

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	2017-18
D2.	Department Name	Water Agency
D3.	Contact Person	Matt Young
D4.	Telephone	X3546

K1.	Contract Type (<i>check one</i>):	Personal Service	Capital
K2.	Brief Summary of Contract Description/Purpose	To develop County-wide Integrated Stormwater Resource Plan	
K3.	Department Project Number.....	WA8243	
K4.	Original Contract Amount	\$508,409 (\$462,190 plus \$46,219 contingency)	
K5.	Contract Begin Date	July 18, 2017	
K6.	Original Contract End Date	June 30, 2017	
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.....	\$	
K11.	- Total Previous Amendment Amounts.....	\$	
K12.	- Revised Total Contract Amount	\$	

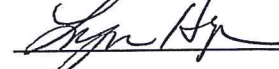
B1.	Intended Board Agenda Date	July 18, 2017
B2.	Number of Workers Displaced (<i>if any</i>)	N/A
B3.	Number of Competitive Bids (<i>if any</i>).....	N/A
B4.	Lowest Bid Amount (<i>if bid</i>)	N/A
B5.	If Board waived bids, show Agenda Date.....	N/A
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (<i>If Yes, cite Paragraph</i>).....	Added paragraphs C and F in Exhibit B and amended Exhibit C (approved by Risk Management)

F1.	Fund Number	3050
F2.	Department Number.....	054
F3.	Line Item Account Number.....	7460
F4.	Project Number (<i>if applicable</i>)	WA8243
F5.	Program Number (<i>if applicable</i>)	3007
F6.	Org Unit Number (<i>if applicable</i>).....	
F7.	Payment Terms.....	Net 30

V1.	Auditor-Controller Vendor Number	313257
V2.	Payee/Contractor Name.....	Geosyntec Consultants
V3.	Mailing Address.....	900 Broken Sound Parkway, STE 200
V4.	City State (two-letter) Zip (include +4 if known).....	Boca Raton, FL 33487
V5.	Telephone Number	(805) 979-9125
V6.	Vendor Contact Person	Brandon Steets
V7.	Workers Comp Insurance Expiration Date	4/1/18
V8.	Liability Insurance Expiration Date	4/1/18
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: 6/21/17 Authorized Signature: 

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the **Santa Barbara County Water Agency**, a political subdivision of the State of California (hereafter COUNTY) and **Geosyntec Consultants** with an address at 924 Anacapa Street, Santa Barbara 93101 (hereafter CONTRACTOR) wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

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

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

1. DESIGNATED REPRESENTATIVE

Matt Young at phone number (805) 568-3546 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Brandon Steets at phone number (805) 979-9125 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 Water Agency, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101
To CONTRACTOR:	Mr. Brandon Steets, Geosyntec Consultants, 924 Anacapa Street, Santa Barbara, CA 93101

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

3. SCOPE OF SERVICES

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

4. TERM

CONTRACTOR shall commence performance on July 18, 2017 and end performance upon completion, but no later than June 30, 2019 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

In full consideration for CONTRACTOR's services, CONTRACTOR shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference. Billing shall be made by invoice, which shall include the contract number assigned by COUNTY and which is delivered to
(Co of SB Std Terms Ver 1-01-2014) Agreement, Page 1

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 Water Agency** and **Geosyntec Consultants**.

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 Water Agency

**SANTA BARBARA COUNTY WATER
AGENCY**

By: _____
Deputy Clerk

By: _____
Joan Hartmann, Chair
Board of Directors


Date: _____

RECOMMENDED FOR APPROVAL:


Santa Barbara County Water
Agency

CONTRACTOR:

Geosyntec Consultants

By: 

Scott D. McGolpin
Public Works Director

By: 

Authorized Representative

Name: Brandon Steets
Title: Sr. Principal

APPROVED AS TO FORM:

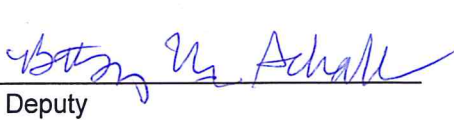
Michael C. Ghizzoni
County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 

Deputy County Counsel

By: 

Deputy

APPROVED AS TO FORM:

Ray Aromatorio ARM, AIC
Risk Manager

By: 

Risk Management



PROJECT WORK PLAN

Task 1 - Project Management

Task 1.1 – Project Administration

Based on discussions with the County Contract Manager (Grant Manager), the PM will develop a Project Administration Plan (PAP) to support project completion within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations. The PAP will identify and summarize task leads and key personnel, scheduled internal team coordination meetings, a framework for regular communication with the Grant Manager and other entities, and a finalized budget and schedule, including deliverable milestones. The PAP will be referred to in bi-monthly progress reports and updates to the plan will be made, as necessary.

As prescribed in our Corporate Quality Management Plan (QMP), all projects are executed with multiple levels of quality control including pre-project planning tools, peer review and senior review, that are integral parts of Geosyntec's culture. Accordingly, all staff members are trained to follow specific Workflow Guidance Procedures to help them efficiently plan project tasks, assess potential risks, and avoid recognized hazards. Through experience with similar plans and municipal stormwater projects, the PM is well-versed in the concurrent deadlines, deliverables, and detailed budget tracking necessary to maintain cost accountability and transparency for a project of this scale.

Task 1.2 – Meeting Notification

The PM will notify the Grant Manager and the State Water Board Grant Manager at least fifteen (15) working days prior to TAC, stakeholder, or public outreach meetings.

Task 1.3 – Project Schedule

Based on lessons learned through previous SRPs and functionally equivalent watershed plans, we have developed a detailed project schedule to meet SRP Guidelines and Water Code requirements, as well as commitments in the state contract, that aligns with the Important Dates identified in the RFP (see Understanding of Schedule Section below). As part of the PAP development, the PM will coordinate with the Grant Manager to refine this schedule as needed, and transfer to a format preferred by the Grant Manager.

Task 1.4 – Grant Manager Status Meetings

Regular interactions between the PM and the Grant Manager will be essential to maintain the project direction established by the TAC. At minimum, there will be bimonthly (unless otherwise agreed upon during the development of the PAP) conference calls or in-person meetings with the Grant Manager to review progress, discuss questions or other project issues/challenges, and review preliminary results. Other meetings will be held as needed. The Geosyntec Team will provide brief meeting notes, including project status updates, for each meeting. We routinely assist public agencies on state grant funded projects, supporting their adherence to reporting requirements of the State Water Board, and it will be an expected duty of the PM to assist the Grant Manager in this capacity.



Task 2. Technical Advisory Committee

Task 2.1 – Establish a Technical Advisory Committee

As the overseers, implementers, and recipients of the SRP, the TAC's insight and direction will be critical to the long-term success and sustainability of the SRP. At regularly scheduled meetings and through email communication, the Geosyntec Team will present the TAC with important decisions and identify and solicit necessary data. The Geosyntec Team will draw upon relationships built through extensive related project experience (e.g., LPR Model) to establish a TAC comprised of invested members to oversee the development of the SRP. The TAC will include representatives from the State Water Board, Regional Water Board, the Cooperating Entities, identified stakeholders, and other interested parties (see the list as part of Attachment 4 of the Grant Application). Each member will represent specific interests and will be critical in both soliciting and conveying the perspectives of similar entities to the TAC, and in communicating important information to their partners. Once TAC members have been identified, the Geosyntec Team will draft a memo for submittal to the Grant Manager introducing TAC members and their roles/responsibilities, and compiling their commitment letters. We understand the importance of maintaining trust of the entire TAC, and of communicating information as clearly and efficiently as possible.

