for plant identification. He plans collection, volumes, dates, and localities to ensure that required seed is collected when it is ready. He actively ensures the integrity of the seed by making certain that all seed is correctly labeled, dried, cleaned, scarified, and stored to ensure maximal germination. His repertoire includes the identification and timely collection of nearly 200 native species in the California region, some of which are rare or endangered.

## Andre Mabuchi, Field Crew Chief

- 17 years of experience
- Technology: Constructions, Design, and Management
- A.A., Environmental Horticulture
- Permaculture Design Course Certification, Permaculture Institute USA and Toby Hemenway

Mr. Mabuchi is an experienced landscape and habitat restoration specialist. He has over 17 years' experience working with California native plants, irrigation installation, and landscape design. He is well versed in integrated pest management and organic practices. He has an extensive horticultural knowledge of native and exotic species with an emphasis on the use of local materials. Mr. Mabuchi's responsibilities include overseeing all field crew operations, equipment maintenance and training, herbicide applications, and jobsite safety. He also assists in the on-site design and installation of large and complex irrigation systems and performs maintenance and repairs. He trains, supervises, and participates in a variety of herbicide treatment methods and is experienced in applying various formulations of herbicides specific to habitat restoration projects. Also, he receives annual training courses to improve existing application methods and learn new techniques. Current assignments include implementation and monitoring for the Sisquoc Plant project in Santa Barbara, the Tejon Ranch Conservancy in Kern County, and the Cactus Wren Habitat Restoration Project for the Santa Monica Mountains National Recreation Area in Ventura County.

## 4.0 Study Methodology/ Approach

Upon contract award, RECON will coordinate a kickoff meeting with the City of Santa Barbara staff to review each project tasks and overall schedule. A schedule for regular team meetings and progress reports will be discussed as well as any potential foreseen challenges that may inhibit project success. At this meeting, mitigation measures will be established to ensure project success is not compromised. At the kickoff meeting and throughout the entire project, the RECON project manager will maintain open lines of communications about project deliverables, milestones, and problems that may be encountered. Furthermore, RECON's experienced staff may offer cost saving alternatives or innovative measures throughout the construction project which may increase the success of the project over the long term. A description of each major task, as it is currently envisioned, is described below.

## 4.1 Plant Salvage, Seed Collection, and Plant Propagation

Beginning as early in the project as feasible, RECON seed collectors will endeavor to collect seed from species that are expected to be propagated for this project. RECON seed collectors are experienced in collecting source-identified seed as local to the restoration site as possible in order to maintain the genetic integrity of the ecosystem being restored. Sometimes this locality may be within feet of the restoration site or simply within the watershed. The seed collection locality will be discussed during the kickoff meeting.



Prior to construction implementation, RECON's restoration ecologist will identify plants that may be salvaged from within impacted areas and later transplanted to the restoration site. In addition to plant salvaging, locations where topsoil could be salvaged will be identified. Our experience has shown that topsoil salvaging and replacement onto restoration sites is very beneficial and final success criteria may be achieved sooner than a site without a topsoil treatment.

As soon as seeds are collected, RECON's nursery will propagate the plant materials needed for this project which will include up to 400 one-gallon coastal bluff scrub plants and 2,500 tree bands or liners for the coastal alt march habitats. Like all plants at RECON Native Plant Nursery, all propagated materials will be hardened off in full sunlight and tapered off regular watering prior to delivery for out planting. This approach has yielded plant materials that are hardier than conventionally grown container plants in nursery settings.

## 4.2 Southern Coastal Bluff Scrub Implementation

The southern coastal bluff scrub areas will be hydroseeded by the construction contractor at the completion of their construction activities. As RECON begins restoration work, the southern coastal bluff scrub restoration areas will be prepared by removing any unwanted weeds, trash, or materials that are not a part of restoration activities. Up to four hundred one-gallon container plants will be provided by RECON Native Plants and propagated from seed collected locally for this project. Planting techniques will follow typical horticultural practices by digging a planting hole twice the size of the container plant and then backfilling with clean fill material. Plants will be laid out in the field prior to planting in a randomized mosaic and approved by the restoration ecologist prior to planting. All plants will be watered thoroughly immediately following planting.



