

Board Contract Summary

BC _____

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

D1.	Fiscal Year	FY 2016-17
D2.	Department Name	PW/Flood Control
D3.	Contact Person	Jon Frye
D4.	Telephone	X3444

K1.	Contract Type (check one):	Personal Service	Capital
K2.	Brief Summary of Contract Description/Purpose.....	Mission Canyon Drainage Master Study	
K3.	Department Project Number.....	SC8365	
K4.	Original Contract Amount.....	\$101,405 plus \$10,140.50 contingency (NTE \$111,545.50)	
K5.	Contract Begin Date.....	February 28, 2017	
K6.	Original Contract End Date	December 31, 2018	
K7.	Amendment? (Yes or No).....	No	
K8.	- New Contract End Date	N/A	
K9.	- Total Number of Amendments	N/A	
K10.	- This Amendment Amount.....	N/A	
K11.	- Total Previous Amendment Amounts.....	N/A	
K12.	- Revised Total Contract Amount	N/A	


B1.	Intended Board Agenda Date	February 28, 2017
B2.	Number of Workers Displaced (if any)	N/A
B3.	Number of Competitive Bids (if any).....	N/A
B4.	Lowest Bid Amount (if bid)	N/A
B5.	If Board waived bids, show Agenda Date.....	N/A
	and Agenda Item Number	N/A
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph).....	Added paragraphs 33 and B and F in Exhibit B

F1.	Fund Number	2610
F2.	Department Number.....	054
F3.	Line Item Account Number.....	7702
F4.	Project Number (if applicable)	SC8365
F5.	Program Number (if applicable)	3005
F6.	Org Unit Number (if applicable).....	
F7.	Payment Terms.....	Net 30

V1.	Auditor-Controller Vendor Number.....	062704
V2.	Payee/Contractor Name.....	Stantec
V3.	Mailing Address.....	12980 Collections Center Dr.
V4.	City State (two-letter) Zip (include +4 if known).....	Chicago, IL 60693
V5.	Telephone Number	805-963-9532
V6.	Vendor Contact Person.....	Craig Steward
V7.	Workers Comp Insurance Expiration Date	5/1/17
V8.	Liability Insurance Expiration Date	5/1/17
V9.	Professional License Number	
V10.	Verified by (print name of county staff).....	clopez

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

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

Date: 2/2/17 Authorized Signature: 

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the **Santa Barbara County Flood Control & Water Conservation District**, a political subdivision of the State of California (hereafter COUNTY) and **Stantec** with an address at 111 East Victoria Street, Santa Barbara, CA 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Jon Frye at phone number (805) 568-3444 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Craig Steward at phone number (805) 963-9532 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 and Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101
To CONTRACTOR:	Mr. Craig Steward, Stantec, 111 East Victoria Street, Santa Barbara, CA 93101

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on **February 28, 2017** and end performance upon completion, but no later than **December 31, 2018** unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

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

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

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

12. NO PUBLICITY OR ENDORSEMENT

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

13. COUNTY PROPERTY AND INFORMATION

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

14. RECORDS, AUDIT, AND REVIEW

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

(3) years after final payment under the Agreement (Cal. Govt. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State, at no charge to COUNTY.

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

15. INDEMNIFICATION AND INSURANCE

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

16. NONDISCRIMINATION

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

17. NONEXCLUSIVE AGREEMENT

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

18. NON-ASSIGNMENT

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

19. TERMINATION

A. **By COUNTY.** COUNTY may, by written notice to CONTRACTOR, terminate this Agreement in whole or in part at any time, whether for COUNTY's convenience, for nonappropriation of funds, or because of the failure of CONTRACTOR to fulfill the obligations herein.

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

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

20. **SECTION HEADINGS**

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

21. **SEVERABILITY**

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

22. **REMEDIES NOT EXCLUSIVE**

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

23. **TIME IS OF THE ESSENCE**

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

24. **NO WAIVER OF DEFAULT**

No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an

acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.

25. ENTIRE AGREEMENT AND AMENDMENT

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

26. SUCCESSORS AND ASSIGNS

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

27. COMPLIANCE WITH LAW

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

28. CALIFORNIA LAW AND JURISDICTION

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

29. EXECUTION OF COUNTERPARTS

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

30. AUTHORITY

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

31. SURVIVAL

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

32. PRECEDENCE

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

33. REGISTRATION

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

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Agreement for Services of Independent Contractor between the **Santa Barbara County Flood Control & Water Conservation District and Stantec.**

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 and Water
Conservation District

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

By: _____
Deputy Clerk

By: _____
Joan Hartmann, Chair
Board of Directors
Date: _____

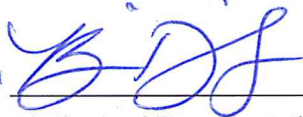
RECOMMENDED FOR APPROVAL:

Santa Barbara County Flood Control
& Water Conservation District

CONTRACTOR:

Stantec

By: 
Scott D. McGolpin
Public Works Director

By: 
Authorized Representative

Name: BRIANNA DANIELS, P.E.
Title: PRINCIPAL

APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, 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

Stantec Consulting Services Inc.
111 East Victoria Street, Santa Barbara CA 93101-2018

January 11, 2017
File: 206482007-012.315

Attention: Mr. Jon Frye, P.E., CFM
Santa Barbara County Flood Control & Water Conservation District
130 East Victoria Street, Suite 200
Santa Barbara, CA 93101

Dear Jon,

Reference: Mission Canyon Drainage Masterplan Proposal

Thank you for the opportunity to propose engineering services for the Mission Canyon Drainage Masterplan Project.