Task 2.2 – TAC Kickoff Meeting

A TAC kick-off meeting will be held to establish the project goals and objectives and to identify the roles of the Geosyntec Team, the Grant Manager, and the TAC. The agenda will include a summary of initial data needs and the project schedule. During the meeting, project milestones and critical paths will be discussed and agreed upon.

In preparation for the TAC kick-off meeting, a draft Project Assessment and Evaluation Plan (PAEP) will be developed to outline the goals of the SRP development and track progress toward meeting them. The PAEP will be a spreadsheet-based tool distributed to TAC members to enable them to provide updates about time contributed toward SRP development (for in-kind time matching) and to record milestones achieved. This tool will be used to verify that all SRP development goals have been met and used during final project performance reporting to the State Water Board.

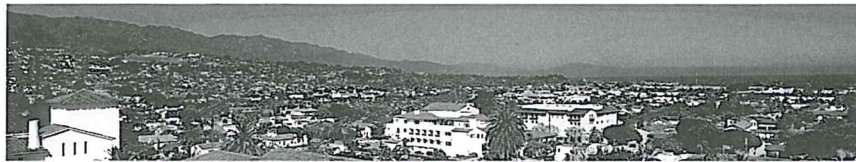
Task 2.3 – TAC Progress Meetings

The PM, with other Geosyntec Team members (as appropriate), will lead four TAC Progress meetings scheduled at critical milestones (see the Understanding of Schedule Section) to provide updates on the development of the SRP (as described in Sections 3-6) and to solicit input and feedback. In advance of each meeting, a presentation, agenda, and relevant handouts will be developed and distributed to the TAC.

Task 3. Data Collection and Watershed Identification

Task 3.1 – Review Existing Data

The Geosyntec Team, in coordination with the TAC, will gather and review all existing and available reports and data sets (e.g., hydrology studies, Program Effectiveness Assessment and Improvement Plans (PEAIP), IRWMP plans, planning documents, urban water management plans,



TMDLs, TMDL WAAPs, Sustainable Groundwater Management Act- Groundwater Sustainability Plans (GSPs), and receiving water, groundwater, and MS4 outfall monitoring data) to identify potential projects in each watershed that may be capable of achieving the SRP goals. In addition, the data will be reviewed to identify possible locations where SRP project implementation should be prioritized (i.e., public parcels draining high priority catchments identified by the LPR model, or highly infiltrative parcels where groundwater recharge will directly replenish a water supply aquifer). Because of our past work, knowledge of local watersheds and stormwater projects, and familiarity with available datasets, we have already identified several high priority subwatersheds and potential project locations, which can form an initial list of candidate opportunities. **The Geosyntec Team has also already developed an annotated list and reviewed many of the applicable reports and datasets, allowing us to hit the ground running and quickly and efficiently complete this task.** A final annotated list will be submitted to the Grant Manager.

Task 3.2 Watershed Characterization

The Geosyntec Team will expand upon our existing watershed characterization and mapping conducted as part of the Grant Application and LPR Model development processes, to comprehensively address the nine plan elements in the Watershed Identification section of the SRP Self Certification Checklist. These elements include:

- **High priority subwatersheds or subcatchments within the SRP study boundary:** these areas will be identified based on priorities outlined by the TAC, including water quality compliance, water supply replenishment, or other areas targeted for flood management, community, or environmental benefit prioritization;
- **Applicable internal boundaries:** these boundaries may include municipalities, water/wastewater service areas, land use agencies, groundwater basin boundaries, groundwater aquifer boundaries, and other relevant boundaries selected by the TAC;
- **Existing water quality and regulatory priorities:** the existing water quality and regulatory priorities will be summarized including TMDL and MS4 Permit priorities, as well as 303(d) listed impaired waterbodies;
- **Water suppliers and potable water supply source areas:** these suppliers include Carpinteria Valley Water District, Goleta Water District, Montecito Water District, City of Lompoc, City of Solvang, City of Buellton, Santa Ynez River Water Conservation District, Santa Ynez River Water Conservation District, ID #1. Their jurisdictional boundaries will be mapped and confirmed as part of this effort; and
- **Disruptions to existing natural processes:** watershed processes such as surface runoff, infiltration, and interflow will be identified. The existing disruptions to these processes will be described and quantified (when feasible) including, but not limited to, impervious surfaces resulting from development, compacted soils from increased sediment deposition, and non-native and invasive plant introduction.

During the Grant Application process (See Figures 1-6 of the Grant Application) and the development of the LPR Model, **the Geosyntec Team has already initiated many of the elements described above, thus resulting in significant cost savings due to familiarity with available GIS files and compiled datasets.** We will submit a technical memo and maps



describing the SRP planning area per the nine plan elements of the SRP Guidelines to the Grant Manager.

Task 4. Storm Water Resource Plan Development

Task 4.1 - SRP Outline

The Geosyntec Team will draft an annotated SRP outline with a structure based on preferences of the Cooperating Entities and to match the SRP Self Certification Checklist so that State Water Board staff can clearly review the document with respect to the requirements and recommendations. **The Geosyntec Team has a proven track record in successfully developing similar high quality stormwater planning documents** that include technical modeling results, regulatory issues, BMP design and implementation information, stakeholder input, adaptive management, and monitoring considerations. A draft SRP outline will be presented at the TAC kickoff meeting for discussion, and the annotated SRP outline will be submitted to the Grant Manager for review and approval.

Task 4.2 – SRP Development Updates

The content of the SRP will be developed and described in technical memos for submittal to the Grant Manager and TAC (during the progress report presentations), as discussed in Sections 3.1, 3.2, 4.3-4.6, and 5. These technical memos will then be integrated into the SRP, based on the approval annotated outline, as described in Task 4.6 below.

Task 4.3 - Develop SRP Strategies to Address Water Quality Compliance Requirements

Based on the Geosyntec Team's previous local field investigations of pollutant sources, knowledge of common pollutant sources, and the reports and data sets reviewed in Task 3, the Geosyntec Team will draft a memo identifying the existing sources that likely contribute pollution or are believed to be impairing the beneficial uses of local receiving waters. The memo will include a summary of how the projects will be identified and prioritized based on their potential to achieve significant load reduction for the key pollutants of concern that are applicable to each watershed, to maximize water quality compliance benefit. The strategies outlined in this memo will be expanded upon during later tasks to include quantification of water quality benefits for the proposed SRP projects, which can be useful for comparison with applicable TMDL requirements.

Task 4.4 - Quantitative Identification, Prioritization, and Analysis of Multiple Benefit Projects Modeling Tools and Quantitative Methodologies Evaluation and Selection

The Geosyntec Team will draw upon extensive watershed planning and modeling expertise (and in many cases, developing new modeling tools to fill critical need gaps) to evaluate a variety of potential approaches and models suitable for conducting the metrics-based benefit analysis and prioritization of projects including, but not limited to: the Excel spreadsheet-based LPR Model, Structural BMP Prioritization and Analysis Tool (SBPAT), EPA's Storm Water Management Model (SWMM), and Stormwater Tool to Estimate Load Reduction (TELRL). Each model will be evaluated based on availability of required input data, cost-effectiveness, ease of use, functionality and accuracy relative to SRP Guidelines, and ability for the Cooperating Entities to consistently evaluate new projects after completion of the SRP. A technical memo will be provided to summarize this evaluation process.



