

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	2018-19 and 2019-20
D2.	Department Name	PW/Flood Control
D3.	Contact Person	Seth Shank
D4.	Telephone	X3443

K1.	Contract Type (<i>check one</i>):	Personal Service	Capital
K2.	Brief Summary of Contract Description/Purpose	Prepare an updated Carp Salt Marsh Maintenance EIR	
K3.	Department Project Number.....	SC8012	
K4.	Original Contract Amount	\$195,245 (\$177,495 plus contingency of \$17,750)	
K5.	Contract Begin Date	December 11, 2018	
K6.	Original Contract End Date	June 30, 2020	
K7.	Amendment? (Yes or No).....	N/A	
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	

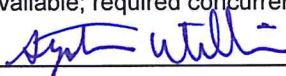
B1.	Intended Board Agenda Date	December 11, 2018
B2.	Number of Workers Displaced (<i>if any</i>)	N/A
B3.	Number of Competitive Bids (<i>if any</i>).....	N/A
B4.	Lowest Bid Amount (<i>if bid</i>)	N/A
B5.	If Board waived bids, show Agenda Date.....	N/A
	and Agenda Item Number	N/A
B6.	Boilerplate Contract Text Changed? (<i>If Yes, cite Paragraph</i>).....	Added paragraphs B and F in Exhibit B

F1.	Fund Number	2610
F2.	Department Number.....	054
F3.	Line Item Account Number.....	7460 7706
F4.	Project Number (<i>if applicable</i>)	SC8012
F5.	Program Number (<i>if applicable</i>)	3003
F6.	Org Unit Number (<i>if applicable</i>).....	
F7.	Payment Terms.....	Net 30

V1.	Auditor-Controller Vendor Number.....	615250
V2.	Payee/Contractor Name.....	Padre Associates, Inc.
V3.	Mailing Address.....	1861 Knoll Drive
V4.	City State (two-letter) Zip (include +4 if known).....	Ventura, CA 93003
V5.	Telephone Number	(805) 644-2220
V6.	Vendor Contact Person.....	Simon Poulter
V7.	Workers Comp Insurance Expiration Date	2/1/19
V8.	Liability Insurance Expiration Date	2/1/19
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: 11/16/18 Authorized Signature: 

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

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

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

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

1. DESIGNATED REPRESENTATIVE

Seth Shank at phone number (805) 568-3443 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. **Simon Poulter** at phone number (805) 644-2050 is the authorized representative for CONTRACTOR. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES

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

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

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on **December 11, 2018** and end performance upon completion, but no later than **June 30, 2020** 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.

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

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

ATTEST:

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

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

By: _____
Deputy Clerk

By: _____
Das Williams, Chair
Board of Directors

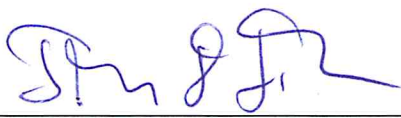
Date: _____


RECOMMENDED FOR APPROVAL:

Santa Barbara County Flood Control
& Water Conservation District

CONTRACTOR:

PADRE ASSOCIATES, INC.

By: 
Scott D. McGolpin
Public Works Director

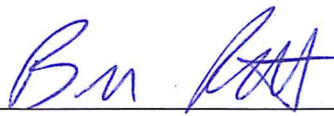
By: 
Authorized Representative


Name: Simon A. Poulter
Title: Vice President

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

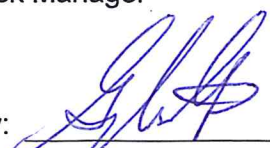
By: 
Risk Management



EXHIBIT A
STATEMENT OF WORK

October 23, 2018
Project no. 1802-3401

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

Attention: Mr. Seth Shank

Subject: Proposal to Update the 2003 Final Environmental Impact Report (EIR) for the Carpinteria Salt Marsh Enhancement Plan