A supplemental irrigation system will be installed concurrent with planting. The irrigation system will be a drip style system using battery operated timers. The drip system will be installed above

grade with the intention of removing the system once container plants have become established. The Point of Connection (POC), water meter, and cost of water will be provided by the County of Santa Barbara while RECON will provide the materials and labor for irrigation system installation and operation until the plants are established. The restoration ecologist will coordinate closely with the County of Santa Barbara and the maintenance crew to adjust the irrigation schedule based on current weather patterns. The irrigation timing and frequency will encourage deep root growth by



establishing longer irrigation cycles at fewer frequencies. This will aid in the long term survivability of the planted container plants.

### 4.3 Southern Coastal Salt Marsh Implementation

Coastal salt marsh enhancement areas will be prepared by removing weeds, trash, and debris. The restoration ecologist will determine which of

these areas will be planted, and with which species, or left to recolonize with native salt marsh species on their own. Other coastal salt marsh restoration areas will be created through grading (performed by others). The restoration or creation areas will receive the full complement of planted salt marsh species.

RECON Native Plants will propagate up to 2,500 tree band (or equivalent) sized coastal salt marsh plants from seed collected locally. Additional plants that had been salvaged will also be transplanted back into the salt marsh habitat. Similar to the upland sites, coastal marsh plants will be planted using traditional horticultural techniques. It is not anticipated that a supplemental irrigation system is needed in these areas since the site will receive tidal inundation but a hose bib stub will be installed off the irrigation system so the site may be watered, if needed, by hose. Based on past experience, the plants installed in lower elevations will receive regular water through tidal inundation while the upper fringes may only become inundated once per month or less frequently. For this reason, some of the plants on these upper fringes may need supplemental water during the first few months in order to become established. In this case, water will be applied by maintenance crews by hand through a garden hose.



## 4.4 Five-Year Maintenance

Proper maintenance of a restoration site is often the difference between success and failure. With any soil disturbance, ensuing weed growth is often prolific and can out-compete native plants for space, light, and moisture. Furthermore, once weeds flower and set seed, the weed problem is often exacerbated the following year. With aggressive weed treatment early in a restoration project, the balance of plant growth may be tipped towards favoring native species.



RECON maintenance crews will be on a routine schedule of performing maintenance activities at a minimum of twice per month for the first 120 days, then one visit per month for the first year, every other month for Year 2, and then quarterly thereafter. Maintenance activities will include removing weeds through hand pulling or the use of minimal herbicides, trash and debris removal, maintenance and testing of the irrigation system, and performing any erosion control, if needed. RECON's field crews work exclusively on installing and maintaining habitat restoration projects and therefore, they have a deep understanding of maintenance needs.

## 4.5 Five-Year Monitoring and Reporting

Regular monitoring of a restoration project is necessary in order to detect changes and prescribe maintenance activities appropriately. If maintenance is left unchecked, small problems become larger issues and more costly to implement remedial actions. Therefore, RECON restoration ecologists will perform routine qualitative monitoring that shadows the maintenance schedule. Monitoring visits will consist of both qualitative and quantitative monitoring. Qualitative monitoring visits will monitor the general health of planted plants, soil moisture, weed growth, note any erosion concerns, and photograph the site from established photo points. Quantitative



monitoring will be conducted once annually and measure container plant survival, native vs. non-native cover, native plant density, and diversity. In addition, tidal monitoring will be conducted at least three times per year and will note the extent of soil saturation and both high and low tide indicators.