Parcel Identification

The Geosyntec Team will provide draft criteria to screen publicly owned parcels on a watershed basis, based on the potential to capture and infiltrate or reuse runoff. The criteria and preliminary parcel screening results will be submitted to the TAC for review in the form of PDF maps, GIS shapefiles, or Google Earth kmz files, depending on TAC preferences. Site-specific input from owning jurisdictions, as solicited and consolidated by the TAC, as well as insight from desktop analysis using Google Earth (to consider existing surface features/uses at key sites), will also be integrated during this final parcel screening. As an example demonstration, Geosyntec’s criteria from the Ventura County SWRP were applied to Santa Barbara County to identify a preliminary set of public parcels free of known implementation constraints and where stormwater capture may be feasible. Results for a portion of the County are shown in Figure 1. This preliminary screening identified 219 County-wide public parcels that meet typical opportunity criteria for stormwater capture project siting.

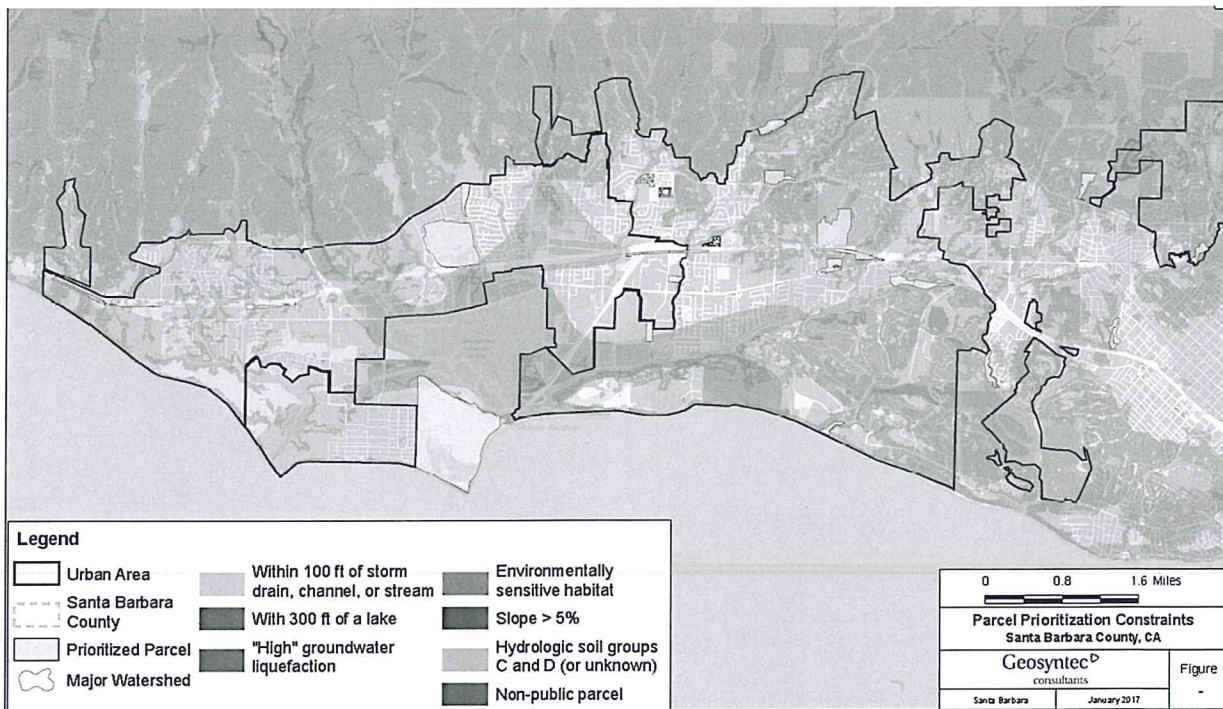


Figure 1: Initial public parcel screening results for the Goleta area, using typical opportunity/constraint screening criteria, demonstrating the Team’s readiness to begin the SRP analysis

Parcel Prioritization

Parcels identified for BMP consideration will be evaluated by the Cooperating Entities with guidance from the Geosyntec Team as needed. The parcel prioritization will likely vary based on watershed or jurisdiction to incorporate specific priorities (e.g., one area may prioritize a parcel based on infiltration potential if targeting groundwater recharge, or another may prioritize based on proximity to water demand if targeting capture-use projects). Based on these local priorities, an individualized scoring system will be applied to assign multi-benefit prioritization scores for each parcel. This is one of the ways that the Geosyntec Team can account for multiple priorities and reflect diverse goals. For instance, water quality-based scores can reflect existing LPR model



catchment prioritizations, and a similar approach can be used to score parcels based on water supply benefit.

Conceptual Project Identification

At least eighteen (18) projects (with the final number to be based on available budget) will be identified from the high priority parcels based on coordination with Cooperating Entities, and may include potential projects already identified (e.g., detention basin retrofits). Each conceptual project will include a specific BMP type and footprint based on preferences of the Cooperating Entities, cost-effectiveness of achieving water quality or supply goals, site-specific constraints and other local considerations.

Conceptual Project Development and Analysis

The Geosyntec Team will conceptually design and model at least nine (9) projects¹ identified in the previous task to quantify the water quality and water supply benefits as outlined in the SRP Guidelines. Geosyntec has supported many agencies in the development of BMP and LID design manuals, including the City of Santa Barbara, County of Ventura and the CASQA, demonstrating our leadership in this field. These manuals, along with the County Technical Guide for Compliance with Stormwater PCRs, will be referenced in developing conceptual design details (e.g., footprint, depth, side slopes, infiltration rate, pipe sizes) for each project. The Geosyntec team will engage in discussions with the Santa Barbara County Public Health Department regarding requirements for stormwater use projects (e.g., water quality treatment, onsite versus offsite uses, etc). If selected, the LPR Model, pre-loaded with publicly available geospatial and precipitation datasets, will use these design details to quantify the expected benefits (See the INNOVATION AND ADVANCED TECHNIQUES section for more information).

¹ It is assumed that the conceptual design and modeling inputs (e.g. tributary area, BMP footprint area, etc.) for the other projects will be provided by each owning-jurisdiction.