INTRODUCTION

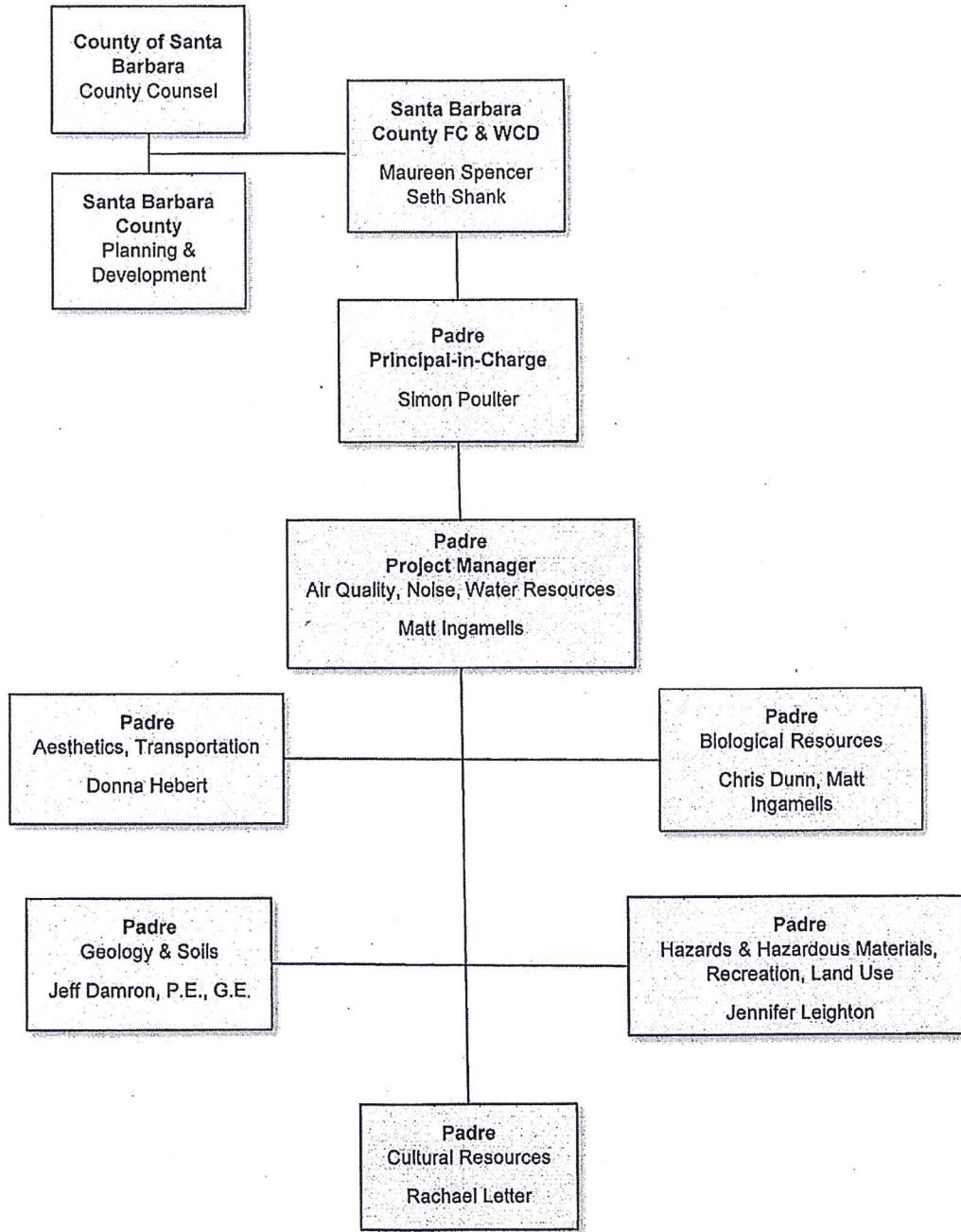
This purpose of this proposal is to respond to your Request for Proposal (RFP) received by e-mail on October 1, 2018, as clarified in our October 1, 2018 meeting in your offices. We understand the requested EIR update would address the ongoing flood control maintenance of the Carpinteria Salt Marsh as described in the 2003 Final EIR, with the following changes/additions:

- Sediment removal using a hydraulic dredge, with discharge into the surf zone.
- Ongoing dragline desilting of Santa Monica and Franklin Creeks from the end of the concrete channel, downstream approximately 1500 feet, with updated description and analysis.
- Extension of the area of sediment removal in Franklin Creek approximately 3,000 feet to the mouth of the Salt Marsh.
- A new staging/sediment stockpile area(s).
- Maintenance of the Avenue Del Mar drainage system.

STAFFING

The Padre Principal-in-Charge, Mr. Simon Poulter, will be the primary contact for project management issues for all phases of the project. However, the Padre Project Manager, Mr. Matt Ingamells will be responsible for routine EIR management and technical issues. The following Organization Chart lists Padre staff proposed to be involved in the project. Estimated hours are provided in the attached Fee Breakdown Spreadsheet.

ORGANIZATION CHART





SCOPE OF WORK

General Approach

Padre will provide the District assistance in the preparation of an updated EIR (likely a Subsequent EIR) for the ongoing implementation of the Carpinteria Salt Marsh Enhancement Plan (project), including four basic service areas:

- Project development and EIR scoping;
- Project management and coordination;
- Environmental analysis; and
- Public participation/decision-maker hearings support.