The public roadway drainage infrastructure's effectiveness in Mission Canyon is challenged by its' topographic nature and narrow winding roads. The Mission Canyon Community Plan adopted by the County Board of Supervisors in April, 2014 is the guiding document regards to the vision statement and goals of the community, including public facilities and services and resources and constraints. Community Plan goals include protecting the watershed function while at the same time preventing flooding and erosion while preserving neighborhood character and charm. Within those sideboards, the goal of this Mission Canyon Drainage Masterplan Study is to identify/prioritize public roadway drainage improvements that could meet the goals and objectives of the Community Plan while being technically feasible and fiscally responsible.

UNDERSTANDING OF THE PROJECT

Mission Canyon is an older urbanized area, located on the foothills north of the City of Santa Barbara consisting of approximately 977 acres. It has been developed in an unconventional manner that includes non-standard street improvements, drainage improvements and pathways that have not been publicly established or maintained. Many of the existing drainage features have not been identified.

Design with community in mind

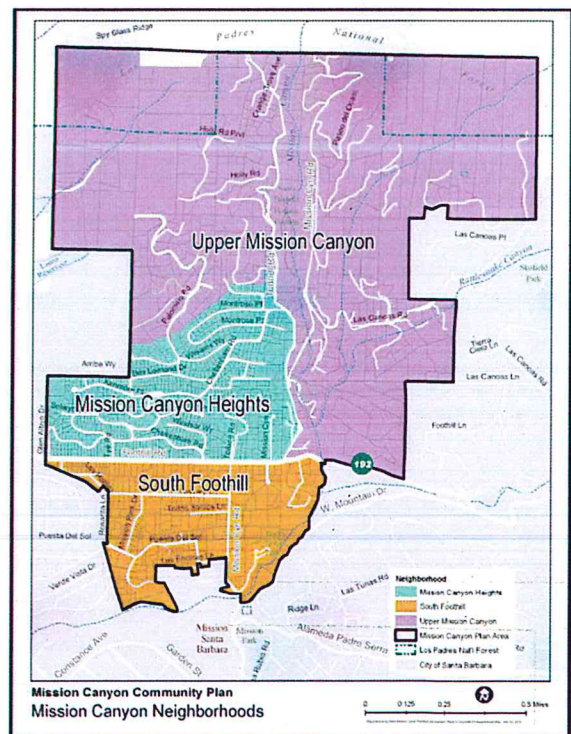


Figure 1 - Mission Canyon Community Plan Area



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Reference: Mission Canyon Drainage Masterplan Proposal

The County has established as a drainage study area the portion of the Mission Canyon Community Plan that is located north of Foothill Road/US Route 192. See Figure 1. The study area encompasses Mission Canyon Heights and Upper Mission Canyon – areas that are recognized as being constrained with respect to viable drainage improvements.

Our approach to this project will be to determine locations of known problems and deficiencies by review of maintenance records and complaints, consultation with County road and drainage maintenance crews and meeting with the residents of the area. This will help us to identify, evaluate, and prioritize:

- Known deficiencies;
- Urgent needs;
- Community response to types of drainage construction and impacts of road disturbance.

We will then focus our efforts on those areas where the need is highest by research, field investigation, and watershed delineation.

After this information is collected, identification and design of potential drainage facilities within the public right of way will be completed and evaluated for impacts, costs, and benefits. The proposed drainage facilities will be prioritized and bundled into feasible construction projects. Concept-level plan and profile exhibits will be prepared for selected projects. A report will then be prepared documenting methods, assumptions, and findings of the analyses with recommendations.

Throughout the process there will be meetings with Flood Control, County Roads, other agencies, and community groups that are interested.

There is no requirement for a rushed project completion schedule, although working in an expeditious manner is always conducive to staying with a planned budget. It is our intention to complete the project within the 2017-2018 fiscal periods which has been identified as a reasonable period by the County.

SCOPE OF WORK

Based on our understanding of the project, we propose the following items of work:

1. Data Acquisition

- a. Topographic Mapping. City of Santa Barbara topographic mapping (circa 1991) covers the developed area of the proposed study area. Additional portions of



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Reference: Mission Canyon Drainage Masterplan Proposal

tributary watersheds extend past the limits of the City topography and will be filled in with less accurate publicly-available topography such as USGS or similar source.

- b. Sewer Research. The County has requested copies of their atlas maps for approximate sewer locations and they have been received in the form of ESRI shape files which can be imported into CAD drawings. Horizontal alignments will be imported. Record drawings, if needed may be requested by the County later and will be referenced in the design process when drainage improvements are proposed.
- c. Storm Drain Research. Stantec has access to digital copies of the Santa Barbara County Road plans for this area. We will search these plans for those that show drainage facilities. In addition, County Flood Control will supply applicable plans and information available in their archives.
- d. Ownership Information. Owner's names and property boundary information have been provided by Flood Control staff from the County Assessor's office in the form of ESRI shape files. This information will be imported into AutoCAD. Available Flood Control easement information will also be imported into AutoCAD, if available.
- e. Review County Reports. We will review County repair, complaint, and damage records for the area prepared by Flood Control and Road Division maintenance personnel.
- f. Review Mission Canyon Community Plan Documents. Our in-house planner will review the Mission Canyon Community Plan documents to ascertain requirements specific to this planning area including design requirements, planning policies, and environmental hazards and limits. Meet with County Long-Range Planning staff to identify any other planning documents to review.