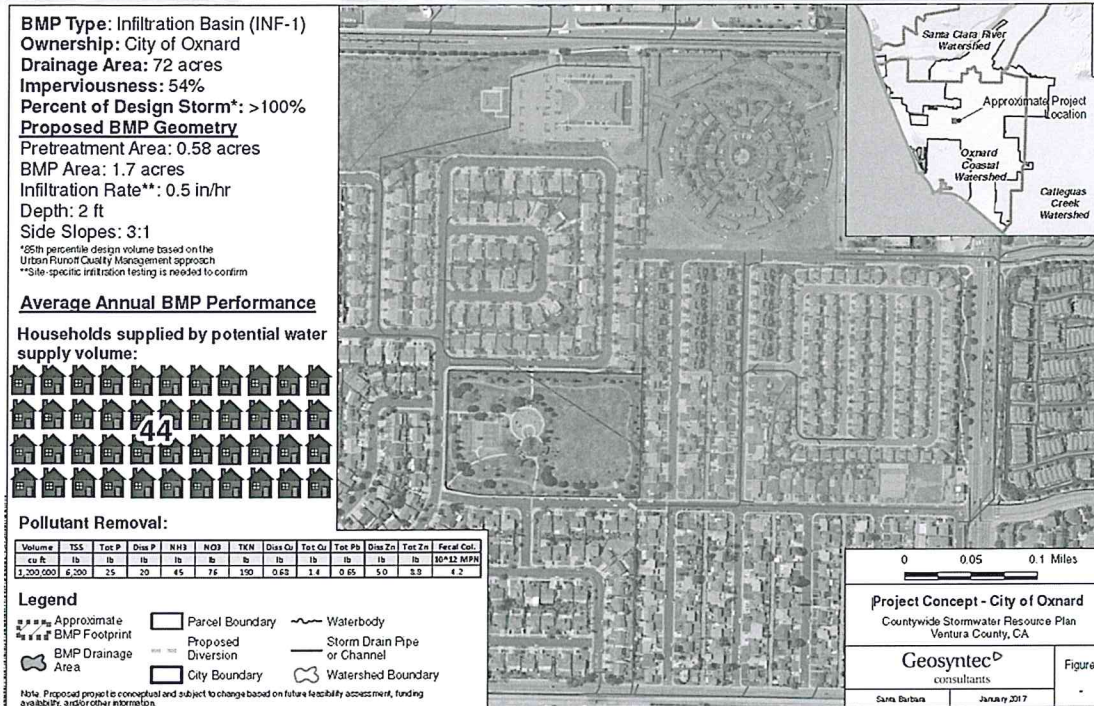


Figure 2 Example Conceptual Design for a project identified in Geosyntec’s Ventura County SRP

Next, selected projects and modeling assumptions will be discussed and finalized with each owning-jurisdictions. For each project, a conceptual design will be provided depicting the project footprint and typical cross-section, design attributes, design storm capture, average annual water supply volume, average annual pollutant load reductions, O&M considerations, and a planning-level cost estimate including capital costs and O&M costs for 20 years (a requirement for Proposition 1 funding). Figure 2 shows an example conceptual design from the Ventura County SRP. Easy-to-understand visuals such as these are key to gaining public confidence, multi-stakeholder consensus, and regulatory approval.

Multi-Benefit Prioritization

The Geosyntec Team will prioritize projects based on multiple benefits, and will leverage ongoing County work to develop and implement a process to incorporate water quality treatment, groundwater recharge, and habitat enhancement features in the design of all new and rehabilitated flood management facilities. These metrics will support the County’s larger project goals of infrastructure that is adaptive to climate change, in addition to identifying priorities for new infrastructure construction and regional water self-reliance.

Quantified benefits modeled as part of the section above, along with additional benefits summarized quantitatively where possible (e.g., acres of increased green space), or qualitatively based on proposed site features, including environmental improvements (e.g., habitat protection, wetland enhancement, increased urban green space), and economics of the community population being served will be used to calculate benefit scores. Benefit scores may include weightings to reflect local priorities, such as the water quality score may also incorporate pollutant priority weightings or other watershed-specific or agency-specific priorities.



We understand and anticipate that Cooperating Entities may be sensitive to relative project ranking (which could imply higher/lower priority for future implementation grant funding), therefore to address this in other SRPs we have “softened” scores by consolidating ranks into “high” and “low” bins that are defined by wide ranges of benefit scores and other factors. For example, a project may be scored “high” if it has a multi-benefit score greater than 2 and a willing land owner committed to maintenance, whereas a project may be listed as “low” if the land owner was not identified or the benefit score was less than or equal to 2. The details of these bins can be discussed and refined as needed; our experience from previous SRPs is that this approach was preferred by project owners and participating agencies. This is one example way that we can leverage lessons learned from past SRPs and watershed plans across the state, and can build flexibility into the SRP so that it is adaptive to future projects and the practical and political sensitivities of diverse stakeholder groups.

Task 4.5 - Develop Implementation Strategy

To encourage the long-term implementation and overall success of the SRP, a prescriptive yet flexible implementation strategy is important. Having completed other SRPs and provided post-SRP support, the Geosyntec Team will develop a customized implementation strategy with an adaptive management framework that enables:

1. **Ongoing stakeholder involvement:** The formation of project-specific partnerships can support a path toward project completion. And each project milestone should be based on feedback from the TAC and stakeholders so that the performance measures are appropriate and obtainable.
2. **Utilization of decision support tools:** The selected model should allow for simple future project entry and automated benefit quantification, which will make it easy to expand the SRP’s project list and make future projects grant-eligible. This eliminates the agencies’ long-term dependence on consultants and allows the agencies to take full ownership of a simple-to-use SRP, as we have recently shown for the Ventura County SRP.
3. **Incorporation of future monitoring data:** To continue refining the accuracy of the pollutant loading results, the selected model will be available for ownership and use by the Cooperating Entities. The model will be designed for easy modification of inputs, such as incorporation of future water quality monitoring results like the land use-based data that are now being collected by many of the County MS4 agencies. Additional monitoring needs will be evaluated and recommended as necessary.

Additionally, the geodatabases created as part of LPR Model will be modified to include additional files necessary for the SRP (e.g., prioritized parcels, drainage to areas to prioritized public parcels). Both the monitoring database and SRP geodatabases will be transferred to the County for maintenance. The implementation strategy will be described in a technical memo submitted to the Grant Manager and TAC.

Task 4.6 - Develop Administrative Draft SRP and Self-Certification Checklist

The Geosyntec Team will summarize and submit to the TAC and Grant Manager for comments the results of the previous tasks in a cohesive administrative draft SRP following the SRP Guidelines and annotated draft SRP outline. The proposed analyses and SRP content have been designed





based on the SRP Guidelines, particularly related to site selection, prioritization, water supply modeling, and multi-benefit analysis. The Geosyntec Team will then complete the SRP Self Certification Checklist based on the administrative draft SRP.

Task 4.7-10 – Finalize SRP and Self-Certification Checklist

The Geosyntec Team will compile and address one round of TAC comments on the administrative draft SRP in a response to comments table. All comments and responses will be incorporate into a public draft SRP, which will be submitted along with the response to comments table and a 10-page draft executive summary to the Grant Manager. The approved public draft SRP will be posted online and notification requesting comments will be made to the public, the IRMW group, and stakeholders as described in Task 6 below. The Geosyntec Team will compile comments on the public draft SRP and provide recommendations for addressing them in a response to comments table. All approved changes will be incorporated in a final draft SRP and SRP Self Certification Checklist for review and approval by the Grant Manager and TAC. The final SRP and signed SRP Self Certification Checklist will be submitted to the Grant Manager, TAC, and IRWM group for inclusion in the IRWMP.