Padre will work closely with District staff throughout the duration of the environmental review process for the project. Our goal is to assist the District in preparing legally adequate environmental documentation pursuant to CEQA in an efficient and cost-effective manner. The Padre environmental review team will provide a comprehensive assessment of the potential environmental impacts associated with the proposed project. We will utilize all available data provided by District staff, as well as prior environmental analysis provided in the 2003 Final EIR and any relevant data and studies provided by the Chevron 4H Shell Mounds Disposition: Carpinteria Salt Marsh Enhancement Project Application. In addition, Padre will obtain publicly available resource data for the Marsh from sources including Andy Brooks, Director of the Carpinteria Salt Marsh Reserve.

Additionally, Padre will provide support in the public participation/document approval process with the objective of listening to, recording and considering the concerns voiced by stakeholders, as well as providing clear and concise information to the decision-makers and public relative to the environmental impacts of the project.

The proposed changes to the Enhancement Plan analyzed in the 2003 Final EIR constitutes a substantial modification of the approved maintenance activities such that a new publicly circulated EIR is warranted.

Project Development

Padre will assist the District in developing the project, including the following subtasks:

- Determination of the appropriate CEQA document;
- Development of project objectives;
- Development of an environmental baseline;
- Development of a post-CEQA permitting strategy;



- Development of alternatives in coordination with District staff, which may include differing methods of sediment removal (drag-line, hydraulic dredging, bucket excavation), sediment transport (slurry pipeline, trucking), disposal (surf zone, landfill cover, other upland sites), differing stockpile areas and possibly other methods to meet flood control objectives (berms, floodwalls, etc.); and
- Preparation and distribution of a Notice of Preparation (NOP), with project description summary and brief description of potential impacts (initial study checklist).

This task includes up to three project team meetings (or conference calls, as appropriate) to discuss and coordinate project development.

Project Description, Environmental Setting and Project Alternatives

Project Description. Upon completion of project development and receipt of NOP comment letters, Padre will prepare and submit a draft CEQA project description for review by the District. The project description will include all elements as defined in Section 15124 of the CEQA Guidelines. The project description will include the following components at a minimum:

- Identification of the project proponent and affected property owners;
- History and background on prior maintenance activity, CEQA documents and regulatory permits;
- Location description including regional and vicinity maps, watershed and Salt Marsh exhibits and assessor's parcel number(s);
- Statement of project objectives;
- List of requested actions/discretionary approvals; and agencies expected to use the EIR; and
- Detailed description of the project's technical, economic and environmental characteristics.

A final project description incorporating the District's changes to the draft will also be provided and will serve as the basis for all environmental review. Note that changes to the project description after approval by the District may result in changes to our work scope and, therefore, schedule and cost.

Environmental Setting. The environmental setting will provide a synopsis of the physical and resource conditions at the Salt Marsh and surrounding areas. More detailed setting information for each of the environmental issues will be provided in association with the issue specific environmental analyses. An important component of the environmental setting will include a description of flood control maintenance activities within the marsh and associated watershed. Such a description will allow the EIR to focus on the proposed changes with the acknowledgement of the ongoing management of the overall marsh system.



Part of the environmental setting will include defining cumulative development in the project area. The cumulative impact assessment approach may vary within the document depending on the issue area under consideration (i.e., for aesthetics the cumulative evaluation may be confined to consideration of projects within the viewsheds that would be affected by the proposed project, whereas to assess the cumulative effects to biological resources a different geographic area may be considered).

Project Alternatives. This section will present the alternatives developed during project development in greater detail, based on information provided by the District. Alternatives selection will focus on those that are feasible given regulatory and economic constraints and meet most of the basic project objectives. The goal is to meet the requirements of the State CEQA Guidelines and consider the findings of recent court decisions by identifying a reasonable range of feasible alternatives to foster meaningful responsible agency and public comment.

Administrative Draft EIR (Draft 1)

Padre Associates will prepare and submit the Administrative Draft EIR to the District, which will contain the following sections.

Introduction. Padre will prepare the EIR Introduction with input provided by the District. The Introduction will describe the purpose and legal authority of the EIR process (including a description of previous documentation from which the EIR will be tiered); and provide background on the existing routine maintenance program as well as recent emergency work. Lead, responsible, and trustee agencies will be identified and a brief summary of the environmental review and approval process will be provided.

