

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 Penfield & Smith having its principal place of business 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.

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 first class mail, postage prepaid, or otherwise delivered as follows:

To COUNTY: Thomas D. Fayram, Santa Barbara, County Flood Control & Water Conservation District, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101

To CONTRACTOR: David W. Rundle, Penfield & Smith, 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. Notices and consents under this section, which are sent by mail, shall be deemed to be received five (5) days following their deposit in the U.S. mail.

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 December 11, 2012 and end performance upon completion, but no later than June 30, 2014 unless otherwise directed by COUNTY or unless earlier terminated.

5. **COMPENSATION OF CONTRACTOR.** 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.** CONTRACTOR shall perform all of its services under this Agreement as an independent contractor and not as an employee of COUNTY. 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.

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. **TAXES.** 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.

9. **CONFLICT OF INTEREST.** CONTRACTOR covenants that CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, 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.

10. **RESPONSIBILITIES OF COUNTY.** COUNTY shall provide all information reasonably necessary by CONTRACTOR in performing the services provided herein.

11. **OWNERSHIP OF DOCUMENTS.** 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, and any material necessary for the practical use of the data and/or documents 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 materials under this section except after prior written approval of COUNTY.

No materials produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country except as determined at the sole discretion of COUNTY. COUNTY shall have the unrestricted authority to publish, disclose, distribute, and other use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

12. **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 practices. 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.

13. **INDEMNIFICATION AND INSURANCE.** CONTRACTOR shall agree to defend, indemnify and save harmless the COUNTY and to procure and maintain insurance in accordance with the provisions of EXHIBIT C attached hereto and incorporated herein by reference.

14. **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.

15. **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.

16. **ASSIGNMENT.** CONTRACTOR shall not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of COUNTY and any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

17. **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 or because of the failure of CONTRACTOR to fulfill the obligations herein. Upon receipt of notice, CONTRACTOR shall immediately discontinue all services effected (unless the notice directs otherwise), and deliver to COUNTY all data, estimates, graphs, summaries, reports, and all other records, documents or papers as may have been accumulated or produced by CONTRACTOR in performing this Agreement, whether completed or in process.

1. For Convenience. COUNTY may terminate this Agreement upon thirty (30) days written notice. Following notice of such termination, CONTRACTOR shall promptly cease work and notify COUNTY as to the status of its performance.

Notwithstanding any other payment provision of this Agreement, COUNTY shall pay CONTRACTOR for service 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 effect any right or remedy which COUNTY may have in law or equity.

2. 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 this Agreement by written notice, which shall be effective upon receipt by CONTRACTOR.

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.

18. **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.

19. **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.

20. **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.

21. **TIME IS OF THE ESSENCE.** Time is of the essence in this Agreement and each covenant and term is a condition herein.

22. **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.

23. **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.

24. **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.

25. **COMPLIANCE WITH LAW.** CONTRACTOR shall, at his 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 be 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.

26. **CALIFORNIA LAW.** 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.

27. **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.

28. **AUTHORITY.** All 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.

29. **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 and Water Conservation District** and **Penfield & Smith**.

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

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

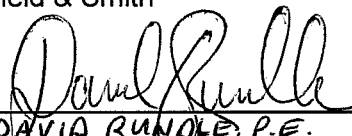
By: _____
Chair, Board of Directors

Date: _____

ATTEST:
CHANDRA L. WALLAR
CLERK OF THE BOARD

CONTRACTOR
Penfield & Smith

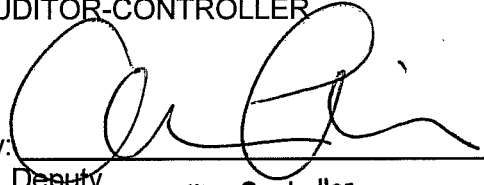
By: _____
Deputy

By: 
DAVID RUNDLE, P.E.
Title: VICE PRESIDENT

APPROVED AS TO FORM:
DENNIS A. MARSHALL
COUNTY COUNSEL

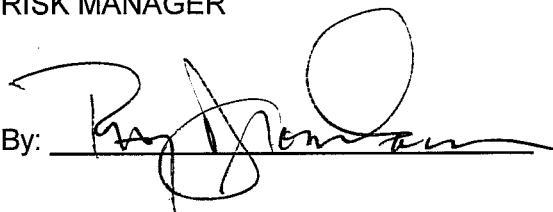
APPROVED AS TO ACCOUNTING FORM:
ROBERT W. GEIS, CPA
AUDITOR-CONTROLLER

By: 
Deputy County Counsel

By: 
Deputy
Deputy Auditor-Controller
Gregory Eric Levin
Advanced and Specialty Accounting