Task 5. Additional Technical Tasks

Task 5.1 – California Environmental Quality Act Compliance Analysis

The Geosyntec Team will leverage broad experience in CEQA compliance permitting to conduct an initial CEQA/NEPA screening for the top prioritized conceptual projects (at least four projects, with the final number to be based on available budget) to identify CEQA/NEPA needs and requirements. The Geosyntec Team does not presume a full CEQA/NEPA analysis for each project, but will identify whether projects require further studies on particular issue areas, or if there are any fatal flaws. The Geosyntec Team will evaluate the appropriate type of environmental document required, i.e. Negative Declaration (ND), Mitigated Negative Declaration (MND) or Environmental Impact Report (EIR) for each relevant project. The purpose of this task is to enable a seamless trajectory from conceptual development through implementation. This task will also help to ready projects for the Proposition 1 round 2 implementation funds.

Task 5.2 – Site Investigations, Permitting, and 30% Design

The Geosyntec Team's proven experience with feasibility assessment, permitting, design and construction of regional-scale municipal stormwater retrofit projects will benefit the Cooperating Entities by efficient completion of these project stages and by best positioning the agencies to prepare for the Proposition 1 round 2 implementation funding, with strong applications that have been well-vetted and evaluated for possible in-field constraints. For the top prioritized conceptual projects (at least four projects, with the final number to be based on available budget), field feasibility assessment including percolation testing, utility survey, conflicts assessment and preliminary design (approximately a 30% design level) will be prepared, as we recently did for the successful Blosser Channel grant application for Santa Maria. Regional stormwater projects can require complicated permitting mechanisms and fall within multiple regulatory jurisdictions. Our knowledgeable evaluation of district and regulatory agency jurisdiction (e.g., County Flood Control District, environmental regulatory agencies [for projects involving construction within waters of the state], and the County Public Health Department [for capture-use projects]) at the project



conceptual phase will allow the Cooperating Entities to anticipate potential regulatory hurdles, and to also increase project feasibility and likelihood of receiving future funding. The Geosyntec Team will leverage existing relationships with federal, state, and local agencies, and our experience securing permits with these agencies to perform this evaluation early on. For the selected projects, the Geosyntec Team will summarize the necessary information to support future implementation grant applications. Each of these summary packages will be prepared as draft grant application packages that can be reviewed by Cooperating Entities and then ease their future submittal effort. A Project Implementation Work Plan will be developed for each of these projects, which will include identification of additional permitting and regulatory requirements, development of specific work tasks, and preparation of a project schedule.

Alternative Task 5.1 & 2 – Limited CEQA Analysis and Site Investigations, Permitting, and Revised 10% Design

At the discretion of the County and Cooperating Entities Alternative Task 5.1 & 2 would replace Tasks 5.1 and 5.2, and use the same budget. The Geosyntec Team will conduct an initial CEQA/NEPA screening for the top prioritized conceptual projects (up to nine projects) to identify CEQA/NEPA needs and requirements. The Geosyntec Team does not presume a full CEQA/NEPA analysis for each project, but will identify whether projects require further studies on particular issue areas, or if there are any fatal flaws. The Geosyntec Team will evaluate the appropriate type of environmental document required, i.e. Negative Declaration (ND), Mitigated Negative Declaration (MND) or Environmental Impact Report (EIR) for each relevant project. Field feasibility assessment including percolation testing, utility survey, and conflicts assessment will be conducted and used to modify the 10% designs. The Geosyntec Team will then summarize these findings along with permitting requirements to support future implementation grant applications.

Task 5.3 – SRP Monitoring Needs

Many Cooperating Entities currently implement robust surface water, outfall, and groundwater monitoring that will be useful for the development of the SRP. The Geosyntec Team is already familiar with much of this monitoring data through previous project work, and we plan to analyze applicable data as part of Task 3. We anticipate that existing monitoring data will be sufficient for the development and implementation of the SRP. If data gaps are identified or in Task 4.3, the Geosyntec Team may recommend collection of additional data as needed.

Task 5.4 – Alternative Compliance Supplemental Work

The County, in cooperation with the City of Santa Maria, has developed a draft Alternative Compliance Plan for the development projects within the Santa Maria Groundwater Basin. The Alternative Compliance Plan describes the storage capacity of the regional facilities that capture and infiltrate the stormwater runoff throughout the City of Santa Maria and Orcutt Area. The regional facility within Orcutt (Orcutt Recharge Project), is shown to have enough capacity to capture and infiltrate the 95th percentile runoff volume from the full buildout of the Orcutt Permit Area. Therefore, the area draining to the Orcutt Recharge Project will be excluded from the parcel screening. Large regional facilities (similar to the Orcutt Recharge Project) identified as part of the SRP in other urban areas may provide opportunities for similar alternative compliance plans in other groundwater basins. Related to this, Geosyntec is working with the City of San Diego to



develop an Alternative Compliance Platform to enable public and private funding to be used to build regional facilities, so we can assist with the identification of other funding mechanisms as well.

Task 5.5 - Identify and Document Match-Eligible Work

The Geosyntec Team spent a significant level of effort compiling and documenting previously completed applicable work by the Cooperating Entities that would be eligible for matching funds from the State Water Board for the SRP Application. The Geosyntec Team will leverage this completed work to assist the Grant Manager in demonstrating that the fund matching requirements have been met. As part of the development of the SRP implementation strategy (Task 4.5) the Geosyntec Team plans to coordinate with Cooperating Entities to identify funding strategies and a schedule for obtaining available funds to help with the long-term success of this plan.

Task 6. Stakeholder Outreach, Education, and Public Participation

Task 6.1 - Prepare Stakeholder Outreach, Education, and Engagement Plan

The Geosyntec Team will prepare a Stakeholder Outreach, Education, and Engagement Plan (Outreach Plan) to effectively involve stakeholders (e.g., Local agencies Nongovernmental organizations [NGOs], Disadvantaged communities [DACs], Economically Distressed Areas [EDAs], and other jurisdictions [e.g., Chumash Tribe]) during plan preparation, plan implementation, and project completion. The Outreach Plan will identify all relevant agencies, stakeholders, and interest groups. The list will remain open, and stakeholders can be added at any time throughout the life of the SRP. Stakeholders will receive updates on project and plan milestones, opportunities for public meetings, opportunities to review documents and provide comments, and other appropriate and relevant information. The Outreach Plan will also describe the stakeholder and public meetings to be conducted during the SRP development, including objectives, schedule, and agendas.

Task 6.2 - Conduct Two Stakeholder Meetings and One Public Outreach Meeting

Two stakeholder meetings and one public outreach meeting will be planned in coordination with previously scheduled IRWM meetings (when feasible). The proposed budget assumes the County will plan and facilitate the meetings, including but limited to securing room reservations and distributing meeting notices. The first two stakeholder meetings (one held in the North County area and one in the South County area) will present the parcel screening, prioritization, and conceptual project. Stakeholders will be asked for input on proposed project sites, perspectives on benefit priorities, and to identify other potential locations for project consideration.

The public outreach meeting will present project descriptions, benefit, and prioritization results within each watershed. Prior to this meeting, a draft public SRP will be posted to the internet and distributed through available e-mail lists to provide opportunity for review before the meeting. The community and stakeholders present during this meeting will provide comments and feedback, which may include restructuring the weighting of multiple benefits, re-prioritizing projects based on local benefits, and/or inclusion of necessary components to encourage implementation feasibility and long term maintenance. The stakeholders will also be consulted to discuss land ownership/acquisition, operation and maintenance responsibilities, and the community education



and outreach required for each project. This step will help cultivate and develop partnerships required for plan implementation and long term maintenance.