2. Meetings and Coordination

- a. Meet with County Road and Flood Control maintenance staff to assist in evaluating known persistent or critical deficiencies in drainage facilities located within the public right of way.
- b. Coordinate with Roads Division to assess what types of improvements may be approvable within the public right of way in this area. Flood Control will designate a single point of contact for making these decisions.



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Reference: Mission Canyon Drainage Masterplan Proposal

- c. Meet with the Mission Canyon community. Stantec will prepare a presentation of the findings and assist County officials in the meeting. We will collect input from the public on their experience with drainage concerns in the Mission Canyon area.
- d. Meet with Flood Control staff to coordinate public response, discuss the approach to respond or incorporate suggestions. One meeting budgeted.
- e. Prepare a focused plan of action. Using the input from the public agencies and the local neighborhood, prepare a list of potential project sites and identify a preliminary scope of work to provide concept level designs, cost estimates, and priority evaluations. Our scope of work anticipates three (3) detailed projects and twelve location improvements.
- f. Submit the Plan of Action to Flood Control for review and comment.

3. Field Verification

Field verification of the various project sites will take place in several visits as the concept project designs develop.

- a. Google Street View Evaluation. Google Earth Street View and the City of Santa Barbara topographic mapping will be used to evaluate selected locations and tributary areas needing further study. Streets within the affected areas will be viewed and areas of interest will be documented with screenshots.
- b. Field Review and Photo Documentation. Personnel will make field visits to measure, photograph, and visually evaluate drainage features. The results of the field investigation will be compiled into a report.
- c. Field Observation. If during the design period, rainstorms occur during working hours, staff will visit critical sites within the study area to observe impacts of flow. Up to three visits are budgeted.

4. Base Map Preparation

The base map preparation will involve assembling the data collected in the Data Acquisition and Field Verification tasks and entering it into the CAD file. Only those areas that have been selected for detailed study will be base mapped. The base map will include the following information:

- a. Topographic mapping.
- b. Assessor's parcel mapping. Parcel numbers and ownership may be added later.



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Reference: Mission Canyon Drainage Masterplan Proposal

- c. Existing County easements.
- d. Approximate sewer locations. This will show horizontal locations only as indicated on atlas mapping provided by the County. When analysis and design begins, manhole locations, invert elevations may be added within the selected project areas from record drawings.
- e. Storm drain information collected via road plans, record drawings, and field/Google investigation. This information will be approximate as field survey is not proposed and some information within private parcels may only be inferred.

5. Analysis

- a. Prepare sub-watershed mapping. Based on the base mapping information collected, areas tributary to the selected project areas will be delineated and broken into sub-watersheds as appropriate. We will provide the delineation by manual methods as opposed to computer auto-generation due to the complexity of the local drainage patterns.