Dept: 054
Fund: 2560
Acct: 8700
Program: 3005

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGER

By: 

**Exhibit A
Statement of Work**



Penfield & Smith

111 East Victoria Street
Santa Barbara, CA 93101

tel 805-963-9532
fax 805-966-9801

www.penfieldsmith.com

Santa Barbara
Camarillo
Santa Maria
Lancaster

Civil Engineering

Land Surveying

Land Use Planning

Construction
Management & Inspection

Traffic & Transportation
Engineering

Transportation Planning

Structural Engineering

Water Resources
Engineering

GIS

W.O. 20643.01-.03

October 1, 2012

Mr. Tom Fayram
Santa Barbara County Flood Control and Water Conservation District
130 East Victoria Street, Suite 200
Santa Barbara, California 93101

**Subject: West Green Canyon Phase II/Unit II Channel Improvements
Proposal
Phase 1 – Unit II Channel Realignment
Phase 2 – West Green Canyon Phase II Storm Drain Extension
Phase 3 – West Green Canyon Phase II Santa Maria Levee
Penetration**

Dear Mr. Fayram:

We are pleased to submit this proposal for design of West Green Canyon Drainage Improvements. Penfield & Smith has significant experience in this area, we were involved in the design and construction of the State Water Project, Coastal Branch Phase II, Pipeline Reaches 5B and 6, which is adjacent to and parallel with the West Green Canyon and Unit II drainage facilities. Our access to the plans and experience in the area should be beneficial.

UNDERSTANDING OF PROJECT REQUIREMENTS

Our understanding of the project goals and scope are as follows:

Phase 1 – Unit II Channel Realignment

Realign the central portion of the Unit II Channel that extends from Main Street to the Santa Maria River Levee so that the abrupt changes in direction midway between these two points is removed. The channel is currently estimated to carry between a 25 to 50-year flow. This channel reach is to be analyzed to determine if the 100-year peak flow can be accommodated and if not, to determine what improvements would be necessary to bring it up to this capacity. The target channel configuration will be the containment of a 100-year peak flow rate without freeboard. Peak flow rates will be determined from previous hydrology analyses prepared and provided by the County of Santa Barbara. We understand that the channel realignment may require the relocation of an existing water well and/or related irrigation facilities and will require acquisition of right of way. The water well will be avoided, if possible. The channel structural design will conform to American Concrete Institute Code Requirements for Environmental Engineering Concrete Structures (ACE 350).

Phase 2 – West Green Canyon Phase II Storm Drain Extension

In 2004, a 60-inch diameter storm drain bleeder line was constructed northward from Stowell Road and then westward in West Main Street. Just north of West Main Street, the storm drain transitions to a 72-inch diameter pipe and discharges into the Unit II Channel. This project proposes to extend the storm drain approximately 11,000 feet to the Santa Maria River Levee. The proposed storm drain extension will run parallel to the Unit II Channel and Levees, and the State Water 42-inch diameter steel aqueduct. Just south of the Santa Maria River Levee and east of the Unit II levee is the site of the Guadalupe Turnout from the Coastal Branch Aqueduct. The turnout was constructed in structural fill and consists of a large vault, a 24-inch blowoff to the Unit II Channel, Guadalupe's 6-8 inch transmission pipeline, drainage and other site improvements.