Agendas, presentations, and handouts of presentation slides will be developed by the Geosyntec Team, in coordination with the Grant Manager and TAC, to support the community meetings and for distribution and posting to the County website prior to meetings in order to encourage participation. Presentations will include summaries of initial project results and project design concepts (including BMP location, footprint, sizing criteria, and quantification results). The Geosyntec Team will document meeting summaries including key comments received and action items requiring follow-up.

Task 6.3 - Submit Summary of Stakeholder Outreach, Education, and Public Participation

Written and oral communications received or generated by the project will be retained and stored in the Geosyntec Team or County library and/or document management tool, depending on the format in which they were received. Project emails that document decisions or have pertinent value to the project will be stored and retained for historical purposes. All outreach will be documented with sign-in sheets, meeting photographs, website and flyer examples, and meeting agendas and notes. The Geosyntec Team will prepare four summaries of the type of communication received (written or oral) and the forum in which the comment was received, and track the response and/or follow up. These documented outreach materials and summaries will be presented to the TAC during scheduled progress reports.

SCHEDULE AND UNDERSTANDING

The Geosyntec Team has carefully thought through the project sequencing and critical path items where the least buffer time is available. A detailed project schedule was developed based on our extensive experience developing similar stormwater planning documents, the Project Work Plan (allowing time for Grant Manager and TAC reviews), and the "Project Important Dates" identified in the RFP. If we receive a signed contract after July 6, 2017 (the assumed start date), the schedule will be adjusted accordingly. Importantly, the project completion date allows for sufficient time prior to the Proposition 1 round 2 implementation funding. Our previous SRPs and watershed plans were imposed with strict deadlines, and in every instance, we met the required schedules. We encourage the County to contact our references to inquire on this.





Task #	Task	Deliverables	Avery Blackwell - PM	Brandon Steets - PD	Ken Susilo - Sr. Advisor	Adam Qvestad - APM	Daniel Lee - Project Design Lead	Jonathan Leech - CEQA/Permitting Lead	Stacey Isaac - Watershed Characterization and Modeling Lead	Matt Natfaly - Water Supply Planning Lead	Yonas Zemy - Geotech Lead	Zoë Carlson - Environmental Specialist/Planner	Kelly Havens - Project Engineer	Maria Colyar - Staff Engineer	Task Cost
1			100	10	16										\$23,510
1.1	Project Administration Meeting Notification	Project Administration Plan Email notifications to the State Water Board Grant Manager and the Grant Manager of upcoming meetings	4												\$740
1.3	Project Schedule	Detailed project schedule	4	1	2			4							\$1,865
1.4	Grant Manager Status Meetings	Bimonthly meeting notes from meetings with the Grant Manager	28												\$5,180
2			Technical Advisory Committee												
2.1	Establish a Technical Advisory Committee	Technical memo to the Grant Manager identifying the TAC members	16	4						2					\$4,420
2.2	TAC Kickoff Meeting	TAC kick-off meeting summary; and Project Assessment and Evaluation Plan	12	4	3			8		1					\$5,040
2.3	TAC Progress Meetings	TAC progress meeting presentations, agendas, handouts, and meeting notes	24	12	12			8		4					\$11,380
3			Data Collection and Watershed Identification												
3.1	Review Existing Data	Annotated list of existing relevant data	8	2	4			24		8					\$7,890
3.2	Watershed Characterization	Technical memo with planning maps, descriptions, and justification	12	2	4			8		8				24	\$9,270
4			Storm Water Resource Plan Development												
4.1	SRP Outline	SRP annotated outline	8	2	4			24							\$5,970
4.2	SRP Development Updates	Four progress report presentations to the TAC describing the ongoing development of the SRP content	8	4				20							\$5,260
4.3	Develop SRP Strategies to Address Water Quality Compliance Requirements	Technical Memo describing SRP strategies to address water quality compliance requirements	16	8	4			32		4				40	\$15,800

Task #	Task	Deliverables	Avery Blackwell - PM	Brandon Steets - PD	Ken Susilo - Sr. Advisor	Adam Qwestad - APM	Daniel Lee - Project Design Lead	Jonathan Leach - CEQA/Permitting Lead	Stacey Isaac - Watershed Characterization and Modeling Lead	Matt Natfaly - Water Supply Planning Lead	Yonas Zemy - Geotech Lead	Noë Carlson - Environmental Specialist/Planner	Kelly Havens - Project Engineer	Maria Colyar - Staff Engineer	Task Cost
4.4.1 and 4.4.2	Modeling Tools and Quantitative Methodologies Evaluation and Selection	Technical Memo summarizing the findings of the modeling approach evaluation and a description of the selected modeling tools and quantitative methodologies to be utilized	16	8					40				4		\$11,260
4.4.3	Quantitative Identification, Prioritization, and Analysis of Multiple Benefit Projects	Technical memo reporting prioritized parcels, at least 9 project design concepts, and modeling results and multi-benefit quantification for at least 18 conceptual projects	28	12	16				150	10			12	200	\$60,300
4.5	Develop Implementation Strategy	Technical memo describing the implementation strategy; Database containing relevant monitoring data and Geodatabase containing relevant GIS shapefiles	24	14	20				56					40	\$23,710
4.6	Develop Administrative Draft SRP and Self-Certification Checklist	Administrative draft SRP and Self-Certification Checklist	32	12	16				40					40	\$21,820
4.7	Address comment on Administrative Draft	Response to TAC comments table, draft executive summary and public draft SRP	28	4	4				40					16	\$14,320
4.8	Solicit Public Comments	Summary of received public comments and recommend changes to the public draft SRP	8	4	4				16					16	\$7,260
4.9	Prepare Final Draft SRP	Final Draft SRP	8	4	2				16					16	\$6,940
4.10	Submit Final SRP and Signed Self-Certification Checklist	Final SRP and Signed Self-Certification Checklist	4	2	1				8						\$2,510
5	Additional Technical Tasks														
5.1	California Environmental Quality Act (CEQA) Compliance Analysis	Technical Memo of CEQA initial study findings for at least 4 projects	10	6				24		18					\$26,440
5.2	Site Investigations, Permitting, and 30%	30% design drawings and Project Implementation Work Plan for at least 4	34	10	200	50			339	10	50	27		500	\$176,265

Task #	Task	Deliverables	Avery Blackwell - PM	Brandon Steets - PD	Adam Questad - APM	Daniel Lee - Project Design Lead	Jonathan Leech - CEQA/Permitting Lead	Stacey Isaac - Watershed Characterization and Modeling Lead	Matt Natrally - Water Supply Planning Lead	Yonas Zerny - Geotech Lead	Zoe Carlson - Environmental Specialist/Planner	Kelly Havens - Project Engineer	Mala Colyar - Staff Engineer	Task Cost
5.3	SRP Monitoring Needs	Additional monitoring requirements will be incorporate into the Task 4.3 Technical Memo												
5.4	Alternative Compliance Supplemental Work	Potential projects identified in the Orcutt area will be communicated via email to the County of Santa Barbara Project Clean Water for inclusion in the future versions of the Alternative Compliance Plan.	2											\$0
5.5	Identify and Document Match-Eligible Work	Memo documenting previously completed work from Cooperating Entities that is eligible for matching funds. Cooperating Entities commitment to plan implementation and funding strategies will be report in the Task 4.5 Technical Memo	12											\$370
6	Stakeholder Outreach, Education, and Public Participation													
6.1	Prepare Stakeholder Outreach, Education, and Engagement Plan	Stakeholder Outreach, Education, and Engagement Plan	4	2					1		14			\$3,920
6.2	Conduct Two Stakeholder Meetings and One Public Outreach Meeting	Meeting agendas, presentations, and handouts	16	12				6	3					\$7,460
6.3	Submit Summary of Stakeholder Outreach, Education, and Public Participation	Summary of communication and outreach documentation for inclusion in the TAC Progress Report presentations	4	2				6						\$2,070
			Total Hours	470	141	312	50	841	69	50	121	16	892	2986
			Total Cost	\$86,950	\$34,545	\$49,920	\$10,250	\$117,740	\$16,560	\$10,250	\$21,175	\$2,960	\$107,040	\$462,190

Subcontractor/ODC markup and communications fee are both waived for this project, in compliance with state grant contract requirements.