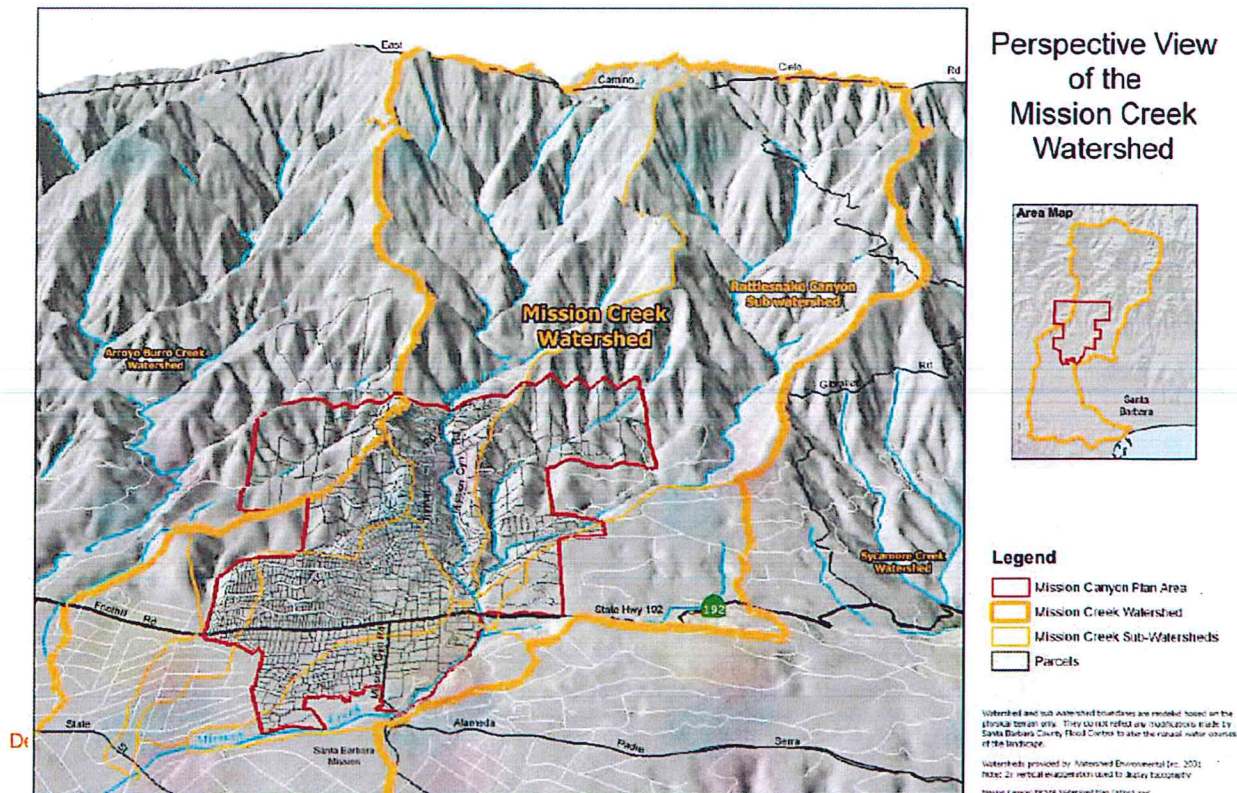


Figure 2 - Mission Canyon Watershed and Sub-Watersheds within the Study Area



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Reference: Mission Canyon Drainage Masterplan Proposal

- b. Evaluate the capacity of existing storm drain systems and inlets. Evaluate the capacity of storm drain inlets using manual methods (Excel spreadsheets, nomographs, etc.). Calculate the peak flow rates per the Santa Barbara County Rational Method equations and determining pipe capacity using StormCAD with Manning's Formula. We anticipate assessing the ability of existing storm drain facilities to pass the Q_{25} for normal conditions and Q_{100} for sump conditions. We will then use this information to determine the extent of significant need within the public right of way.
- c. Design and size drainage facilities for identified needs. Again, StormCAD will be used to design storm drain or surface conveyance systems provide a concept-level profile of the proposed systems. Inlets will be designed by hand methods to maintain a reasonable understanding of the process and results.

6. Drainage Project Priority Evaluation

- a. Assess priority of proposed facilities by evaluating order of magnitude construction costs, disturbance or disruption to neighborhood and environment, permitting effort, and number of parcels benefited.
- b. Submit draft exhibits and assessments to Flood Control for review and comment. Meet with Flood Control officials to receive comment and direction.
- c. Assemble selected drainage improvements into feasible projects based on concept-level construction, and design development cost estimates including appropriate contingency allowances. Update exhibits. Evaluation will include an assessment of environmental permitting requirements and costs. One round of feedback is budgeted. The master plan study may identify projects, or it may not, due to the constraints classified during the analysis.

7. Draft Report Preparation

- a. Prepare a draft report summarizing the methods and assumptions used to develop the findings. The report will be organized by project, in mutually agreed priority order and will include a written description, plan and profile exhibits, cost estimates, and anticipated design, permitting, and construction schedule. Exhibits will be formatted for 11" x 17" or 8.5" x 11" sheet size reproduction.
- b. Submit draft report to Flood Control for review and comment.
- c. Revise and respond to Flood Control comments.



January 11, 2017
Mr. John Frye
Page 7 of 9

Reference: Mission Canyon Drainage Masterplan Proposal

8. Meetings and Revisions

- a. Meet with the Mission Canyon community again. Stantec will prepare a presentation of the findings and recommendations and assist County officials in the meeting.
- b. Meet with Flood Control staff to coordinate public response, discuss the approach to respond or incorporate suggestions. One meeting budgeted.
- c. Respond, revise and modify proposed projects and report as directed by Flood Control. We will prepare a list of all comments and responses.
- d. Submit final report to Flood Control.

9. Project Management and Quality Control

- a. Coordinate with team members to keep on schedule and budget.
- b. Coordinate with County Flood Control to communicate project progress and to request information.
- c. Review work products while in-progress and prior to submittal.

Project Deliverables:

Electronic deliveries will be via a permanent project ftp site with access provided to County employees. They will include:

- Base Mapping (interim deliverable) – electronic pdf copy for reference and comment. Other electronic copy formats available on request (AutoCAD).
- Meeting Exhibits (interim deliverables) – electronic copy for reference, comment and meeting purposes (pdf, PowerPoint).
- Draft Report and Meeting Exhibits – Two hardcopies of the body of the report, electronic copy of full report including appendices (pdf).
- List of comments and responses.
- Final Report – Two hardcopies of final report, including appendices, electronic copy of final report (pdf) and native copies of individual files (AutoCAD, Word, Excel, etc.).



January 11, 2017
Mr. John Frye
Page 8 of 9

Reference: Mission Canyon Drainage Masterplan Proposal

WORK OR ITEMS PROVIDED BY OTHERS

The following work or items will be provided by the County:

- Topographic mapping.
- County Flood Control easements.
- Repair, complaint, and damage reports for the area.
- Coordination with other public agencies and community groups.
- A current assessor's GIS parcel map with ownership data and contact information in digital format.
- Sewer and storm drain record drawings, as necessary.

NOT INCLUDED IN SCOPE

The following items are not included in our scope of work:

- Field surveying and boundary surveying of any type.
- Drainage analysis is limited to street and local drainage. Characterization, flood mapping or analysis of flooding in the major stream channels of Mission Creek, Las Canoas Creek, Rattlesnake Creek, or Lauro Canyon is not included.
- Analysis of stormwater quality.
- Environmental processing or permits.
- Design or analysis beyond preliminary assessment for master planning purposes.
- Design of facilities outside of the public right of way or acquisition of easements or real property.
- Public outreach and coordination (other than exhibit preparation and meeting attendance as indicated in the scope above). Stantec is fully capable of providing public outreach and coordination if the County desires.
- Decision-maker hearings, revisions beyond one round of public comments.