Phase 3 – West Green Canyon Phase II Santa Maria River Levee Penetration

A 72" diameter RCP storm drain has been constructed within the levee and bulkheaded at each end in anticipation of the storm drain extension. Phase 3 proposes to extend the storm drain proposed in Phase 2 through the 72" diameter pipe in the levee and construction of an outfall structure to the Santa Maria River. Since the levee is under the jurisdiction of the U.S. Army Corps of Engineers, construction of the pipe connection and outlet structure will require a Section 408 permit from the Corps. The exact amount of effort and time involved in acquisition of a Section 408 permit approval is unknown. Since the Katrina catastrophe, levees throughout the U.S. have received heightened scrutiny. Consequently, the USACE has significantly ramped up their Levee Safety Program and the policies and guidelines continue to evolve. We have assumed approval as a minor 408 permit (as opposed to a major 408 permit). This will be determined upon submittal to and consultation with the U.S. Army Corps of Engineers. Construction in and around the levee will be in conformance with U.S. Army Corps of Engineers Engineering Manual Design and Construction of Levees (EM-1110-2-1913)

General

It is our understanding that the County would like to approach the design of Phases 1-3 as a single comprehensive project and the projects will be constructed concurrently. However, each phase shall have standalone plans and each phase shall be tracked independently for costs. A typical billing letter has been prepared and attached to this submittal for your review and approval.

It is our understanding that the County Surveyor's Office will provide detailed topographic and planimetric survey and mapping of the channel, pipelines, existing facilities, easements and property lines. Where required, easement legal descriptions, exhibits and acquisitions will be performed by the County. Additionally, the County has permitting staff, long term relationships and annual permits with many regulatory resource agencies and will take the lead on permitting requirements.

The County has provided a geotechnical report for the West Green Canyon Project prepared by Fugro West, Inc., dated April 7, 2003, for the 2004 storm drain improvements. We have solicited a proposal from Fugro and propose to subcontract their services to update the 2003 report. The update includes additional exploration along the Unit II facility between Stowell Road and the Santa Maria River Levee.



SCOPE OF WORK

For brevity and clarity we have arranged the work items common to all of the project phases under the heading "General". Items specific to each sub-project are listed in the specific project or phase below. Based on our understanding of this project, we propose the following tasks:

General – Applicable to All Phases

1. Research and Reconnaissance

- a. Coordinate with County. Meet with County Surveyors to discuss the mapping needs of the project and to provide them with a list of information that should be included in the survey. Coordinate with Flood Control officials regarding plan sheet format and style.
- b. Utility Research. Perform subsurface utility research by sending letters to utility companies, as identified by Underground Service Alert (USA), requesting facility maps. Review available construction plans such as State Water, road plans, channel and pipeline plans, etc. The information will be compiled into a utility base map for use in design. Our investigation does not include potholing, although we can provide potholing services if requested.
- c. Prepare Base Map. Prepare a base map for the project area including topographic mapping, easement and boundary information, and record utility information.
- d. Site Visit and Investigation. Conduct a site investigation to verify that the mapping and the field conditions are consistent and complete, any omissions or incongruities will be noted. A photographic record will be compiled along the alignment of the proposed channel improvements. Notes, photographs and descriptions, and other information will be compiled for future reference.
- e. Review County Data. The County has provided Penfield & Smith with a significant amount of data in the form of reports, plans and computer models. P&S will review the data and apply the data as applicable to the project.
- f. Prepare Summary Reports. Briefly summarize the approach, methods, assumptions and results used in the 30%, 60%, 90% and final design of the facility. The information from the three projects will be independent, as applicable, but compiled into a single document for completeness and ease of review.
- g. Progress Submittal. Provide copies of the work products and recommendations generated during the 30%, 60%, 90% and final design phases for review and comment.
- h. Progress and Review Meetings. Meet with the County to review 30%, 60%, 90% design and receive input and direction for the design.

2. Quality control reviews of the work products at the 30%, 60%, 90% and 100% submittals.

3. Project administration and coordination with the County and Subconsultant.



4. Assist in Bidding Process

- a. Respond to Requests for Information RFIs. Provide assistance through the advertisement and bidding phase of the project by providing clarifications to plan holder questions and assisting with contract addenda.
 - b. Pre-Bid Meeting. Prepare for and attend the Pre-bid Meeting, if applicable.
5. Reimbursable expenses, such as photocopies, FAX transmissions, postage, shipping/delivery, long-distance phone calls, prints, maps/documents.