Task #	Task	Start	Finish	July	August	Sept.	October	Nov.	Dec.	Jan.	Feb.	March	April	May
Project Management														
1.1	Project Administration	7/6/17	5/30/18											
1.2	Meeting Notification	7/6/17	5/30/18											
1.3	Project Schedule	7/6/17	5/30/18											
1.4	Grant Manager Status Meetings	7/6/17	5/30/18											
Technical Advisory Committee														
2.1	Establish a Technical Advisory Committee	7/6/17	7/15/17											
2.2	TAC Kickoff Meeting	7/29/17	8/7/17											
2.3	TAC Progress Meetings	8/1/17												
Data Collection and Watershed Identification														
3.1	Review Existing Data	7/6/17	8/28/17											
3.2	Watershed Characterization	7/6/17	8/28/17											
Storm Water Resource Plan Development														
4.1	SRP Outline	7/6/17	8/28/17											
4.2	SRP Development Updates	8/1/17	3/15/18											
4.3	Develop SRP Strategies to Address Water Quality Compliance Req.	8/1/17	10/30/17											
4.4.1, 4.4.2	Modeling Tools and Quantitative Methodologies Evaluation and Selection	7/6/17	8/19/17											
4.5	Develop Implementation Strategy	8/1/17	10/30/17											
4.6	Develop Administrative Draft SRP and Self-Certification Checklist	1/13/17	1/1/18											
4.7	Address comment on Administrative Draft	1/1/18	2/16/18											
4.8	Solicit Public Comments	2/16/18	4/15/18											
4.9	Prepare Final Draft SRP	4/15/18	5/30/18											
4.10	Submit Final SRP and signed Self-Certification Checklist	5/30/18	5/30/18											
Additional Technical Tasks														
5.1	California Environmental Quality Act (CEQA) Compliance Analysis	2/1/18	3/30/18											
5.2	Site Investigations, Permitting, and 30% Design	2/1/18	5/30/18											
5.3	SRP Monitoring Needs	7/7/17	10/30/17											
5.4	Alternative Compliance Supplemental Work	10/1/17	10/30/17											
5.5	Identify and Document Match-Eligible Work	9/1/17	10/30/17											
Stakeholder Outreach, Education, and Public Participation														
6.1	Prepare Stakeholder Outreach, Education, and Engagement Plan	7/7/17	8/28/17											
6.2	Conduct Two Stakeholder Meetings and One Public Outreach Meeting	9/20/1	3/1/18											
6.3	Submit Summary of Stakeholder Outreach, Education, and Public Participation	9/1/17	3/30/18											

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 **\$462,190**.
- 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 **\$46,219**.
- C. Payment for services and /or reimbursement of costs shall be made upon CONTRACTOR's satisfactory performance, based upon the scope and methodology contained in **EXHIBIT A** as determined by COUNTY. Payment for services and/or reimbursement of costs shall be based upon the costs, expenses, overhead charges and hourly rates for personnel, as defined in **Attachment B1** (Schedule of Fees). Invoices submitted for payment that are based upon **Attachment B1** must contain sufficient detail to enable an audit of the charges and provide supporting documentation if so specified in **EXHIBIT A**.
- D. **Monthly**, CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY DESIGNATED REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory and within the cost basis of **Attachment B1** shall initiate payment processing. COUNTY shall pay invoices or claims for satisfactory work within 30 days of receipt of correct and complete invoices or claims from CONTRACTOR.
- E. COUNTY's failure to discover or object to any unsatisfactory work or billings prior to payment will not constitute a waiver of COUNTY's right to require CONTRACTOR to correct such work or billings or seek any other legal remedy.
- F. CONTRACTOR shall comply with the California Labor Code, including but not limited to the payment of prevailing wage when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at the office of the Santa Barbara County Water Agency, 130 E. Victoria Street, Suite 200, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>.

ATTACHMENT B1

CONFIDENTIAL

GEOSYNTEC CONSULTANTS 2017 RATE SCHEDULE

Staff Professional	\$120
Senior Staff Professional	\$140
Professional	\$160
Project Professional	\$185
Senior Professional	\$205
Principal	\$225
Senior Principal	\$245
Engineering Technician I	\$ 62
Engineering Technician II	\$ 68
Senior Engineering Technician I	\$ 75
Senior Engineering Technician II	\$ 80
Site Manager I	\$ 87
Site Manager II	\$ 97
Construction Manager I	\$110
Construction Manager II	\$120
Designer	\$132
Senior Drafter/Senior CADD Operator	\$ 120
Drafter/CADD Operator/Artist	\$ 110
Project Administrator	\$ 65
Clerical	\$ 52
Direct Expenses	Cost plus 12%
Subcontract Services	Cost
Technology/Communications Fee	3% of Professional Fees
Specialized Computer Applications (per hour)	\$ 15
Personal Automobile (per mile)	Current Gov't Rate
Photocopies (per page)	\$.09

Rates are provided on a confidential basis and are client and project specific.
Unless otherwise agreed, rates will be adjusted annually based on a minimum of the Produce Price Index
for Engineering Services.
Rates for field equipment, health and safety equipment, and graphical supplies presented upon request.

DUDEK
2017 STANDARD SCHEDULE OF CHARGES

ENGINEERING SERVICES

Project Director.....	\$270.00/hr
Principal Engineer III.....	\$240.00/hr
Principal Engineer II.....	\$230.00/hr
Principal Engineer I.....	\$220.00/hr
Program Manager.....	\$210.00/hr
Senior Project Manager.....	\$210.00/hr
Project Manager.....	\$205.00/hr
Senior Engineer III.....	\$200.00/hr
Senior Engineer II.....	\$190.00/hr
Senior Engineer I.....	\$180.00/hr
Project Engineer IV/Technician IV.....	\$170.00/hr
Project Engineer III/Technician III.....	\$160.00/hr
Project Engineer II/Technician II.....	\$145.00/hr
Project Engineer I/Technician I.....	\$130.00/hr
Project Coordinator.....	\$100.00/hr
Engineering Assistant.....	\$95.00/hr

