

Attachment A

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	17/18 and 18/19
D2.	Department Name	Public Works RRWMD
D3.	Contact Person	Joddi Leipner
D4.	Telephone	805-882-3614

K1.	Contract Type (check one): <input checked="" type="checkbox"/> Personal Service <input type="checkbox"/> Capital	
K2.	Brief Summary of Contract Description/Purpose	Biological permitting and consulting
K3.	Department Project Number	054
K4.	Original Contract Amount	\$ 126,860
K5.	Contract Begin Date	May 8, 2018
K6.	Original Contract End Date	December 31, 2019
K7.	Amendment? (Yes or No)	No
K8.	- New Contract End Date	
K9.	- Total Number of Amendments	
K10.	- This Amendment Amount	\$
K11.	- Total Previous Amendment Amounts	\$
K12.	- Revised Total Contract Amount	\$

B1.	Intended Board Agenda Date	May 8, 2018
B2.	Number of Workers Displaced (if any)	Not Applicable
B3.	Number of Competitive Bids (if any)	Professional Services - 6 proposals
B4.	Lowest Bid Amount (if bid)	Not Applicable
B5.	If Board waived bids, show Agenda Date	
	and Agenda Item Number	
B6.	Boilerplate Contract Text Changed? (If Yes, cite Paragraph)	Yes: Sec 23, Ex C, Sec A, B.4, B.7, B.11

F1.	Fund Number	1930
F2.	Department Number	054
F3.	Line Item Account Number	7460
F4.	Project Number (if applicable)	129921
F5.	Program Number (if applicable)	1750
F6.	Org Unit Number (if applicable)	
F7.	Payment Terms	Monthly

V1.	Auditor-Controller Vendor Number	050161
V2.	Payee/Contractor Name	AECOM Technical Services, Inc.
V3.	Mailing Address	1220 Avenida Acaso,
V4.	City State (two-letter) Zip (include +4 if known)	Camarillo, CA 93012
V5.	Telephone Number	805-388-3577
V6.	Vendor Contact Person	Julie Niceswanger-Hickman
V7.	Workers Comp Insurance Expiration Date	1/1/19
V8.	Liability Insurance Expiration Date	4/1/18 (updated policy to be provided)
V9.	Professional License Number	
V10.	Verified by (print name of county staff)	

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: 3/22/18 Authorized Signature: 

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT (hereafter Agreement) is made by and between the County of Santa Barbara, a political subdivision of the State of California (hereafter COUNTY) and AECOM Technical Services, Inc. (hereafter CONTRACTOR) with an address at 1220 Avenida Acaso wherein CONTRACTOR agrees to provide and COUNTY agrees to accept the services specified herein.

WHEREAS, the COUNTY operates the Tajiguas Landfill, a Class III municipal solid waste landfill along the Gaviota Coast and is required to comply with and Federal and State water quality regulations to manage sediment from the site which involves operation and maintenance of sedimentation basins and other drainage facilities; and

WHEREAS, the COUNTY desires to continue to comply with other Federal and State regulations (including the Federal Endangered Species Act) during operation and maintenance of the sedimentation basins, drainage facilities and other landfill operations; and

WHEREAS, the CONTRACTOR has assisted the County with regulatory permitting compliance activities in the past and has been selected for the current scope of work based on a competitive selection process; and;

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

Joddi Leipner at phone number 805-882-3614 is the representative of COUNTY and will administer this Agreement for and on behalf of COUNTY. Julie Niceswanger-Hickman at phone number 805-764-4012 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: Joddi Leipner, Santa Barbara Public Works, Resource Recovery and Waste Management Division, 130 E. Victoria Street, Suite 100, Santa Barbara, CA 93101, 805-882-3633

To CONTRACTOR: Julie Niceswanger-Hickman, AECOM, 1220 Avenida Acaso, Camarillo, CA 93012, 805-388-3577

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 May 8, 2018 and end performance upon completion, but no later than December 31, 2019 unless otherwise directed by COUNTY or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR

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

6. INDEPENDENT CONTRACTOR

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

7. STANDARD OF PERFORMANCE

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

8. DEBARMENT AND SUSPENSION

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

9. TAXES

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

10. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. 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. Neither Party shall be responsible for a delay in its respective performance under this Agreement if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party. CONTRACTOR shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

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 **County of Santa Barbara** and AECOM Technical Services.