Phase 1 – Unit II Channel Realignment

1. Concept Analysis and Design (30% Design)

- a. Lay Out Channel Alignment. Using the base map prepared in Task 1.c above, investigate alternative alignments and sections at the "offset" in the channel alignment, including a long-distance analysis of straightening out the bend extending 5,000 feet in either direction from the current offset. The alternatives will be laid out to meet the hydraulic capacity goals and requirements. The channel alignment will be evaluated with respect to right-of-way, record utility information and features such as the adjacent water well and related irrigation facilities.
 - b. Hydrologic and Hydraulic Computer Models. The County's computer model data, HEC-HMS, HEC-RAS and other data will be reviewed and assessed. As necessary, the models will be modified to be compatible with updated software releases. Model assumptions, rainfall depths, and other factors will be reviewed. Peak design flow rates will be calculated.
 - c. Prepare Hydraulic Model. Using the base map information, prepare a HEC-RAS hydraulic model of the existing Unit II Channel from the Santa Maria River to Main Street.
2. Prepare 30% Plans. Using the base map and acceptable County format, prepare plans including title sheet, plan and profile sheets, and detail sheets. It is anticipated that the project plans will be prepared using 1" = 40' scale. Preliminary Analysis and Design (60% Design)
- a. Design Channel Improvements. Refine lay out and size channel modifications to contain, if possible, a 100-year peak flow rate. Prepare plan and profile design drawings. Update HEC-RAS model to verify the design capacity. Prepare preliminary structural channel lining and erosion control calculations for the channel, as required.
 - b. Identify Right of Way Requirements. Locate proposed right of way boundaries, identify legal owners based on record information and calculate areas of potential acquisitions.
 - c. Identify New Well Site and Requirements. If relocation of the existing well is necessary, coordinate with the land owner to determine an acceptable well location and required piping alterations. Research available data on existing well, including Department of Water Resources Well Completion Report, production records, pumping test, and efficiency tests.



- d. Estimate Quantities and Costs. Calculate the quantities of earthwork, demolition, construction materials, etc. Estimate the construction cost of the proposed facilities based on local knowledge, recent bid estimates, consultation with local contractors and suppliers, and published estimating guides.
 - e. Prepare Outline Specifications. Based on the preliminary plans, list the major work items, the corresponding specification sections and outlines. It is our understanding that the County uses Caltrans specifications.
3. Final Analysis and Design (90% Design)
- a. Prepare Final Design and Calculations. Based on comments received, finalize the channel design including structural calculations, update the hydraulic model, complete well relocation, earthwork calculations, cost estimate, etc.
 - b. Finalize Plans and Details. Update plan and profiles in accordance with comments and add construction notes and details.
 - c. Finalize Specifications. Based on the updated design and project plans, prepare project specifications based on Caltrans specifications. It is our understanding that the County will provide the front end legal documents (boiler plate) and Penfield & Smith will complete the (special) technical provisions.
4. Final Submittal (100% Design)
- a. Plans, Specifications and Estimate. Finalize work products and make revisions as requested by the County.
 - b. Submit signed and sealed plans, specifications and estimates.

Phase 2 – West Green Canyon Phase II Storm Drain Extension

1. Concept Analysis and Design (30% Design)
 - a. Lay Out Pipe Alignment. Using the base map, a pipe alignment will be laid out and assessed for interferences, reasonable configurations at connection points and for constructability. Considering the difficulty in the approaches to these connection points, alternates will be investigated. Review alternative alignments with the County.
 - b. Prepare Hydraulic Model. Prepare a WSPG hydraulic model of the proposed storm drain from the Santa Maria River to Main Street. Check that a 60-inch diameter pipeline will be sufficient to convey the design flow rate. The end of the existing 72-inch RCP at West Main Street and the connection to the 72-inch RCP in the levee are fixed, so there is no latitude to change the pipe slope.
 - c. Prepare 30% Plans. Using the base map and the acceptable County sheet layouts, prepare plans including title sheet, plan and profile sheets, and detail sheets. It is anticipated that the project plans will be prepared using 1" = 40' scale.
 - d. Meet with CCWA. Meet with the County and the Central Coast Water Authority to review the project impacts to the State Water facilities and easements, if any.