Annual reports will be prepared and submitted to the County of Santa Barbara and regulatory agencies no later than December 31<sup>st</sup> of each year. The annual reports will summarize all activities that occurred within the past year, describe qualitative observations and quantitative monitoring results

compared to expected success criteria, and suggest any remedial actions, if appropriate. Remedial actions may include, but are not limited to replanting or reseeding, increasing the frequency of irrigation, or measures that may improve the tidal flow regime. An as-built report will be prepared and submitted with the first annual report.

## 5.0 Hours Proposal

The breakdown of hours by task and year is provided in the table below along with the percentage of total hours by labor category.

Task Description	Implementation									Total Hours
	Principal	Analyst	GIS Specialist	Production Supervisor	Seed Collector	Field Director	Field Assistant	Field Crew Chief	Field Technician	
Meeting with Client	4	8	0	0	0	0	0	0	0	12
Site Assessment	4	4	0	0	0	0	0	0	0	8
Site Preparation	0	8	0	0	0	0	0	0	0	8
Plant Salvage	0	8	0	0	0	0	1	16	32	57
Seed Collection	0	0	0	0	40	0	0	0	0	40
Irrigation system	0	8	0	0	0	16	1.5	24	48	97.5
SCBS Plant Installation	0	8	0	0	0	0	1	16	32	57
Coastal Salt Marsh Planting	0	8	0	0	0	0	2	32	64	106
As-Built Report	1	20	4	2	0	0	0	0	0	27
<b>Total Hours</b>	<b>9</b>	<b>72</b>	<b>4</b>	<b>2</b>	<b>40</b>	<b>16</b>	<b>5.5</b>	<b>88</b>	<b>176</b>	<b>412.5</b>
<b>Year 1</b>										
Meeting with Client	0	16	0	0	0	0	0	0	0	16
Vegetation treatment/removal	0	0	0	0	0	0	6	48	96	150
Irrigation system	0	0	0	0	0	0	2	16	0	18
Qualitative Monitoring	0	96	0	0	0	0	0	0	0	96
Quantitative Monitoring	0	8	0	0	0	0	0	0	0	8
Progress Report	0	16	0	0	0	0	0	0	0	16
Annual Report	1	24	4	2	0	0	0	0	0	31
<b>Total Hours</b>	<b>1</b>	<b>160</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>64</b>	<b>96</b>	<b>335</b>
<b>Year 2</b>										
Meeting with Client	0	12	0	0	0	0	0	0	0	12
Vegetation treatment/removal	0	0	0	0	0	0	4	32	64	100
Irrigation system	0	0	0	0	0	0	1.5	12	0	13.5
Qualitative Monitoring	0	48	0	0	0	0	0	0	0	48
Quantitative Monitoring	0	8	0	0	0	0	0	0	0	8
Progress Report	0	16	0	0	0	0	0	0	0	16
Annual Report	1	24	4	2	0	0	0	0	0	31
<b>Total Hours</b>	<b>1</b>	<b>108</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>5.5</b>	<b>44</b>	<b>64</b>	<b>228.5</b>
<b>Year 3</b>										
Meeting with Client	0	10	0	0	0	0	0	0	0	10
Vegetation treatment/removal	0	0	0	0	0	0	3	24	48	75
Irrigation system	0	0	0	0	0	0	1	8	0	9
Qualitative Monitoring	0	36	0	0	0	0	0	0	0	36
Quantitative Monitoring	0	8	0	0	0	0	0	0	0	8
Progress Report	0	12	0	0	0	0	0	0	0	12
Annual Report	1	24	4	2	0	0	0	0	0	31
<b>Total Hours</b>	<b>1</b>	<b>90</b>	<b>4</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>32</b>	<b>48</b>	<b>181</b>
<b>Year 4</b>										
Meeting with Client	0	6	0	0	0	0	0	0	0	6
Vegetation treatment/removal	0	0	0	0	0	0	3	24	48	75
Qualitative Monitoring	0	16	0	0	0	0	0	0	0	16
Quantitative Monitoring	0	8	0	0	0	0	0	0	0	8
Progress Report	0	8	0	0	0	0	0	0	0	8
Annual Report	1	20	2	2	0	0	0	0	0	25
<b>Total Hours</b>	<b>1</b>	<b>58</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>24</b>	<b>48</b>	<b>138</b>
<b>Year 5</b>										
Meeting with Client	0	6	0	0	0	0	0	0	0	6
Vegetation treatment/removal	0	0	0	0	0	0	3	24	48	75
Qualitative Monitoring	0	16	0	0	0	0	0	0	0	16
Quantitative Monitoring	0	8	0	0	0	0	0	0	0	8
Progress Report	0	8	0	0	0	0	0	0	0	8
Annual Report	1	16	2	2	0	0	0	0	0	21
<b>Total Hours</b>	<b>1</b>	<b>54</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>24</b>	<b>48</b>	<b>134</b>
<b>Project Total</b>	<b>14.00</b>	<b>542.00</b>	<b>20.00</b>	<b>12.00</b>	<b>40.00</b>	<b>16.00</b>	<b>29.00</b>	<b>276.00</b>	<b>480.00</b>	<b>1,429.00</b>
<b>Percentage by Labor Category</b>	<b>1%</b>	<b>38%</b>	<b>1%</b>	<b>1%</b>	<b>3%</b>	<b>1%</b>	<b>2%</b>	<b>19%</b>	<b>34%</b>	