PROJECT TEAM

Craig Steward: Project Manager

David Rundle: Project Quality Control Manager

Mark Luehrs: Project Engineer

Ginger Andersen: Research of planning policies and environmental constraints

Design with community in mind



January 11, 2017
Mr. John Frye
Page 9 of 9

Reference: Mission Canyon Drainage Masterplan Proposal

PROJECT SCHEDULE

See attached schedule which assumes start of work on January 24, 2017.

PROJECT FEE

The project will be billed on a time and materials basis up to a project maximum. The maximum fee is \$101,405.00. Should additional work be required that is outside of this scope, a new scope and budget will be negotiated with the County prior to beginning that work.

Invoices for project work completed with each monthly period will be submitted to the County using the attached format.

If the scope, fee, and schedule are acceptable, Stantec is prepared to enter into the standard County Board Contract. Should you have any questions or need additional information, please contact me at (805) 698-2649. Thank you for considering Stantec.

Regards,

STANTEC CONSULTING SERVICES INC.

Handwritten signature of Craig Steward in blue ink.

Craig Steward, RCE 37253
Senior Project Manager, Hydrologist
Phone: (805) 308-9163
Fax: (805) 966-9801
Craig.Steward@stantec.com

Handwritten signature of David Rundle in blue ink.

David Rundle, RCE 48540
Principal
Phone: (805) 308-9164
Fax: (805) 966-9801
david.rundle@stantec.com

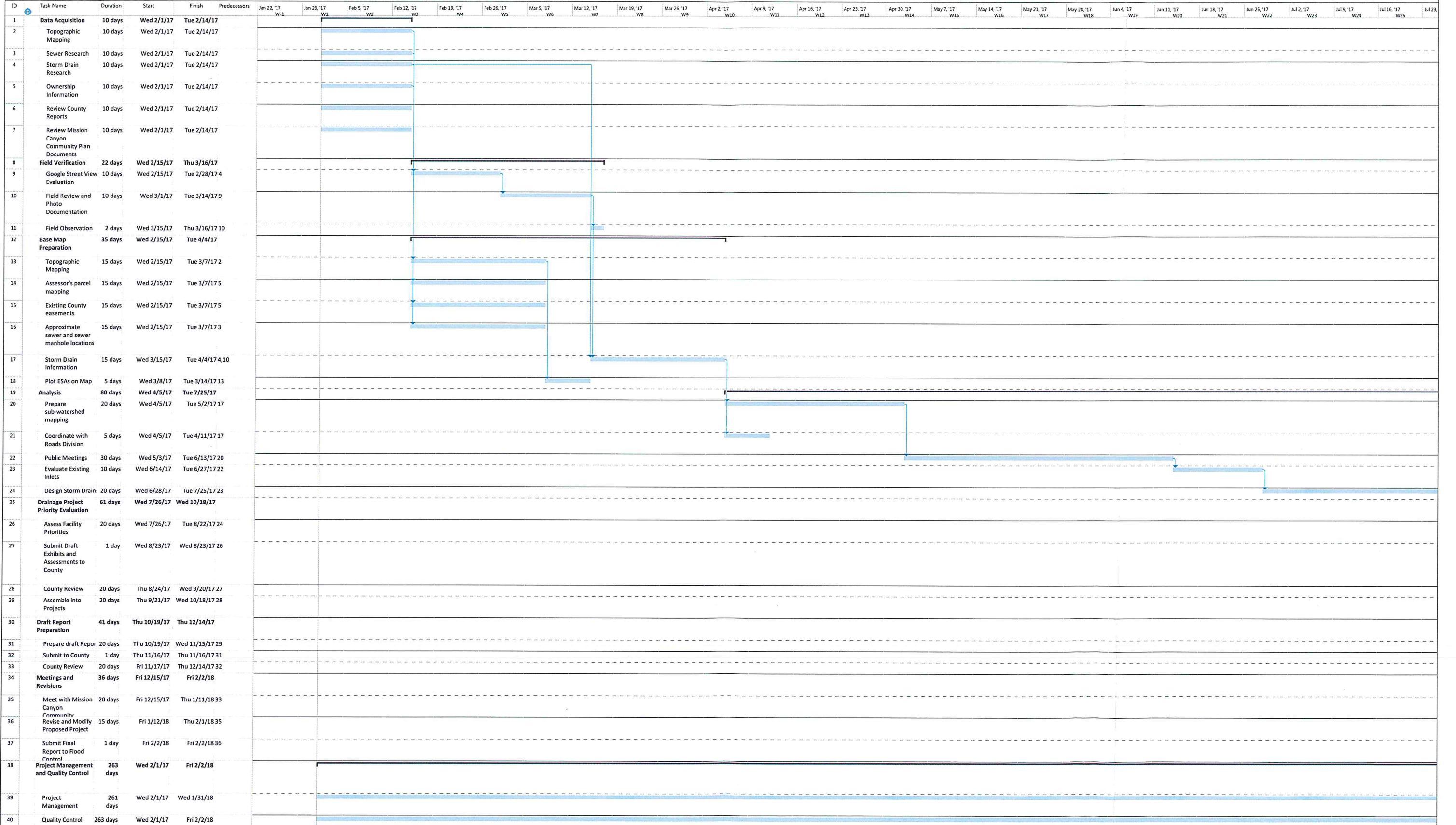
Attachment: Project Schedule, Fee Schedule