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

ATTEST:

Mona Miyasato
County Executive Officer
Clerk of the Board

COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Chair, Board of Supervisors

Date: _____

RECOMMENDED FOR APPROVAL:

Scott McGolpin, Director
PUBLIC WORKS

By: 
Department Head

CONTRACTOR:

AECOM Technical Services, Inc

By: 
Authorized Representative

Name: MICHAEL FLACK
Title: ASSOCIATE VICE PRESIDENT

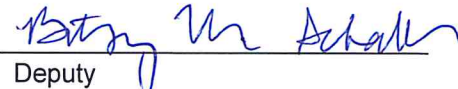
APPROVED AS TO FORM:

Michael C. Ghizzoni
County Counsel

By: 
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

Theodore A. Fallati, CPA
Auditor-Controller

By: 
Deputy

APPROVED AS TO FORM:

Risk Management

By: 
Risk Management

EXHIBIT A

STATEMENT OF WORK

CONTRACTOR shall provide biological permitting and consulting services as set forth in the CONTRACTOR’s proposal dated December 13, 2017 (updated February 12, 2018) included as Attachment A-1, herein incorporated by reference.

Julie Niceswanger-Hickman, Dr. Erik Larsen, Wayne Vogler, Jacquelynn Ybarra, Paloma Nieto, Julie Love and Dr. Dr. Greg Pauly shall be the primary individuals personally responsible for providing all services specified in Attachment A-1. These primary individuals may be supported by additional staff listed in Attachment A-1. CONTRACTOR may not substitute other persons without the prior written approval of COUNTY’s designated representative.

Suspension for Convenience. COUNTY may, without cause, order CONTRACTOR in writing to suspend, delay, or interrupt the services under this Agreement in whole or in part for up to 30 days. COUNTY shall incur no liability for suspension under this provision and suspension shall not constitute a breach of this Agreement.

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AECOM
1220 Avenida Acaso
Camarillo, CA 93012

805.388.3775 tel
805.388.3577 fax

Attachment A-1

December 13, 2017
(Revised February 12, 2018)

Joddi Leipner
Senior Engineering Environmental Planner
Santa Barbara County Public Works
Resource Recovery and Waste Management
130 E. Victoria Street, Suite 100
Santa Barbara, California 93101

**Subject: Proposal for Biological Consulting Professional Services for the Tajiguas Landfill,
County of Santa Barbara, California**

Dear Ms. Leipner:

AECOM has prepared the following scope of work for the County of Santa Barbara (County) Public Works Department, Resource Recovery and Waste Management Division (RRWMD) in response to the County's Request for Proposal (RFP) dated November 16, 2017. Our proposal was prepared to assist the RRWMD with biological consulting and professional services for compliance with the federal endangered species act (ESA) and other required regulatory permits at the Tajiguas Landfill (Landfill).

The RRWMD has been implementing the Tajiguas Landfill Reconfiguration and Baron Ranch Restoration Project (Project), which included take coverage under the ESA for the California red-legged frog (*Rana draytonii*) as part of the U.S. Army Corps of Engineers (USACE) 404 permit. The take coverage applies for the work associated with the Project and coverage will expire once construction is complete. The RRWMD would like assistance in determining the permitting strategy for operations and maintenance (O&M) activities at the Tajiguas Landfill once the Project work is complete. This proposal, including personnel, qualifications, schedule, resumes, and references are provided in the full proposal document associated with the RFP.

This Scope of Work and Cost Summary is provided through a sealed process separate from the full proposal. A description of the tasks requested in the RFP are presented below, a table of the tasks described with the estimated hours follows, and a complete spreadsheet with the personnel and hours assigned is provided as an attachment.