2. Preliminary Analysis and Design (60% Design)

- a. Update Hydraulic Model. Update the WSPG hydraulic model of the pipeline from the Santa Maria River to Main Street to reflect design revisions.
- b. Design Storm Drain Improvements. Design geometric alignment of the storm drain line. Prepare plan and profile design drawings for storm drain.
- c. Identify Right of Way Requirements. Locate proposed right of way boundaries, identify legal owners based on record information and calculate areas of potential acquisitions.
- d. Estimate Quantities and Costs. Calculate the quantities of earthwork, demolition, pipe, manholes, etc. Estimate the construction cost of the proposed facilities based on local knowledge, recent bid estimates, consultation with local contractors and suppliers, and published estimating guides
- e. Prepare Outline Specifications. Based on the preliminary plans, develop outline specifications using Caltrans specifications.
- f. Meet with CCWA. If the proposed project impacts State Water facilities, meet with the County and the Central Coast Water Authority to review the project impacts to the State Water facilities and easements and what special provisions may be required, if any.

3. Final Analysis and Design (90% Design)

- a. Prepare Final Design and Calculations. Based on comments received, finalize the storm drain design, update the hydraulic calculations, cost estimate, etc.
- b. Finalize Plans and Details. Update plan and profiles in accordance with review comments and add construction notes and details.
- c. Finalize Specifications. Based on the final design and project plans, prepare project specifications based on Caltrans specifications. It is our understanding that the County will provide the front end legal documents (boiler plate) and Penfield & Smith will complete the (special) technical provisions.
- d. Department of Water Resources (DWR) Permit Submittal. Submit plans, specifications, calculations, reports and Department of Water Resources Permit application to the County for review and approval. Assist with Department of Water Resources permitting.

4. Final Submittal (100% Design)

- a. Plans, Specifications and Estimate. Finalize work products and make revisions as requested by the County.
- b. Submit signed and sealed plans, specifications and estimates.

Phase 03 – West Green Canyon Phase II Santa Maria River Levee Penetration

1. Concept Analysis and Design (30% Design)

- a. Lay Out Outlet Facilities. Using the base map, layout the pipe, headwall, riprap and other improvements and conceptually assessed for structural integrity, protection of levee, energy dissipation and maintenance access.



- b. Review Facility Layout with FCD. Meet with County to review facility layout and consensus with the design concept.
 - c. Corps of Engineers Permitting. Assist the County with submitting the concept design and informally meet with the Corps of Engineers to obtain preliminary comments and determine the requirements and level of review that will be required.
- 2. Preliminary Analysis and Design (60% Design)
 - a. Design Pipe and Outlet Improvements. Prepare analysis and calculations in accordance with Section 408 requirements and U.S. Army Corps of Engineers guidelines and design references (EM-1110-2-1913) . It is assumed that the design will be considered minor and can be approved by the District Engineer. If otherwise, additional scope and cost may be required. Prepare plan and profile which can be independent or included in the Phase 2 plans.
 - b. Coordinate with Corps of Engineers. Meet with the County and Corps of Engineers to review the approach, design and required submittals for the Section 408 permitting.
 - c. Quantity and Cost Estimate. Calculate the quantities of construction materials and subsidiary requirements. Prepare engineering estimate of construction cost based on local knowledge, recent bid estimates, consultation with local contractors, and published estimating guides.
 - d. Prepare Outline Specifications. Based on the preliminary plans, develop outline specifications using Caltrans specifications.
- 3. Final Analysis and Design (90% Design)
 - a. Prepare Final Design and Calculations. Based on comments received, finalize the design, hydraulic calculations, structural calculations, cost estimate, and other analysis required for the Section 408 permitting.
 - b. Finalize Plans and Details. Update plans and details in accordance with review comments and add construction notes and details.
 - c. Finalize Specifications. Based on the final design and project plans, prepare project specifications based on Caltrans specifications. It is our understanding that the County will provide the front end legal documents (boiler plate) and Penfield & Smith will complete the (special) technical provisions.
 - d. Corps of Engineers Permit Submittal. Submit plans, specifications, calculations, reports and Corps of Engineers 408 Permit application to the County for review and approval. Assist with Corps of Engineers 408 permitting.
- 4. Final Submittal (100% Design)
 - a. Plans, Specifications and Estimate. Finalize work products and make revisions as requested by the County.
 - b. Submit signed and sealed plans, specifications and estimates.