\\us1377-f01\workgroup\2064\business_development\proposals\206482007 - stormwater_drainage\012315_mission_canyon_masterplan\proposal\fee proposal body v4.docx

MISSION CANYON DRAINAGE MASTERPLAN

COUNTY OF SANTA BARBARA
FLOOD CONTROL AND WATER CONSERVATION DISTRICT
DRAFT SCHEDULE

Stantec Consulting Services Inc.
111 E. Victoria St.
Santa Barbara, CA 93101



File Name: Draft Schedule.mpp Date: Mon 12/12/16

Task Split

Milestone Summary

Project Summary Inactive Task

Inactive Milestone Inactive Summary

Manual Task Duration-only

Manual Summary Rollup Manual Summary

Start-only Finish-only

External Tasks External Milestone

Deadline Progress

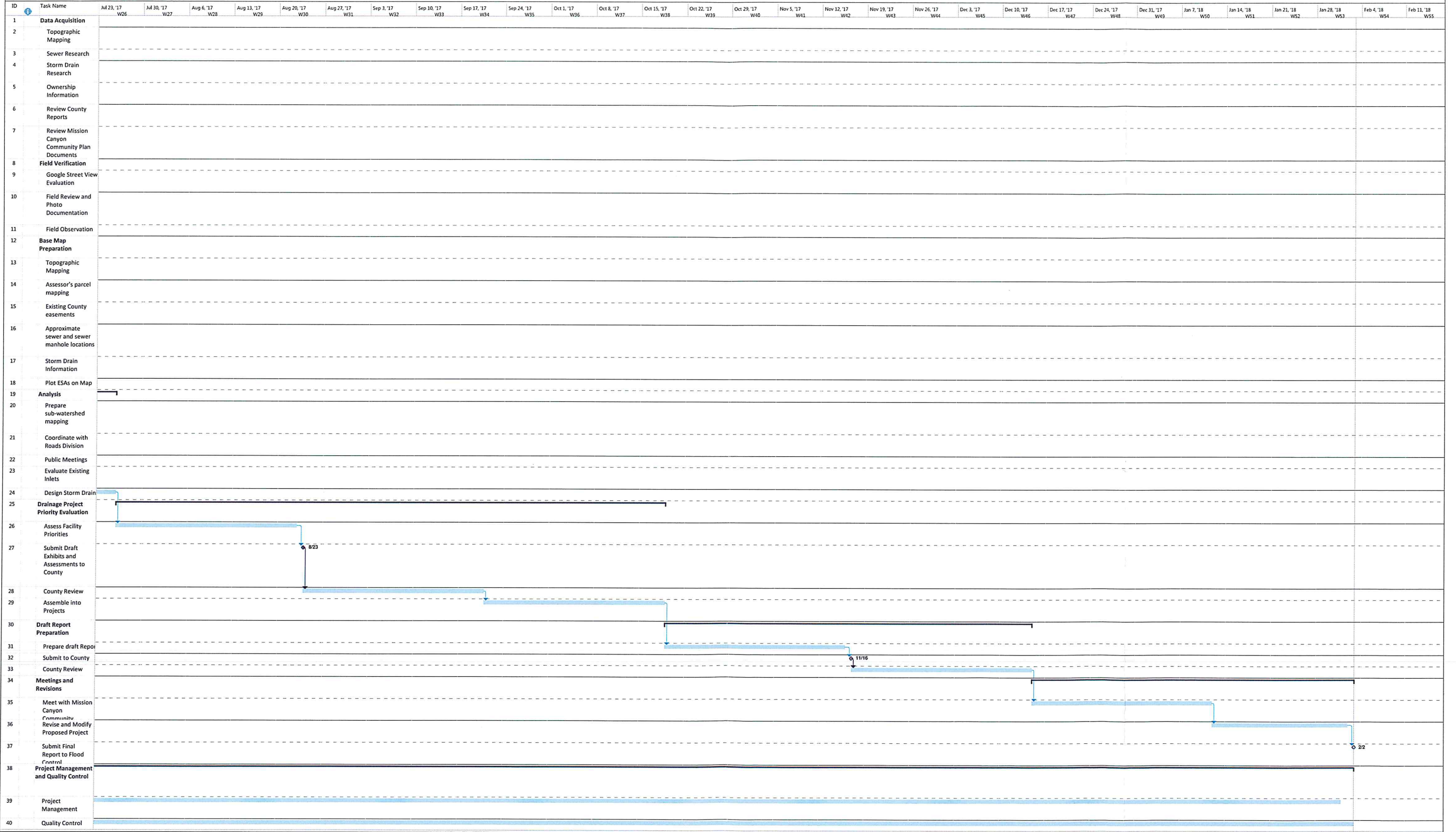
Manual Progress

Page 1

MISSION CANYON DRAINAGE MASTERPLAN

COUNTY OF SANTA BARBARA
 FLOOD CONTROL AND WATER CONSERVATION DISTRICT
 DRAFT SCHEDULE

Stantec Consulting Services Inc.
 111 E. Victoria St.
 Santa Barbara, CA 93101



File Name: Draft Schedule.mpp Date: Mon 12/12/16

Task Split	Milestone	Project Summary	Inactive Milestone	Manual Task	Manual Summary Rollup	Start-only	External Tasks	Deadline	Manual Progress
	Summary	Inactive Task	Inactive Summary	Duration-only	Manual Summary	Finish-only	External Milestone	Progress	



U.S.

