

## AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

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

### 1. DESIGNATED REPRESENTATIVE

Matt Griffin at phone number (805) 884-8074 the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Jeffrey Zane at phone number (805) 644-2220 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

### 2. NOTICES

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: Mr. Thomas D. Fayram, Santa Barbara County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101  
To CONTRACTOR: Mr. Jeffrey Zane, Padre Associates, Inc., 1861 Knoll Drive, Ventura, CA 93003

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

### 3. SCOPE OF SERVICES

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

### 4. TERM

CONTRACTOR shall commence performance on **June 18, 2019** and end performance upon completion, but no later than **December 31, 2019** unless otherwise directed by COUNTY or unless earlier terminated.

### 5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to

the address given in Section 2 NOTICES above following completion of the increments identified on EXHIBIT B. Unless otherwise specified on EXHIBIT B, payment shall be net thirty (30) days from presentation of invoice.

#### 6. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

#### 7. STANDARD OF PERFORMANCE

CONTRACTOR represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, CONTRACTOR shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which CONTRACTOR is engaged. All products of whatsoever nature, which CONTRACTOR delivers to COUNTY pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CONTRACTOR shall correct or revise any errors or omissions, at COUNTY'S request without additional compensation. Permits and/or licenses shall be obtained and maintained by CONTRACTOR without additional compensation.

#### 8. DEBARMENT AND SUSPENSION

CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.

#### 9. TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

#### 10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed

(Co of SB Std Terms Ver 1-01-2014) Agreement Page 2



by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

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

COUNTY shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. CONTRACTOR shall not release any of such items to other parties except after prior written approval of COUNTY.

Unless otherwise specified in Exhibit A, CONTRACTOR hereby assigns to COUNTY all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by CONTRACTOR pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). COUNTY shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. CONTRACTOR agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. CONTRACTOR warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. CONTRACTOR at its own expense shall defend, indemnify, and hold harmless COUNTY against any claim that any Copyrightable Works or Inventions or other items provided by CONTRACTOR hereunder infringe upon intellectual or other proprietary rights of a third party, and CONTRACTOR shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by COUNTY in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

#### **12. NO PUBLICITY OR ENDORSEMENT**

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

#### **13. COUNTY PROPERTY AND INFORMATION**

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

#### **14. RECORDS, AUDIT, AND REVIEW**

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

California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

**15. INDEMNIFICATION AND INSURANCE**

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

**16. NONDISCRIMINATION**

COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

**17. NONEXCLUSIVE AGREEMENT**

CONTRACTOR understands that this is not an exclusive Agreement and that COUNTY shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by CONTRACTOR as the COUNTY desires.

**18. NON-ASSIGNMENT**

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

**19. TERMINATION**

- A. By COUNTY. COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.
1. **For Convenience.** COUNTY may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, CONTRACTOR shall, as directed by COUNTY, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on COUNTY from such winding down and cessation of services.
  2. **For Nonappropriation of Funds.** Notwithstanding any other provision of this Agreement, in the event that no funds or insufficient funds are appropriated or budgeted by federal, state or COUNTY governments, or funds are not otherwise available for payments in the fiscal year(s) covered by the term of this Agreement, then COUNTY will notify CONTRACTOR of such occurrence and COUNTY may terminate or suspend this Agreement in whole or in part, with or without a prior notice



period. Subsequent to termination of this Agreement under this provision, COUNTY shall have no obligation to make payments with regard to the remainder of the term.

3. **For Cause.** Should CONTRACTOR default in the performance of this Agreement or materially breach any of its provisions, COUNTY may, at COUNTY's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services affected (unless the notice directs otherwise) and notify COUNTY as to the status of its performance. The date of termination shall be the date the notice is received by CONTRACTOR, unless the notice directs otherwise.
- B. **By CONTRACTOR.** Should COUNTY fail to pay CONTRACTOR all or any part of the payment set forth in EXHIBIT B, CONTRACTOR may, at CONTRACTOR's option terminate this Agreement if such failure is not remedied by COUNTY within thirty (30) days of written notice to COUNTY of such late payment.
- C. Upon termination, CONTRACTOR shall deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process, except such items as COUNTY may, by written permission, permit CONTRACTOR to retain. Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall CONTRACTOR be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of COUNTY is necessary to determine the reasonable value of the services rendered by CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of COUNTY shall be final. The foregoing is cumulative and shall not affect any right or remedy which COUNTY may have in law or equity.