Deliverables:

- 1. Concept Analysis and Design (30% Design)
 - a. Base Maps with channel and pipe alignments - 30% Complete Plans.



- b. Summary report with calculations based on concept level plans.
- 2. Preliminary Analysis and Design (60% Design)
 - a. 60% Complete Plan Sets showing alignments, sections and major design features.
 - b. Quantity and Cost Estimates.
 - c. Outline Specifications.
 - d. Summary report.
- 3. Final Analysis and Design (90% Design)
 - a. Substantially complete plans, specifications, cost estimates and permit applications.
 - b. Summary report and calculations.
- 4. Final Submittal (100% Design)
 - a. Signed and sealed plans, specifications, estimates, calculations reports and permit applications.

SERVICES NOT INCLUDED

The following services and all other services not specifically listed herein are excluded:

- 1. Governmental and public agency fees, cost of bonds and taxes.
- 2. Title Company reports, services and fees.
- 3. Environmental review or analysis.
- 4. Surveying services of any kind.
- 5. Property appraisals and acquisitions.
- 6. Design or analysis associated with hazardous materials.
- 7. Services by consultants other than P&S, except Fugro West, Inc.
- 8. Permitting, except assistance with the Corps Section 408 permitting and Department of Water Resources as described herein.
- 9. Services beyond final design and assistance during the bidding process.

CLIENT TO PROVIDE

The County will need to provide the following items to Penfield & Smith:

- 1. Access to the site for field investigations and photographic documentation.
- 2. Topographic, boundary and easement surveying and mapping in a format compatible with AutoCAD.
- 3. Access to plans, reports, data, and correspondence relating to this project.



PROPOSED FEE AND METHOD OF PAYMENT

Our proposed services will be performed on a time and materials, not to exceed basis and shall be billed monthly at the rates then in effect. Charges for "time" include professional, technical and clerical support services provided by Penfield & Smith. "Materials" include all reimbursable expenses, such as photocopies, postage, shipping/delivery, mileage, plots, prints, maps/documents and outside consultant fees.

Based on our understanding of your requirements and our experience with similar projects, we estimate that the fee required for our services including reimbursable expenses will be:

Phase 1 – Unit II Channel Realignment	\$93,910
Phase 2 – West Green Canyon Phase II Storm Drain Extension	\$63,040
Phase 3 – West Green Canyon Phase II Santa Maria River Levee Penetration.....	\$74,837
Geotechnical Investigations	\$42,665
Total (all phases)	\$274,452

Our charges will not exceed the above fee estimate without your prior authorization. We have estimated the cost of our services based on our understanding at this time of the scope and complexity of the work. During the performance of our services, the need for additional or expanded services may be determined. We will make every reasonable effort to keep you informed of our progress and costs incurred.

ADDITIONAL SERVICES

Services performed outside the scope of this agreement require written approval prior to performance of the work. Design changes by Owner/Client or designee after the start of design shall be considered additional services. Any work requested by Owner/Client that is outside the scope of this agreement will be identified by Penfield & Smith as such, and a fixed fee or not-to-exceed amount will be agreed upon prior to the start of the additional work. Compensation for additional services shall be in accordance with Exhibit "A", Penfield & Smith's Billing Rate Schedule currently in effect.

TIME OF PERFORMANCE

Based on our current workload, we estimate that the project can be completed in accordance with the attached schedule. Significant work by Penfield & Smith cannot begin until detailed and accurate survey information is provided by the County of Santa Barbara. Note that time does not include review time by the County, CCWA/DWR and/or U.S Army Corps of Engineers.

AUTHORIZATION

Should you require additional information or wish to discuss this proposal further, please give us a call at (805) 963-9532. If the proposal is satisfactory, we assume that you will issue a Standard Agreement that we have used in the past. Our current fee schedule is attached.