Executive Summary. Padre will prepare the EIR Executive Summary in accordance with Section 15123 of the CEQA Guidelines. It will include the following elements:

- Summary of the project's key elements;
- A table identifying the significant effects of the project, mitigation measures and residual impact level based upon the County's CEQA Guidelines;
- Summary of areas of known controversy and comments raised during the NOP scoping process; and
- Summary of the results of the alternatives analysis which identifies the environmentally superior alternative.

Project Description. The District-approved project description will be presented along with sufficient graphics to fully identify the scope and limits of the existing Salt Marsh maintenance program and proposed changes.

Environmental Setting and Baseline. This section will provide a brief description of the existing physical and environmental conditions of the project site and surrounding areas. More detailed and focused setting information will be provided within the impact analysis section for each issue area. In addition, the baseline physical conditions to be used to determine whether an impact is significant will be identified (see Section 15125 of the State CEQA Guidelines).

Environmental Impact Analysis and Mitigation. Each environmental issue area will comprise a separate subsection and include: a discussion of the physical and regulatory setting as appropriate; existing maintenance-related impacts as identified in the 2003 Final EIR; impact assessment methodology and thresholds of significance; short-term, long-term and cumulative impacts; project-specific and cumulative mitigation measures¹; and level of significance after mitigation. The County of Santa Barbara Guidelines for the Implementation of CEQA (2008), and Environmental Thresholds and Guidelines Manual (revised 2015) will serve as guiding documents in the preparation of the ADEIR.

Based on preliminary review of the 2003 Final EIR and proposed changes to maintenance activities, environmental issue areas to be addressed in the EIR will include:

- Aesthetics;
- Air Quality/greenhouse gas emissions;
- Biological resources (terrestrial, aquatic, nearshore);
- Cultural resources;
- Geology and soils;
- Hazards and hazardous materials;
- Hydrology, water quality, flooding;
- Noise;
- Recreation;
- Transportation/traffic; and
- Land use policy consistency.

Aesthetics. This impact analysis will focus on changes in public views associated with channel dredging, new sediment stockpile areas and discharge of dredged material (hydraulic slurry and/or truck offloading) into the surf zone. A setting section will be provided discussing visual resources of the Salt Marsh, beaches and adjacent areas. The affected population will be identified and characterized with respect to visual sensitivity. Photographs of similar District sediment stockpiles and past dredging associated with emergency debris/sediment removal will be provided to identify potential changes in public views. Mitigation measures such as seasonal sediment discharge period limitations and stockpile duration limitations will be provided as appropriate.

¹ Where appropriate, Padre will update and modify existing Final EIR mitigation measures to meet current standards and/or develop new mitigation measures necessary to reduce potentially significant project-specific and cumulative impacts.



Air Quality/Greenhouse Gas Emissions. An air quality setting section will be provided, focusing on existing ambient air quality, applicable regulations and significance thresholds, and current air quality planning activities. Air pollutant emissions sources associated with maintenance activities include heavy-duty trucks, heavy equipment, cranes, dredges and fugitive dust.

Emissions will be estimated using information provided by equipment vendors, EMFAC2017 and OFFROAD emissions estimation models, and other emissions factor data bases developed by the California Air Resources Board and U.S. Environmental Protection Agency. Potential odor impacts will be assessed with regard to compliance with Santa Barbara County APCD Rule 303 (nuisance).

Peak day emissions estimates will be compared to the significance thresholds provided in the Environmental Thresholds and Guidelines Manual. The effect of implementation of existing mitigation measures provided in the 2003 Final EIR air quality impacts will be assessed and any additional mitigation measures that would further reduce impacts will be identified. Due to relatively low emissions rates, limited duration of emissions and distance to receptors, air dispersion modeling and/or health risk assessment is not proposed.

A greenhouse gas/climate change setting will be provided and include a discussion of applicable State and Federal regulations and local climate change planning efforts. Pursuant to Section 15064.4 of the State CEQA Guidelines, project-related changes in greenhouse gas emissions generated by maintenance activities will be quantified. In addition, project consistency with the County's Energy and Climate Action Plan will be discussed.

Greenhouse gas emissions associated with existing and proposed maintenance activities will be estimated using the EMFAC2017 model, OFFROAD model and California Climate Action Registry General Reporting Protocol. The recent Board-adopted 1,000 metric tons per year CO₂E bright-line threshold for industrial stationary sources does not appear to apply to the project. Therefore, we will work with the District to identify a reasonable threshold of significance.