2017 Fee Propos

Last updated: September, 2016

Printed copy uncontrolled- current version on StanNet

Document owner: Con

Job Proposal Name	Mission Canyon Drainage	Input in white cells
Potential Client	SB County Fl.	BC #
Submitting Employee Name	Craig Steward	2064
Billing Rate	Rate Table 3	

Complete all white shaded areas for calculator to function properly

Task / Employee	Staffing Input by billing level	% Discount	Billing Rate Table 3	Proposed Job Chargeable Hrs	Fee Revenue
1/ML	Level 12		166.00	8	\$ 1,328
1/HL	Level 11		152.00	12	\$ 1,824
1/CS	Level 15		201.00	8	\$ 1,608
1f/GA	Level 13		178.00	12	\$ 2,136
2a/CS	Level 15		201.00	2	\$ 402
2c/HL	Level 11		152.00	16	\$ 2,432
2a/ML	Level 12		166.00	8	\$ 1,328
2b/ML	Level 12		166.00	12	\$ 1,992
2c/ML	Level 12		166.00	16	\$ 2,656
2c/CS	Level 15		201.00	6	\$ 1,206
2d/ML	Level 12		166.00	12	\$ 1,992
2d/CS	Level 15		201.00	8	\$ 1,608
2e/ML	Level 12		166.00	16	\$ 2,656
2e/CS	Level 15		201.00	4	\$ 804
2f/CS	Level 15		201.00	2	\$ 402
3a/ML	Level 12		166.00	12	\$ 1,992
3b/CS	Level 15		201.00	4	\$ 804
3b/ML	Level 12		166.00	8	\$ 1,328
3c/CS	Level 15		201.00	4	\$ 804
4/HL	Level 11		152.00	32	\$ 4,864
4/ML	Level 12		166.00	8	\$ 1,328
5a/ML	Level 12		166.00	16	\$ 2,656
5a/CS	Level 15		201.00	8	\$ 1,608
5b/ML	Level 12		166.00	16	\$ 2,656
5b/CS	Level 15		201.00	8	\$ 1,608
5c/ML	Level 12		166.00	24	\$ 3,984
5c/CS	Level 16		221.00	4	\$ 884
6a/ML	Level 12		166.00	40	\$ 6,640
6a/CS	Level 15		201.00	8	\$ 1,608
6c/ML	Level 12		166.00	24	\$ 3,984
6c/CS	Level 15		201.00	8	\$ 1,608
6c/GA	Level 13		178.00	8	\$ 1,424
7a/ML	Level 12		166.00	40	\$ 6,640
7a/CS	Level 15		201.00	8	\$ 1,608
7a/HL	Level 11		152.00	16	\$ 2,432
7a/VH	Level 3		78.00	8	\$ 624

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		\$ -	\$ -
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Company Mileage Rate \$ 0.58

Personal Vehicle Use	Total miles	Total Revenue	Profit Margin
Mileage	1,000	\$ 575.00	\$ -

INVOICE FOR SERVICES						
County of Santa Barbara		Date:				1/11/2017
Flood Control & Water Conservation District		Co. Project No.:				
130 E. Victoria St., Suite 200		Period Covered:				Through
Santa Barbara, CA 93101		Invoice No.:				
Attn: Jon Frye		Federal ID:				
Project Name: Mission Canyon Drainage Masterplan		Stantec PN:				
Contract Funding:	\$ 101,405.00					
Board Contract No.:		Date:	10/4/2016	Contract Expires:		12/31/2018
Task 1 - Data Acquisition		Budget =	\$ 6,896.00			
		Total Billing To-Date		Previous Billing	Current Due	% Budget
						Estimated % Complete
Subtotal Task 1			\$ -	\$ -	\$ -	0%
Task 2 - Meetings and Coordination		Budget =	\$ 17,478.00			
		Total Billing To-Date		Previous Billing	Current Due	% Budget
						Estimated % Complete
Subtotal Task 2			\$ -	\$ -	\$ -	0%
Task 3 - Field Verification		Budget =	\$ 4,928.00			
		Total Billing To-Date		Previous Billing	Current Due	% Budget
						Estimated % Complete
Subtotal Task 3			\$ -	\$ -	\$ -	0%
Task 4 - Base map Preparation		Budget =	\$ 6,192.00			
		Total Billing To-Date		Previous Billing	Current Due	% Budget
						Estimated % Complete
Subtotal Task 4			\$ -	\$ -	\$ -	0%
Task 5 - Analysis		Budget =	\$ 13,396.00			
		Total Billing To-Date		Previous Billing	Current Due	% Budget
						Estimated % Complete
Subtotal Task 5			\$ -	\$ -	\$ -	0%
Task 6 - Drainage Project Priority Evaluation		Budget =	\$ 15,264.00			
		Total Billing To-Date		Previous Billing	Current Due	% Budget
						Estimated % Complete
Subtotal Task 6			\$ -	\$ -	\$ -	0%
Task 7 - Draft Report Preparation		Budget =	\$ 13,960.00			
		Total Billing To-Date		Previous Billing	Current Due	% Budget
						Estimated % Complete
Subtotal Task 7			\$ -	\$ -	\$ -	0%
Task 8 - Meetings and Revisions		Budget =	\$ 9,312.00			
		Total Billing To-Date		Previous Billing	Current Due	% Budget
						Estimated % Complete
Subtotal Task 8			\$ -	\$ -	\$ -	0%
Task 9 - Project management and Quality Control		Budget =	\$ 12,024.00			
		Total Billing To-Date		Previous Billing	Current Due	% Budget
						Estimated % Complete
Subtotal Task 9			\$ -	\$ -	\$ -	0%