Mr. Tom Fayram
October 1, 2012
Page 10

Thank you for considering Penfield & Smith for this project.

Very truly yours,

PENFIELD & SMITH



Craig A. Steward, P.E., CFM
Principal Engineer
RCE 37,253



David W. Rundle, P.E.
Vice President/Principal Engineer
RCE C48,540

Enclosures

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EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation (with attached Schedule of Fees)

- A. For CONTRACTOR services to be rendered under this contract, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed **\$ 274,452**.
- 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 **\$27,445.20**.
- 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 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 presentation.
- 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.

EXHIBIT A
PENFIELD & SMITH
BILLING RATES EFFECTIVE JANUARY 1, 2012

Engineering

Engineering Technician	\$80
Associate Technician	90
Senior Technician	100
Designer	115
Senior Designer	130
Junior Engineer	95
Assistant Engineer	115
Associate Engineer	135
Senior I Engineer	150
Senior II Engineer	165
Principal Engineer	185

Geomatics (Surveying & Mapping)

Survey Technician	\$80
Junior Surveyor	95
Assistant Surveyor	115
Associate Surveyor	130
Senior I Surveyor	150
Senior II Surveyor	160
Principal Surveyor	180
One-Man Survey Crew	\$170
Prevailing Wage	190
Two-Man Survey Crew	225
Prevailing Wage	260

Planning

Assistant Planner	105
Associate Planner	120
Senior I Planner	140
Senior II Planner	155
Principal Planner	170

Construction Management

Construction Technician	\$90
Assistant Construction Manager	115
Associate Construction Manager	130
Senior I Construction Manager	150
Senior II Construction Manager	160
Principal Construction Manager	180
Construction Inspector	\$90
Prevailing Wage	115
Senior Construction Inspector	100
Prevailing Wage	120
Chief Inspector/Owner's Representative	110
Prevailing Wage	125

General

Technical/Clerical Support	\$70
Dry Utility Coordinator	115
Special Consultant	200
<i>(Principal with specialized skills in engineering, geomatics or planning)</i>	

Expert Witness/Deposition Rates

Court appearance – flat fee \$3,300/day
 Depositions - \$400/hour including travel time
 Supplementary work – 1.5 times the regular rate

Rapid Response = Minimum charge of four (4) hours at 1.5 times the regular rate

Out-of-town Survey Crew Travel = 1/2 times regular rate

Outside Consultant..... Cost + 15%

Reimbursable Expenses Cost + 15%

In-house reimbursable expense rates available upon request.

Note: Adjustments to rates are normally made on January 1st, however, Penfield & Smith reserves the right to make adjustments at any time.

EXHIBIT C

for contracts REQUIRING professional liability insurance

INDEMNIFICATION

Indemnification pertaining to other than Design Professional Services:

CONTRACTOR shall defend, indemnify and save harmless the COUNTY, its officers, agents and employees from any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities arising out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof; including, but not limited to, any act or omission to act on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him; except those claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities resulting from the sole negligence or willful misconduct of the COUNTY.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

Indemnification pertaining to Design Professional Services:

CONTRACTOR shall defend, indemnify, and hold COUNTY, its officers, employees, and agents harmless from and against any and all claims, demands, damages, costs, expenses (including reasonable attorney's fees), judgments or liabilities that arise out of, pertain to or relate to the negligence, recklessness, or willful misconduct on the part of the CONTRACTOR or his agents or employees or other independent contractors directly responsible to him to the fullest extent allowable by law.

CONTRACTOR shall notify the COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement.

INSURANCE

Without limiting the CONTRACTOR's indemnification of the COUNTY, CONTRACTOR shall procure the following required insurance coverages at its sole cost and expense. All insurance coverages are to be placed with insurers which (1) have a Best's rating of no less than A: VII, and (2) are admitted insurance companies in the State of California. All other insurers require the prior approval of the COUNTY. Such insurance coverage shall be maintained during the term of this Agreement. Failure to comply with the insurance requirements shall place CONTRACTOR in default. Upon request by the COUNTY, CONTRACTOR shall provide a certified copy of any insurance policy to the COUNTY within ten (10) working days.