Biological Resources. A setting section will be provided, focusing on special-status species reported from the Salt Marsh and adjacent areas. In addition, existing regulatory permit conditions related to biological resources will be summarized. Data sources will include the 2003 Final EIR, Carpinteria Salt Marsh Reserve Management Plan, data and reports provided by the Reserve manager, vegetation mapping within the Salt Marsh conducted by Padre in 2014, literature review of all biological research conducted within the Salt Marsh, California Natural Diversity Data Base, California Native Plant Society on-line inventory and focused surveys of potential impact areas by Padre biologists. Special-status species that could be affected may include Coulter's goldfields, saltmarsh bird's beak, Ventura marsh milk-vetch, Hoffmann's gooseberry, Belding's savannah sparrow, snowy plover, white-tailed kite, brown pelican, Cooper's hawk and great blue heron (nests in eucalyptus trees at the Salt Marsh). In addition, sensitive habitats may be affected by the project, including southern coastal saltmarsh and coastal wetlands.



Existing impacts associated with ongoing maintenance activities will be identified as modified by mitigation measures provided in the 2003 Final EIR. These impacts may be associated with providing access, dredging, stockpiling and discharge of sediment, such as direct mortality, habitat loss, habitat degradation, siltation of estuarine and marine habitats (beach and subtidal), reduced water quality and indirect disturbance (noise, dust, equipment activity). Impacts associated with proposed changes will be identified and discussed in the context of existing maintenance-related impacts (including potential trucking and disposal of sediments at the City beach) and additional or modified mitigation measures provided as appropriate.

Cultural Resources. A cultural resources record search will be completed to update that conducted for the 2003 Final EIR. A setting discussion will be provided including a summary of applicable regulations and a summary of the results of the updated record search. In addition, the results of monitoring conducted during installation of the Del Mar Avenue flood wall and any other monitoring of maintenance activities will be presented. Existing impacts of the ongoing maintenance program and impacts associated with proposed changes will be identified, based on implementation of existing mitigation measures provided by the 2003 Final EIR. Additional or modified mitigation measures will be provided as appropriate.

Geology and Soils. A setting discussion will be provided focusing on the geology, topography and soils of the Salt Marsh and adjacent areas, as modified by past and ongoing maintenance activity. The potential for soil erosion, changes in sediment texture at beach discharge sites, changes in nearshore sediment transport and stockpile instability will be assessed for the ongoing maintenance program and proposed changes, based on sediment composition data provided by the District and implementation of existing mitigation measures provided by the 2003 Final EIR. Additional or modified mitigation measures will be provided as needed. Potential benefits of surf zone discharge of dredged sediments to beach elevations will be qualitatively discussed, as appropriate.

Hazards and Hazardous Materials. A setting discussion will be provided focusing on metals and pesticides reported in Salt Marsh sediments, and any adjacent sites with known hazardous materials based on an environmental data records search. The potential for public exposure to hazardous materials during sediment removal, stockpiling, transport and discharge will be qualitatively assessed for the ongoing maintenance program and proposed changes. In addition, the potential for public exposure to fuels and other hydrocarbons associated with inadvertent discharge by maintenance equipment will be assessed. Additional or modified mitigation measures will be provided as appropriate.

Hydrology, Water Quality and Flooding. A setting discussion will be provided based on hydrology and water quality data provided by the District and other sources, focusing on the benefits of the ongoing maintenance program with regard to reducing flooding of land uses adjacent to the Salt Marsh. The setting will also provide a regulatory setting including the Central Coastal Basin Water Quality Control Plan and California Ocean Plan, and a discussion of beneficial uses and impaired waters of the Salt Marsh watershed. In addition, a summary of water quality monitoring conducted during past maintenance events will be provided. The following potential impacts will be addressed:

- Changes in flood water elevations and potential flooding of adjacent land uses associated with proposed changes in maintenance practices, based on data provided by the District;
- Changes in water circulation within the Salt Marsh associated with proposed changes in maintenance practices, based on a qualitative assessment of changes in channel cross-sectional area;
- Ocean water quality degradation associated with surf zone discharge of dredged sediments (hydraulic slurry and/or truck offloading), based on sediment composition data provided by the District and a literature review of similar dredging projects. No additional discharge modeling is proposed at this time; however, direct observations of previous discharges will be used to address potential impact footprints;
- Potential for siltation of nearshore marine habitats in the immediate vicinity of the dredge discharge, based on sediment composition data provided by the District and a literature review of similar dredging projects;
- Potential for siltation of the Carpinteria Reef and other hard bottom marine habitats based on available local ocean current data and literature review of similar dredging projects; and
- Potential to adversely affect beneficial uses of surface waters identified in the Water Quality Control Plan.