## 20. SECTION HEADINGS

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

## 21. SEVERABILITY

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

## 22. REMEDIES NOT EXCLUSIVE

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

## 23. TIME IS OF THE ESSENCE

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

**24. NO WAIVER OF DEFAULT**

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

**25. ENTIRE AGREEMENT AND AMENDMENT**

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

**26. SUCCESSORS AND ASSIGNS**

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

**27. COMPLIANCE WITH LAW**

CONTRACTOR shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of CONTRACTOR in any action or proceeding against CONTRACTOR, whether COUNTY is a party thereto or not, that CONTRACTOR has violated any such ordinance or statute, shall be conclusive of that fact as between CONTRACTOR and COUNTY.

**28. CALIFORNIA LAW AND JURISDICTION**

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

**29. EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

**30. AUTHORITY**

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.



31. SURVIVAL

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

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Agreement for Services of Independent Contractor between the Santa Barbara County Flood Control & Water Conservation District and Padre Associates, Inc.

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

**ATTEST:**

Mona Miyasato  
County Executive Officer  
Ex Officio Clerk of the Board of  
Directors of the Santa Barbara  
County Flood Control & Water  
Conservation District

**SANTA BARBARA COUNTY FLOOD  
CONTROL & WATER CONSERVATION  
DISTRICT**

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

By: \_\_\_\_\_  
Steve Lavagnino, Chair  
Board of Directors

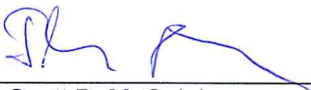
Date: \_\_\_\_\_

**RECOMMENDED FOR APPROVAL:**

Santa Barbara County Flood Control  
& Water Conservation District

**CONTRACTOR:**

**Padre Associates, Inc.**

By:  \_\_\_\_\_  
Scott D. McGolpin  
Public Works Director

By:  \_\_\_\_\_  
Authorized Representative

Name: Jerome K. Summerlin  
Title: President

**APPROVED AS TO FORM:**

Michael C. Ghizzoni  
County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

Betsy M. Schaffer, CPA  
Auditor-Controller

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

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

**APPROVED AS TO FORM:**

Ray Aromatorio ARM, AIC  
Risk Manager

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





EXHIBIT A

STATEMENT OF WORK

March 19, 2019  
Project No. 1601-1183

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

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

Subject: Proposal to Provide Supplemental Environmental Consulting and Field Assessment Activities for the Lower Mission Creek Improvement Project, Reach 3 at 324 De La Vina Street, Santa Barbara, Santa Barbara County, California

Dear Mr. Griffin:

Padre Associates, Inc. (Padre) appreciates the opportunity to present this cost proposal to Santa Barbara County Flood Control and Water Conservation District (SBCFCD) detailing the scope of services and associated costs to support SBCFCD with the supplemental assessment of contaminated soils and groundwater identified at the property located at 324 De La Vina Street in Santa Barbara, Santa Barbara County, California (Project Site) to supplement Padre's Phase II Environmental Site Assessment (Phase II ESA) report. Padre is providing this supplemental cost proposal in response to your request on March 15, 2019.

As you are aware, Padre identified soils with lead concentrations in excess of California hazardous waste limits at the Project Site located at 324 De La Vina Street during preliminary soil assessment activities performed on January 28, 2019. Although, the previous assessment data objective was to identify the presence of soil contamination, which was successful, the assessment activities identified data gaps to the location of hazardous lead concentrations for the purposes of removal, and/or the potential hazards to redevelopment of the Project Site. To assess the soils for hazardous concentrations of lead and other hazardous chemicals in soils and soil gas at the Project Site, Padre proposes to complete supplemental soil and soil gas assessment activities.

The purpose of the supplemental soil assessment activities is to assess the nature and extent of soil with lead contamination at the areas of potential concern (potential residential development areas) identified in Padre's research of the Project Site. Padre has identified the following tasks to be completed at the Project Site as part of the supplemental soil and soil gas assessment activities:

- Utilize the existing Technical Work Plan and Health and Safety Plan (TWP/HASP) with modifications to the locations for additional soil and soil gas sampling;
- Utilize existing results of utility locating activities and Dig Alert Ticket.

- Advance approximately 15 shallow hand auger drill holes to facilitate collection of discrete-depth soil samples for chemical analyses for the presence of metals, volatile organic compounds (VOCs), petroleum hydrocarbons, and polycyclic aromatic hydrocarbons (PAH) in soil. All of these compounds were detected in the previous soil and groundwater assessment completed at the Project Site on January 28, 2019;
- Construct five temporary soil gas probes at the locations of select hand auger drill holes to assess the potential risk to a residential building to vapor intrusion of identified VOCs; and
- Include results and findings in the Phase II ESA report, which will document and summarize the findings of the proposed soil and soil gas assessment activities.

Presented below is the proposed scope of services, an anticipated schedule, and the estimated costs. The details of 324 De La Vina Street support and the Supplemental Phase II ESA are listed below in the scope of services.