## 6.0 Schedule

The schedule provided below is an illustration of how work is anticipated to occur throughout implementation and the 5-year maintenance period. However, the schedule may fluctuate due to several factors including the bridge construction schedule, seasonal weather patterns, and the availability of seed and plant materials. Any changes to the schedule will be communicated to the point of contact at the County of Santa Barbara.

Anticipated Implementation and 5-Year Maintenance, Monitoring, and Reporting Schedule

Task	Implementation Year				Year 1				Year 2				Year 3				Year 4				Year 5			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
Meeting with Client	■																							
Site Assessment					■																			
Site Preparation																								
Plant Salvage and Propagation	■	■	■																					
Seed Collection																								
Irrigation system Installation																								
SCBS Plant Installation																								
Coastal Salt Marsh Planting																								
Vegetation treatment/removal																								
Irrigation system Maintenance																								
Qualitative Monitoring																								
Quantitative Monitoring																								
Annual Report																								
As-Built Report																								

## EXHIBIT B

### PAYMENT ARRANGEMENTS Specific Rates of Compensation

- A. CONTRACTOR will be reimbursed for hours worked at the hourly rates specified in CONTRACTOR's Cost Proposal, Attachment (Attachment Number 1). The specified hourly rates shall include direct salary costs, employee benefits, overhead, and fee. These rates are not adjustable for the performance period set forth in this Contract.
- B. In addition, CONTRACTOR will be reimbursed for incurred (actual) direct costs other than salary costs that are in the cost proposal and identified in the cost proposal and in the executed Task Order.
- C. Specific projects will be assigned to CONTRACTOR through issuance of Task Orders.
- D. After a project to be performed under this contract is identified by COUNTY, COUNTY will prepare a draft Task Order; less the cost estimate. A draft Task Order will identify the scope of services, expected results, project deliverables, period of performance, project schedule and will designate a COUNTY Project Coordinator. The draft Task Order will be delivered to CONTRACTOR for review. CONTRACTOR shall return the draft Task Order within ten (10) calendar days along with a Cost Estimate, including a written estimate of the number of hours and hourly rates per staff person, any anticipated reimbursable expenses, overhead, fee if any, and total dollar amount. After agreement has been reached on the negotiable items and total cost; the finalized Task Order shall be signed by both COUNTY and CONTRACTOR.
- E. Task Orders shall be negotiated for specific rates of compensation, which must be based on the labor and other rates set forth in CONTRACTOR's Cost Proposal.
- F. Reimbursement for transportation and subsistence costs shall not exceed the rates as specified in the approved Cost Proposal.
- G. When milestone cost estimates are included in the approved Cost Proposal, CONTRACTOR shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such estimate.
- H. Progress payments for each Task Order will be made monthly in arrears based on services provided and actual costs incurred.
- I. CONTRACTOR shall not commence performance of work or services until this contract has been approved by COUNTY, and notification to proceed has been issued by COUNTY's Contract Administrator. No payment will be made prior to approval or for any work performed prior to approval of this contract.
- J. A Task Order is of no force or effect until returned to COUNTY and signed by an authorized representative of COUNTY. No expenditures are authorized on a project and work shall not commence until a Task Order for that project has been executed by COUNTY.
- K. CONTRACTOR will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY'S Contract Administrator of itemized invoices. Separate invoices itemizing all costs are required for all work performed under each Task Order. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONTRACTOR is billing, or upon completion of the Task Order. Invoices shall