Additional or modified mitigation measures will be provided as appropriate, including an updated sampling and analysis plan to be implemented during discharge of dredged material in the surf zone. In addition, development and implementation of a site-specific emergency spill containment plan may be considered as mitigation.



Noise. A setting section will be provided discussing the characteristics of noise propagation and attenuation, Santa Barbara County and City of Carpinteria noise standards and the results of noise measurements (to be conducted by Padre) at noise-sensitive receptors near the Salt Marsh. Peak hour (Leq) and 24-hour (CNEL) noise generated by maintenance activities at noise-sensitive receptors will be estimated using equipment spreads provided by the District, the Roadway Construction Noise Model and baseline noise measurements. If feasible, based on the project schedule, we will conduct noise monitoring while channel maintenance is in progress (at the Salt Marsh or another representative flood control facility) to provide noise model inputs. Estimated maintenance-related noise (including proposed changes to maintenance activities such as trucking and disposal of sediments at the City beach) will be compared to County and City standards (as appropriate) to determine significance. Additional or modified mitigation measures will be provided as appropriate.

Recreation. A setting section will be provided discussing the recreational uses and facilities in the project area, including nearby beaches, the Salt Marsh Nature Park and passive authorized recreation within the Salt Marsh (nature study, bird watching). The impact analysis will focus on reduced beach access and loss of recreational opportunities associated with transportation (truck traffic and/or slurry pipelines) and discharge of dredged material (hydraulic slurry and/or truck offloading) in the surf zone. Mitigation measures will be provided as appropriate, potentially including limitations on the location, duration and area of surf zone discharge.

Transportation. A setting section will be provided discussing the general characteristics of potentially affected roadways, and existing traffic volumes and level of service (if available). Potential truck routes associated with maintenance equipment transportation and trucking of sediments (as appropriate) will be identified. Project-related peak day and peak hour truck trips will be estimated based on information provided by the District. The impact analysis will be focused on the project-related increase in truck trips on affected roadways as well as traffic safety associated with trucks entering, using and possibly queuing on Carpinteria Avenue and other City streets. The mitigation measure provided in the 2003 Final EIR will be modified or augmented as appropriate.

Policy Consistency Analysis. The EIR will include a policy consistency analysis to update Section 5 of the 2003 Final EIR, and address proposed changes to maintenance practices. Plans to be considered include the California Coastal Act, Santa Barbara County Coastal Land Use Plan, Santa Barbara County Comprehensive Plan, Energy and Climate Action Plan, Coastal Zoning Ordinance, Carpinteria Salt Marsh Reserve Management Plan and City of Carpinteria General Plan/Local Coastal Plan.

Notice of Availability (NOA) and Distribution List. As requested in the RFP, Padre will prepare a draft NOA and distribution list for review by the District. The District will be responsible for distribution of the NOA.



Preliminary Draft and Draft EIR

Padre will prepare and submit the Preliminary Draft EIR to the District and the Planning & Development Department, which will incorporate changes to the Administrative Draft EIR determined necessary by the District during the administrative review. Our proposal accounts for two revisions to the Administrative Draft EIR to produce a Preliminary Draft and Draft EIR. Our scope and fee is based on the assumption that all comments will be compiled into one volume before submittal to Padre. It is understood that the Draft EIR (after the two rounds of revision) may require some further minor revisions and refinement before printing. Padre will be responsible for generating electronic copies and hard copies of the Preliminary Draft and Draft EIR, and mailing copies of the Draft EIR to the District-approved distribution list.

Written Summary of Comments at the Public Hearing on the Draft EIR

The Padre Principal-in-Charge and Project Manager will attend one public hearing on the Draft EIR. During this hearing, notes will be taken. Utilizing our notes and the speaker cards or list of speakers in order of presentation, assumed to be provided to Padre by the District, Padre will prepare a written summary of oral comments provided at the hearing. This proposal assumes that no more than 50 original comments will need to be summarized. Repeat comments, if any, will be referenced to the first instance of the comment by speaker name and comment number.

Responses to Comments on the Draft EIR

As comments are received during the Draft EIR review phase they will be forwarded by the District to Padre for response including as necessary additional analysis as approved and directed by the District. Upon completion of the minimum 45-day public review period and receipt of all comments on the Draft EIR, Padre will prepare written responses to oral and written comments on the Draft EIR and make any necessary revisions to the text.

All changes to the text will be noted with underlining and strikeout. It is anticipated that collaboration with the District will be an integral part of developing the response approach. The comment letters will be incorporated into the document and comment numbers added in the margins if not already provided. The proposal assumes that no more than 20 letters with a total of 50 unique comments will require response, in addition to the oral comments. If more than the anticipated number of comments require response, Padre can provide this additional service if requested by the District.