ENVIRONMENTAL SERVICES

Principal.....	\$240.00/hr
Senior Project Manager/Specialist II.....	\$225.00/hr
Senior Project Manager/Specialist I.....	\$215.00/hr
Environmental Specialist/Planner VI.....	\$195.00/hr
Environmental Specialist/Planner V.....	\$175.00/hr
Environmental Specialist/Planner IV.....	\$165.00/hr
Environmental Specialist/Planner III.....	\$155.00/hr
Environmental Specialist/Planner II.....	\$140.00/hr
Environmental Specialist/Planner I.....	\$125.00/hr
Analyst III.....	\$115.00/hr
Analyst II.....	\$105.00/hr
Analyst I.....	\$95.00/hr
Planning Assistant II.....	\$85.00/hr
Planning Assistant I.....	\$75.00/hr

COASTAL PLANNING/POLICY SERVICES

Senior Project Manager/Coastal Planner II.....	\$220.00/hr
Senior Project Manager/Coastal Planner I.....	\$210.00/hr
Environmental Specialist/Coastal Planner VI.....	\$200.00/hr
Environmental Specialist/Coastal Planner V.....	\$180.00/hr
Environmental Specialist/Coastal Planner IV.....	\$170.00/hr
Environmental Specialist/Coastal Planner III.....	\$160.00/hr
Environmental Specialist/Coastal Planner II.....	\$150.00/hr
Environmental Specialist/Coastal Planner I.....	\$140.00/hr

CULTURAL AND PALEONTOLOGICAL SERVICES

Senior Project Manager/Archaeologist II.....	\$215.00/hr
Senior Project Manager/Archaeologist I.....	\$205.00/hr
Environmental Specialist/Archaeologist V.....	\$185.00/hr
Environmental Specialist/Archaeologist IV.....	\$165.00/hr
Environmental Specialist/Archaeologist III.....	\$145.00/hr
Environmental Specialist/Archaeologist II.....	\$135.00/hr
Environmental Specialist/Archaeologist I.....	\$125.00/hr
Environmental Specialist/Architectural Historian II.....	\$150.00/hr
Environmental Specialist/Architectural Historian I.....	\$125.00/hr
Environmental Specialist/Paleontologist II.....	\$165.00/hr
Environmental Specialist/Paleontologist I.....	\$125.00/hr
Paleontological Technician III.....	\$85.00/hr
Paleontological Technician II.....	\$75.00/hr
Paleontological Technician I.....	\$55.00/hr
Cultural Resources Technician II.....	\$75.00/hr
Cultural Resources Technician I.....	\$55.00/hr

CONSTRUCTION MANAGEMENT SERVICES

Principal/Manager.....	\$195.00/hr
Senior Construction Manager.....	\$180.00/hr
Senior Project Manager.....	\$160.00/hr
Construction Manager.....	\$150.00/hr
Project Manager.....	\$140.00/hr
Resident Engineer.....	\$140.00/hr
Construction Engineer.....	\$135.00/hr
On-site Owner's Representative.....	\$130.00/hr
Construction Inspector III.....	\$125.00/hr
Construction Inspector II.....	\$115.00/hr
Construction Inspector I.....	\$105.00/hr
Prevailing Wage Inspector.....	\$135.00/hr

COMPLIANCE SERVICES

Compliance Director.....	\$205.00/hr
Compliance Manager.....	\$145.00/hr
Compliance Project Coordinator.....	\$105.00/hr
Compliance Monitor.....	\$95.00/hr

HYDROGEOLOGICAL SERVICES

Principal.....	\$260.00/hr
Principal Hydrogeologist/Engineer.....	\$240.00/hr
Sr. Hydrogeologist IV/Engineer IV.....	\$225.00/hr
Sr. Hydrogeologist III/Engineer III.....	\$210.00/hr
Sr. Hydrogeologist II/Engineer II.....	\$195.00/hr
Sr. Hydrogeologist I/Engineer I.....	\$180.00/hr
Hydrogeologist VI/Engineer VI.....	\$160.00/hr
Hydrogeologist V/Engineer V.....	\$150.00/hr
Hydrogeologist IV/Engineer IV.....	\$140.00/hr
Hydrogeologist III/Engineer III.....	\$130.00/hr
Hydrogeologist II/Engineer II.....	\$120.00/hr
Hydrogeologist I/Engineer I.....	\$110.00/hr
Technician.....	\$100.00/hr

DISTRICT MANAGEMENT & OPERATIONS

District General Manager.....	\$185.00/hr
District Engineer.....	\$175.00/hr
Operations Manager.....	\$150.00/hr
District Secretary/Accountant.....	\$100.00/hr
Collections System Manager.....	\$100.00/hr
Grade V Operator.....	\$100.00/hr
Grade IV Operator.....	\$90.00/hr
Grade III Operator.....	\$85.00/hr
Grade II Operator.....	\$63.00/hr
Grade I Operator.....	\$55.00/hr
Operator in Training.....	\$40.00/hr
Collection Maintenance Worker II.....	\$60.00/hr
Collection Maintenance Worker I.....	\$45.00/hr

OFFICE SERVICES

Technical/Drafting/CADD Services

3D Graphic Artist.....	\$160.00/hr
Senior Designer.....	\$150.00/hr
Designer.....	\$140.00/hr
Assistant Designer.....	\$135.00/hr
GIS Programmer I.....	\$180.00/hr
GIS Specialist IV.....	\$155.00/hr
GIS Specialist III.....	\$145.00/hr
GIS Specialist II.....	\$135.00/hr
GIS Specialist I.....	\$125.00/hr
CADD Operator III.....	\$130.00/hr
CADD Operator II.....	\$125.00/hr
CADD Operator I.....	\$110.00/hr
CADD Drafter.....	\$100.00/hr
CADD Technician.....	\$95.00/hr

SUPPORT SERVICES

Technical Editor III.....	\$145.00/hr
Technical Editor II.....	\$130.00/hr
Technical Editor I.....	\$115.00/hr
Publications Specialist III.....	\$105.00/hr
Publications Specialist II.....	\$95.00/hr
Publications Specialist I.....	\$85.00/hr
Clerical Administration II.....	\$90.00/hr
Clerical Administration I.....	\$85.00/hr

Forensic Engineering – Court appearances, depositions, and interrogatories as expert witness will be billed at 2.00 times normal rates.

Emergency and Holidays – Minimum charge of two hours will be billed at 1.75 times the normal rate.

Material and Outside Services – Subcontractors, rental of special equipment, special reproductions and blueprinting, outside data processing and computer services, etc., are charged at 1.15 times the direct cost.

Travel Expenses – Mileage at current IRS allowable rates. Per diem where overnight stay is involved is charged at cost

Invoices, Late Charges – All fees will be billed to Client monthly and shall be due and payable upon receipt. Invoices are delinquent if not paid within 30 days from the date of the invoice. Client agrees to pay a monthly late charge equal to 1% per month of the outstanding balance until paid in full.

Annual Increases – Unless identified otherwise, these standard rates will increase 3% annually.

EXHIBIT C

Indemnification and Insurance Requirements for Geosyntec Consultants (For Professional Contracts)

INDEMNIFICATION PERTAINING TO OTHER THAN PROFESSIONAL SERVICES

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities relating to bodily injuries or property damage 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 negligence but does not apply to COUNTY's sole negligence or willful misconduct.

INDEMNIFICATION PERTAINING TO PROFESSIONAL SERVICES

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, costs, expenses (including but not limited to attorneys' fees), judgments and/or liabilities arising out of the negligent performance or attempted performance of the provisions hereof, including any willful misconduct or negligent act or omission to act 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.

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.