detail the work performed on each milestone, on each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number, project title and Task Order number. Credits due COUNTY that include any equipment purchased under the provisions of Section 11 Equipment Purchase of this contract, must be reimbursed by CONTRACTOR prior to the expiration or termination of this contract. Invoices shall be mailed to COUNTY's Contract Administrator at the following address:

Morgan Jones  
123 E. Anapmu Street, Santa Barbara, CA 93101

- L. The period of performance for Task Orders shall be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Contract.
- M. The total amount payable by COUNTY for an individual Task Order shall not exceed the amount agreed to in the Task Order, unless authorized by contract amendment.
- N. If the CONTRACTOR fails to satisfactorily complete a deliverable according to the schedule set forth in a Task Order, no payment will be made until the deliverable has been satisfactorily completed.
- O. Task Orders may not be used to amend this Agreement and may not exceed the scope of work under this Agreement.
- P. The total amount payable by COUNTY for all Task Orders resulting from this contract shall not exceed \$-. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract through Task Orders.
- Q. All subcontracts in excess of \$25,000 shall contain the above provisions.



## Exhibit C

### Indemnification and Insurance Requirements (For Design Professional Contracts)

#### INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR and its employees, subcontractors, or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the COUNTY.

#### NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

#### INSURANCE

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

A. **Minimum Scope of Insurance Coverage**  
shall be at least as broad as:

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

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by

the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

**B. Other Insurance Provisions**

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

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

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
  - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.



Goleta Beach County Park Bridge Replacement: Habitat Mitigation and Monitoring Plan Implementation and Reporting  
 County Project No. 862319, Federal Project No. BRLO-5951(120)

Cost Proposal

TASK	Imp.	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Meeting with Client	\$1,704.00	\$672.00	\$672.00	\$448.00	\$448.00	\$448.00	\$4,392.00
Site Assessment	\$1,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,256.00
Site Preparation	\$896.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$896.00
Plant Salvage	\$7,327.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$7,327.68
Seed Collection	\$5,309.73	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,309.73
Vegetation treatment/removal	\$0.00	\$13,183.36	\$9,937.52	\$9,937.52	\$6,691.68	\$6,691.68	\$46,441.75
Irrigation system	\$13,935.52	\$2,343.89	\$1,782.92	\$1,221.95	\$0.00	\$0.00	\$19,284.28
SCBS Plant Installation	\$10,311.68	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,311.68
Coastal Salt Marsh Planting	\$18,134.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$18,134.36
Qualitative Monitoring	\$0.00	\$4,480.00	\$3,584.00	\$2,688.00	\$1,792.00	\$1,792.00	\$14,336.00
Quantitative Monitoring	\$0.00	\$896.00	\$896.00	\$896.00	\$896.00	\$896.00	\$4,480.00
As-Built Report	\$2,966.00	\$0.00	\$0.00	\$0.00	\$896.00	\$896.00	\$4,758.00
Annual Report	\$0.00	\$3,414.00	\$2,427.00	\$2,427.00	\$2,336.00	\$2,336.00	\$12,940.00
							\$149,867.48*

\* Davis Bacon Wages