Proposed Final EIR (Draft 1)

Upon receipt of comments from the District on the responses to comments on the DEIR Padre will prepare a Proposed Final EIR, which incorporates any text revisions and analysis needed to respond to comments.

Proposed Final EIR (Draft 2)

It is anticipated that the Proposed Final EIR will require final refinement/revision prior to printing. Padre will be responsible for generating electronic copies and hard copies of the



Proposed Final EIR; and mailing copies of the Proposed Final EIR to the District-approved distribution list.

Findings, Overriding Considerations and Mitigation Monitoring and Reporting Plan

In accordance with CEQA Guidelines Sections 15091 and 15093 respectively and the County's CEQA Guidelines, Padre will prepare draft CEQA findings and a Statement of Overriding Considerations (if required) including supporting statement of facts from the EIR in coordination with the District. The CEQA findings and Statement of Overriding Considerations (if required) will be finalized following receipt of District comments. Pursuant to Section 15097 of the CEQA Guidelines, Padre will prepare a Mitigation Monitoring and Reporting Plan for adoption during the project approval process.

Board Hearing

The Padre Principal-in-Charge and Project Manager will attend the Board hearing regarding adoption of the Proposed Final EIR. Padre will be responsible for preparation of any project summaries and/or graphics required for the hearing.

Final EIR

After final decision-maker action on the Proposed Final EIR, Padre will prepare the Final EIR, which will include any modifications as requested by the decision-makers and District staff.

FEE PROPOSAL

Budget Estimate

Padre proposes to provide the scope of work as described herein for a cost not-to-exceed \$177,495, not including a 10 percent contingency (\$17,750) in accordance with our 2018 Standard Fee Schedule (attached). Attachment A provides a breakdown of costs by task and identifies the billing rates for staff responsible for each task. Hourly rates are inclusive of salary, administrative expense, overhead expense and profit. Attachment A includes the initials of project team members by labor classification. The following is a list of project team members and initials as used in Attachment A.

SP – Simon Poulter

MI – Matt Ingamells

CD – Chris Dunn

JD – Jeff Damron

DH – Donna Hebert

RL – Rachael Letter

JL – Jennifer Leighton

Preferred Schedule of Payment

Padre's preferred schedule of payment is a monthly Net 30 (payment due in full on or within 30 calendar days) basis.



PROJECT SCHEDULE AND DELIVERABLES

The following list of deliverables and project schedule is based upon the RFP, but has been modified to be consistent with the scope of work and past work conducted for the Public Works Department.

Table 1. Schedule of Deliverables

Deliverable	Format and Number of Copies	Schedule
Project Description, Environmental Setting and Project Alternatives	Electronic files in WORD and pdf format	Within 10 working days after completion of the Project Development task
Administrative Draft EIR	Three hardcopies, electronic files in WORD and pdf format	Within 90 working days of approval of the Project Description
Preliminary Draft EIR	Three hardcopies, electronic files in WORD and pdf format	Within 15 working days after receipt of the District's final comments on the Administrative Draft EIR
Draft EIR	17 hardcopies and up to 50 CDs with electronic files in WORD and pdf format	Within 15 working days after receipt of the County's final comments on the Preliminary Draft EIR
Written Summary of Comments at the Public Hearing on the Draft EIR	Three hardcopies, electronic files in WORD and pdf format	Within 10 working days after the public hearing
Responses to Comments on the Draft EIR	Three hardcopies, electronic files in WORD and pdf format	Within 15 working days after receipt of all comments on the Draft EIR
Proposed Final EIR (1 st Draft), draft CEQA Findings, and Statement of Overriding Considerations	Three hardcopies, electronic files in WORD and pdf format	Within 20 working days after receipt of the District's final comments on the responses to comments on the Draft EIR
Proposed Final EIR (2 nd Draft), final CEQA Findings, and Statement of Overriding Considerations	3 hardcopies and electronic files in WORD and pdf format	Within 15 working days after receipt of the District's final comments on the Proposed Final EIR (1 st Draft)
Final EIR	17 hardcopies and electronic files in WORD and pdf format	Within 15 working days after final decision-maker action



Submittal Statement

The contents of this proposal, including the Fee Proposal remains effective for a period of not less than ninety (90) days from the date of the proposal.

* * *

Should you have any questions concerning our scope of work or fee, please contact me at 805/644-2220 ext. 13 at your earliest convenience.

Sincerely,
Padre Associates, Inc.

A handwritten signature in black ink, appearing to read "Simon Poulter".