1. Workers' Compensation Insurance: Statutory Workers' Compensation and Employers Liability Insurance shall cover all CONTRACTOR's staff while performing any work incidental to the performance of this Agreement. The policy shall provide that no cancellation, or expiration or reduction of coverage shall be effective or occur until at least thirty (30) days after receipt of such notice by the COUNTY. In the event CONTRACTOR is self-insured, it shall furnish a copy of Certificate of Consent to Self-Insure issued by the Department of Industrial Relations for the State of California. This provision does not apply if CONTRACTOR has no employees as defined in Labor Code Section 3350 et seq. during the

entire period of this Agreement and CONTRACTOR submits a written statement to the COUNTY stating that fact.

2. General and Automobile Liability Insurance: The general liability insurance shall include bodily injury, property damage and personal injury liability coverage, shall afford coverage for all premises, operations, products and completed operations of CONTRACTOR and shall include contractual liability coverage sufficiently broad so as to include the insurable liability assumed by the CONTRACTOR in the indemnity and hold harmless provisions [above] of the Indemnification Section of this Agreement between COUNTY and CONTRACTOR. The automobile liability insurance shall cover all owned, non-owned and hired motor vehicles that are operated on behalf of CONTRACTOR pursuant to CONTRACTOR's activities hereunder. CONTRACTORS shall require all subcontractors to be included under its policies or furnish separate certificates and endorsements to meet the standards of these provisions by each subcontractor. COUNTY, its officers, agents, and employees shall be Additional Insured status on any policy. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each shall be included in the policies. A copy of the endorsement evidencing that the policy has been changed to reflect the Additional Insured status must be attached to the certificate of insurance. The limit of liability of said policy or policies for general and automobile liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Any deductible or Self-Insured Retention {SIR} over \$10,000 requires approval by the COUNTY.

Said policy or policies shall include a severability of interest or cross liability clause or equivalent wording. Said policy or policies shall contain a provision of the following form:

"Such insurance as is afforded by this policy shall be primary and if the COUNTY has other valid and collectible insurance, that other insurance shall be excess and non-contributory."

If the policy providing liability coverage is on a 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three years following completion of the performance or attempted performance of the provisions of this agreement. Said policy or policies shall provide that the COUNTY shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or reduction in coverage.

3. Professional Liability Insurance. Professional liability insurance shall include coverage for the activities of CONTRACTOR's professional staff with a combined single limit of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. Said policy or policies shall provide that COUNTY shall be given thirty (30) days written notice prior to cancellation, expiration of the policy, or reduction in coverage. If the policy providing professional liability coverage is a on 'claims-made' form, the CONTRACTOR is required to maintain such coverage for a minimum of three (3) years (ten years [10] for Construction Defect Claims) following completion of the performance or attempted performance of the provisions of this agreement.

CONTRACTOR shall submit to the office of the designated COUNTY representative certificate(s) of insurance documenting the required insurance as specified above prior to this Agreement becoming effective. COUNTY shall maintain current certificate(s) of insurance at all times in the office of the designated County representative as a condition precedent to any payment under this Agreement. Approval of insurance by COUNTY or acceptance of the certificate of insurance by COUNTY shall not relieve or decrease the extent to which the CONTRACTOR may be held responsible for payment of damages resulting from CONTRACTOR'S services of operation pursuant to the contract, nor shall it be deemed a waiver of COUNTY'S rights to insurance coverage hereunder.

In the event the CONTRACTOR is not able to comply with the COUNTY'S insurance requirements, COUNTY may, at their sole discretion and at the CONTRACTOR'S expense, provide compliant coverage.

The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY's Risk Program Administrator is authorized to change the above insurance requirements, with the concurrence of County Counsel, to include additional types of insurance coverage or higher coverage limits, provided that such change is reasonable based on changed risk of loss or in light of past claims against the COUNTY or inflation. This option may be exercised during any amendment of this Agreement that results in an increase in the nature of COUNTY's risk and such change of provisions will be in effect for the term of the amended Agreement. Such change pertaining to types of insurance coverage or higher coverage limits must be made by written amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of acceptance of the amendment or modification.