INVOICE FOR SERVICES							
County of Santa Barbara				Date:	1/11/2017		
Flood Control & Water Conservation District				Co. Project No.:			
130 E. Victoria St., Suite 200				Period Covered:	Through		
Santa Barbara, CA 93101				Invoice No.:			
Attn: Jon Frye				Federal ID:			
Project Name: Mission Canyon Drainage Masterplan				Stantec PN:			
Contract Funding:	\$ 101,405.00						
Board Contract No.:		Date:	10/4/2016	Contract Expires:	12/31/2018		
Task 10 - Extra Services		Total Budget =	\$ -				
Extra Work Item Description	Date Approved	Budget	Total Billing To- Date	Previous Billing	Current Due	% Budget	Estimated % Complete
		\$ -	\$ -	\$ -	\$ -		0%
		\$ -	\$ -	\$ -	\$ -		0%
		\$ -	\$ -	\$ -	\$ -		0%
		\$ -	\$ -	\$ -	\$ -		0%
		\$ -	\$ -	\$ -	\$ -		0%
Subtotal Task 10		\$ -	\$ -	\$ -	\$ -		

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 \$ 101,405.
- 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 \$10,140.50.
- 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>.

ATTACHMENT B1



SCHEDULE OF BILLING RATES – 2017

Billing Level	Hourly Rate	Description												
1	\$60	Entry-level position <input type="checkbox"/> Works under the supervision of a senior professional <input type="checkbox"/> Recent graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, less than four years' experience												
2	\$68													
3	\$78	Junior Level position <input type="checkbox"/> Independently carries out assignments of limited scope using standard procedures, methods and techniques <input type="checkbox"/> Assists senior staff in carrying out more advanced procedures <input type="checkbox"/> Completed work is reviewed for feasibility and soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program or equivalent <input type="checkbox"/> Generally, one to three years' experience												
4	\$87													
5	\$95													
6	\$105	Fully Qualified Professional Position <input type="checkbox"/> Carries out assignments requiring general familiarity within a broad field of the respective profession <input type="checkbox"/> Makes decisions by using a combination of standard methods and techniques <input type="checkbox"/> Actively participates in planning to ensure the achievement of objectives <input type="checkbox"/> Works independently to interpret information and resolve difficulties <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, three to six years' experience												
7	\$113													
8	\$122													
9	\$131	First Level Supervisor or first complete Level of Specialization <input type="checkbox"/> Provides applied professional knowledge and initiative in planning and coordinating work programs <input type="checkbox"/> Adapts established guidelines as necessary to address unusual issues <input type="checkbox"/> Decisions accepted as technically accurate, however may on occasion be reviewed for soundness of judgment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, five to nine years' experience												
10	\$141													
11	\$152													
12	\$166	Highly Specialized Technical Professional or Supervisor of groups of professionals <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Participates in short and long range planning to ensure the achievement of objectives <input type="checkbox"/> Makes responsible decisions on all matters, including policy recommendations, work methods, and financial controls associated with large expenditures <input type="checkbox"/> Reviews and evaluates technical work <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, ten to fifteen years' experience with extensive, broad experience												
13	\$178													
14	\$191													
15	\$201	Senior Level Consultant or Management <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Provides multi-discipline knowledge to deliver innovative solutions in related field of expertise <input type="checkbox"/> Independently conceives programs and problems for investigation <input type="checkbox"/> Participates in discussions to ensure the achievement of program and/or project objectives <input type="checkbox"/> Makes responsible decisions on expenditures, including large sums or implementation of major programs and/or projects <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, more than twelve years' experience with extensive experience												
16	\$221													
17	\$257													
18	\$300	Senior Level Management under review by Vice President or higher <input type="checkbox"/> Recognized as an authority in a specific field with qualifications of significant value <input type="checkbox"/> Responsible for long range planning within a specific area of practice or region <input type="checkbox"/> Makes decisions which are far reaching and limited only by objectives and policies of the organization <input type="checkbox"/> Plans/approves projects requiring significant human resources or capital investment <input type="checkbox"/> Graduate from an appropriate post-secondary program, with credentials or equivalent <input type="checkbox"/> Generally, fifteen years' experience with extensive professional and management experience												
19	\$325													
20	\$361													
21	\$397													
Survey Crews		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Crew Size</th> <th>Regular Rate</th> <th>Overtime Rate</th> </tr> </thead> <tbody> <tr> <td>1-Person</td> <td>\$210</td> <td>\$250</td> </tr> <tr> <td>2-Person</td> <td>\$285</td> <td>\$370</td> </tr> <tr> <td>3-Person</td> <td>\$395</td> <td>\$520</td> </tr> </tbody> </table>	Crew Size	Regular Rate	Overtime Rate	1-Person	\$210	\$250	2-Person	\$285	\$370	3-Person	\$395	\$520
Crew Size	Regular Rate	Overtime Rate												
1-Person	\$210	\$250												
2-Person	\$285	\$370												
3-Person	\$395	\$520												

EXHIBIT C

Indemnification and Insurance Requirements (For Stantec Contract Only)

INDEMNIFICATION

A. Indemnification pertaining to other than Design Professional Services:

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

B. Indemnification pertaining to Design Professional Services:

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, 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, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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