Simon Poulter
Principal

A handwritten signature in black ink, appearing to read "Matt Ingamells".

Matt Ingamells
Project Manager

Attachments: Fee Breakdown Spreadsheet
2018 Standard Fee Schedule

Attachment A
Fee Proposal for the Carpinteria Salt Marsh Enhancement Plan EIR Update

Tasks	Time (Hours)	Cost	Principal Professional SP \$160	Senior Professional MI, JD \$130	Project Professional DH, CD, JL, RL \$110	Word Processing \$60	Graphics \$70
Project Development, NOP, IS Checklist	90	\$10,200	8	32	32	2	16
Project Description, Setting, Alternatives	66	\$7,520	6	40		4	16
Administrative Draft EIR							
<i>Executive Summary</i>	45	\$5,200	1	20	20	4	
<i>Introduction</i>	8	\$1,040		8			
<i>Environmental Impact Analysis</i>							
<i>Aesthetics</i>	41	\$3,820			24	1	16
<i>Air Quality/Greenhouse Gas Emissions</i>	56	\$6,900		50		2	4
<i>Biological Resources</i>	70	\$7,680		20	40	2	8
<i>Cultural Resources</i>	35	\$3,640		4	24	1	6
<i>Geology & Soils</i>	41	\$5,260		40		1	
<i>Hazards & Hazardous Materials</i>	39	\$4,120		2	32	1	4
<i>Hydrology, Water Quality & Flooding</i>	70	\$8,080		40	20	2	8
<i>Noise</i>	27	\$3,320		24		1	2
<i>Recreation</i>	38	\$3,990		1	32	1	4
<i>Transportation & Traffic</i>	35	\$3,840		2	32	1	
<i>Land Use Policy Consistency</i>	26	\$2,830		1	24	1	
<i>Growth Inducement</i>	9	\$980		2	6	1	
<i>Other Environmental Issues</i>	19	\$2,080		2	16	1	
<i>Other Sections</i>	37	\$4,420		20	16	1	
<i>Alternatives</i>	98	\$11,140		52	30	4	12
Preliminary Draft EIR	92	\$10,280	8	40	20	8	16
Draft EIR	56	\$6,200	2	28	12	6	8
Reproduction & Mailing Draft EIR	16	\$1,380		6		10	
Written Summary of Comments	28	\$3,020		2	24	2	
Response to Comments on Draft EIR	92	\$11,120	8	40	40	4	
Proposed Final EIR (1st Draft)	86	\$9,240	2	40	18	8	18
Proposed Final EIR (2nd Draft)	51	\$5,680	1	24	16	6	4
Findings, Statement of Over. Cons. & MMRP	35	\$4,200	1	20	12	2	
Reproduction & Mailing Proposed Final EIR	14	\$1,260		6		8	
Final EIR	68	\$8,300	8	40	12	6	2
Meetings & Hearings (assumed four)	44	\$5,600	12	24			8
Project Management	40	\$5,500	10	30			
Padre Staff Hours	1472	\$167,840	67	660	502	91	152

Expenses	
Travel (meetings, field work)	\$800
Printing & Mailing NOP	\$300
Printing ADEIR & DEIR	\$2,400
Mailing DEIR	\$500
Printing Proposed FEIR (2 drafts) & Final EIR	\$4,000
Mailing Proposed FEIR	\$500
General Administrative	\$1,155
Subtotal Direct Charges	\$9,655

Notes:
(20 hard copies)
(20 hard copies, 50 CDs)
(17 hard copies, 50 CDs)
(37 hardcopies, 60 CDs)
(17 hard copies, 30 CDs)

Total Cost **\$177,495**

Cost Plus 10% Contingency **\$195,245**

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 **\$177,495**.
- 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 **\$17,750**.
- 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>.

2018 STANDARD FEE SCHEDULE

2018 STANDARD FEE SCHEDULE

PROFESSIONAL SERVICES

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

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

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

OTHER DIRECT CHARGES

Subcontracted Services.....	Cost Plus 15%
Outside Reproduction.....	Cost Plus 15%
Travel, Subsistence, and Expenses.....	Cost Plus 15%
SCUBA Charge	\$ 100/day
Vehicle	\$ 80/day
Photoionization Detector	\$ 120/day
Nuclear Density Gauge	\$ 85/day
Automobile Mileage	\$ 0.85/mile

EXHIBIT C

Indemnification and Insurance Requirements (For Professional Contracts)

INDEMNIFICATION

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

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

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

INSURANCE

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

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

B. Other Insurance Provisions

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

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

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

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

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

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