## SCOPE OF SERVICES

### SUPPLEMENTAL PHASE II ESA ASSESSMENT

#### Task 1 - Phase II TWP/HASP and Pre-field Planning

Padre will utilize the existing TWP/HASP prepared for the Phase II ESA activities with updated plans identifying the supplemental soil assessment locations. The TWP/HASP will be signed and certified by a Professional Geologist registered in the State of California.

The TWP will identify the proposed drill hole locations, include information on access requirements, and will contain a sampling and analyses plan for soil and soil gas samples collected at the Project Site. The TWP will be developed following standard Phase II ESA procedures. The HASP will include procedures, equipment, and materials/supplies to be utilized to protect worker and community health and safety during the course of the planned assessment activities.

#### Task 2 - Supplemental Field Assessment Activities

**Drilling, Soil Sampling, and Drill Hole Abandonment.** Padre will observe and document the manual advancement of approximately 15 hand augered drill holes to assess the current soil conditions at the Project Site. The 15 total drill holes will be advanced with a hand auger kit with the assistance of and electric drill auger kit to total depths of approximately 5 feet below ground surface (bgs) and one drill hole will be advanced to a depth of 10 feet bgs.

Soil samples will be geologically logged by Padre using the Unified Soil Classification System (USCS), and will be screened for the presence of volatile organic compounds (VOCs) using a photoionization detector (PID). Soils retained for chemical analyses will be based on



visual and/or PID evidence of potentially affected soils. It is anticipated that approximately three soil samples from each hand auger drill hole will be submitted for chemical analyses. Soil samples that are retained for chemical analyses will be sealed, labeled, and preserved on ice in the field. Chain-of-Custody (COC) forms will be used to document sample management procedures.

Four of the 15 hand auger drill hole locations will be constructed as temporary soil gas probes. The drill hole completed to 10 feet bgs will be constructed as a nested soil gas probe with one probe at 5 feet bgs and the other set at 10 feet bgs. The vapor probe construction will consist of a filter element set within clean sand, sample tubing, and sealed with bentonite up to the surface with a sample valve. The soil gas probes are required to equilibrate for a minimum of 48 hours prior to sample collection.

At the conclusion of soil and soil gas sampling activities, the drill holes advanced at the Project Site will be backfilled with bentonite chips to within 1-foot of grade, and then subsequently hydrated in-place. The remaining 1-foot of these drill holes will be restored to match the adjacent ground surface.

Field sampling equipment will be cleaned before use, between sample locations, and after completion of fieldwork. Cleaning procedures consist of a non-phosphate detergent wash, two rinses with tap water, and a final de-ionized water rinse.

**Assessment-Derived Waste Transportation and Disposal.** Assessment-derived wastes will include limited soil cuttings. Padre has taken a sample of the soil and has determined it is a California Hazardous Waste. Padre will provide the disposal of the 1 drum at the conclusion of the proposed soil and soil gas sampling.

**GPS Survey.** Padre will document the hand-augered drill hole locations using a field-portable sub-meter accuracy GPS unit.

**Soil Sample Analyses.** Padre estimates that a total of 45 soil samples will be submitted for chemical analyses to a state certified laboratory on a standard turn-around-time (TAT). All soil samples submitted for chemical analyses will be analyzed for the presence of the following constituents:

- TPH C4-C12 and volatile organic compounds by U.S. EPA method 8260B.
- California-regulated metals by U.S. EPA 6000 and 7000 series methods.

Selected soil samples collected from the assessment (approximately 25%) will also be chemically analyzed for the presence of the following constituents:

- TPH by U.S. Environmental Protection Agency (U.S. EPA) method 8015 modified with carbon chain breakdown (C13-C22 and C23-C40); and
- Polycyclic aromatic hydrocarbons (PAHs) by U.S. EPA method 8270

One bulk soil sample representative of the Project Site will be submitted for grain size analysis by ASTM D422 for soil vapor intrusion modeling.

**Soil Gas Sample Analyses.** Padre estimates that a total of seven soil gas samples will be submitted for chemical analyses to a state certified laboratory on a standard turn-around-time (TAT). Samples include the collection of an equipment blank and a duplicate soil gas sample. All soil gas samples submitted for chemical analyses will be analyzed for the presence of the following constituents:

- Volatile organic compounds by U.S. EPA method TO-15.

### **Task 3 - Phase II ESA Report Update**

Padre will update the Phase II ESA report to include the results of supplemental soil assessment activities documenting the subject scope of work. As part of reporting the soil samples and soil gas samples will be assessed for residential land use. The report will be prepared in draft form and submitted to SBCFCD for review and comment. Following the receipt of comments, copies of the final report will be submitted to SBCFCD. The report will be signed and certified by a Professional Geologist registered in the State of California.

### **COST ESTIMATE**

Padre proposes to provide the supplemental Phase II ESA services described above on a time and materials basis for a not-to-exceed fee of \$24,240. The costs are detailed in the attached Table 1- Estimated Costs.

### **SCHEDULE AND ASSUMPTIONS**

Padre will complete the proposed scope of services within three weeks of authorization to proceed. Several assumptions have been made in developing this proposal and cost estimate and, if not valid, will constitute a change in the scope of services, requiring an adjustment in project cost. Padre will notify you of any such changes in writing.

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

- Access to the Project Site for field assessment activities will be provided.
- Assumes prevailing wage rates.
- Field assessment for supplemental soil screening and soil gas probe constructions activities will require only one working day. An additional day will be required to sample the soil gas probes a minimum of 48 hours from install.
- Soil gas probes cannot be sampled for a minimum of 5 days after a rain event or if water has accumulated in the area of the soil gas probes.




- This scope does not include a site specific human health risk assessment (HHRA) calculation and soil gas data will be compared to established screening levels using U.S. EPA regional screening levels and minimal vapor intrusion modeling. If regulatory involvement is requested a HHRA will need to be performed.
- No encroachment permits or traffic control is included.
- Field assessment derived wastes will be stored at the Project Site in labeled containers pending waste disposal.
- Laboratory analytical results would be provided on a standard turn-around time of ten business days.

Padre appreciates the opportunity to provide this proposal, and look forward to working with SBCFCD on this project. To authorize this proposal, please issue your written authorization as a notice to proceed. If you have any questions regarding this proposal, please contact me at [jjzane@padreinc.com](mailto:jjzane@padreinc.com) or (805) 644-2220, ext. 38.

Sincerely,

PADRE ASSOCIATES, INC.



Jeffrey S. Zane, P.G.  
Project Geologist

JSZ:av

**Table 1. Estimated Costs**

| <i>Task 1 - Phase II TWP / HASP and Pre-Field Planning</i> |                  |               |                 |
|--|------------------|---------------|-----------------|
| Personnel / Item   | Rate             | Hours / Units | Cost            |
| Principal Professional                                     | \$160.00         | 2             | \$320           |
| Project Professional                                       | \$110.00         | 8             | \$880           |
| Staff Professional   | \$95.00          | 6             | \$570           |
| Drafting   | \$70.00          | 6             | \$420           |
| Word Processing  | \$60.00          | 2             | \$120           |
| <b>Total:</b>  |                  |               | <b>\$2,310</b>  |
| <i>Task 2 - Supplemental Field Assessment Activities</i>   |                  |               |                 |
| Personnel / Item   | Rate             | Hours / Units | Cost            |
| Project Professional                                       | \$110.00         | 6             | \$660           |
| Staff Professional   | \$95.00          | 20            | \$1,900         |
| Senior Field Technician (Prevailing Wage)                  | \$95.00          | 20            | \$1,900         |
| Field Equipment and Supplies                               | 500.00           | 2             | \$1,000         |
| Laboratory Analytical for Soil Samples                     | Cost +15% Markup |               | \$9,130         |
| Laboratory Analytical for Soil Gas Samples                 | Cost +15% Markup |               | \$1,500         |
| Hazardous Drum Waste Disposal                              | \$800            | 1             | \$800           |
| Trimble GPS unit   | \$200            | 1             | \$200           |
| <b>Total:</b>  |                  |               | <b>\$17,090</b> |
| <i>Task 3 - Phase II ESA Report Update</i>                 |                  |               |                 |
| Personnel / Item   | Rate             | Hours / Units | Cost            |
| Principal Professional                                     | \$160.00         | 4             | \$640           |
| Project Professional                                       | \$110.00         | 16            | \$1,760         |
| Staff Professional   | \$95.00          | 20            | \$1,900         |
| Drafting   | \$70.00          | 6             | \$420           |
| Word Processing  | \$60.00          | 2             | \$120           |
| <b>Total:</b>  |                  |               | <b>\$4,840</b>  |
| <b>Proposed Project Total Cost:</b>                        |                  |               | <b>\$24,240</b> |



## EXHIBIT B

### PAYMENT ARRANGEMENTS

#### Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$24,240**.
- B. Extra Work required to complete the project may be authorized only if CONTRACTOR receives written approval by the COUNTY's designated representative as identified in Paragraph 1 of the Agreement at the same rate per unit as defined in **Attachment B1**. The total amount of this contingency fund is 10% of the agreement amount or **\$2,424**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Water Agency, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

**2015 STANDARD FEE SCHEDULE**

**PROFESSIONAL SERVICES**

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

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

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

**OTHER DIRECT CHARGES**

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



EXHIBIT C  
Indemnification and Insurance Requirements  
(For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

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



- i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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

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