We have prepared this scope of work and cost estimate to include AECOM activities beginning upon authorization to proceed through an initial term of 18 months. The tasks are structured as follows:

- Task 1 Meetings and Coordination
- Task 2 Management and Permitting Strategy Development
- Task 3 Regulatory Coordination for Short-term Permitting
- Task 4 Short-term Application Preparation and Approvals
- Task 5 Long-term Application Preparation
- Task 6 Regulatory Coordination for Long-term Permitting

We have provided a rough outline and estimate for Task 4 Short-term Permitting and Approvals based on a proposed permitting pathway which is to be finalized during the Task 1 and 2 efforts. Additionally, Task 5 represents a proposed pathway for Long-term Permitting, which will be finalized as the permitting strategy is solidified during Tasks 1, 2, and 3. Tasks 4 and 5 may need to be revised based on input from the permitting agencies. The budgets for Tasks 4 and 5 should be considered estimates for planning purposes at this time.

Task 1 Meetings and Coordination

This task involves initial meetings in person to develop an O&M project description for future permitting efforts and review the site conditions at the Landfill. Additionally, this task will involve reviewing the existing documentation regarding the recent California red-legged frog observations and surveys at the Landfill. Over the course of an initial contract term of 18 months, AECOM will coordinate with the RRWMD staff to develop the permitting strategy, prepare the permits, and meet with RRWMD staff through the permitting process. This task assumes six face-to face meetings, six conference calls, and bi-monthly email updates on the project progress and activities. Face-to-face meetings assume a 6-hour day and conference calls are assumed to be 1 hour. This Task also includes 30 hours of project management time.

Task 2 Management and Permitting Strategy Development

This task involves the development of the permitting framework for short- and long-term compliance with the ESA and other State and Federal permitting requirements during O&M, and preparation of a strategy memorandum outlining permitting options. This memorandum will include permitting framework options and will provide an evaluation of the potential advantages and disadvantages associated with each pathway, the amount of time associated with each option presented as schedule estimates, and the potential costs of the permitting options.

Task 3 Regulatory Coordination for Short-term Permitting

This task involves coordination and meetings with the regulatory agencies to first, present the project and then, develop and track the associated permits. Four face-to face meetings and four conference calls per permit are included in the budget estimate. Face-to-face meetings assume a 6-hour day and conference calls are assumed to be 1 hour.

Task 4 Short-term Application Preparation and Approvals

There may be several options for permitting pathways for the RRWMD to acquire “take” coverage. For the purposes of this proposal, this task assumes that the County would be acquiring “take” coverage in conjunction with a proposed Clean Water Act 404 permit through the USACE for activities within jurisdictional waters which would then necessitate a section 7 consultation with the U.S. Fish and Wildlife Service (USFWS). If the desired activity also impacts state jurisdictional areas, a California Department of Fish and Wildlife (CDFW) 1602 Streambed Alteration Agreement will be required, as well as a 401 certification through the Regional Water Quality Control Board (RWQCB). We are assuming for the purposes of this proposal that a new federal and state jurisdictional waters/wetlands delineation will be required due to the changed conditions at the Landfill since the last evaluations were completed.

This task consists of developing and acquiring the permits and approvals necessary to permit this project based on a proposed activity within federal jurisdictional waters and the presence of the federally threatened California red-legged frog. At this time California Environmental Quality Act (CEQA) requirements are not anticipated and are not included in this proposal.

Additionally, there are no biological field surveys included in this proposal as the biological resources at the landfill have been well documented.

The tasks below represent an efficient framework for approvals and were developed as an expedited pathway. If the agencies conclude that this framework will not be acceptable, AECOM will need to reevaluate this proposal with the RRWMD and develop a new strategy and budget. This task assumes the following four permit applications will be completed:

1. USACE 404 with supporting federal and state jurisdictional waters/wetland delineation
2. RWQCB 401 certification
3. CDFW Streambed Alteration Agreement
4. USFWS Section 7

AECOM assumes two rounds of comments from the County before finalizing the applications for submittal for each of the recommended permits.

Task 5 Long-term Application Preparation

The long-term application may be most efficiently covered by applying for an incidental take permit under section 10 and completing a low-effect Habitat Conservation Plan (HCP). The application requires that the applicant outline the project description and define the covered activities and any alternatives that may be available to avoid take. Additionally the covered species are defined in this document. As part of a HCP, not only currently listed species can be covered but also species that are currently candidates or that are declining and could become listed during the lifetime of the HCP. The process to develop the HCP is somewhat prescriptive especially for potentially low-effect projects. However, typically there is more negotiation in this process than in the section 7 process. It is also up to the applicant to develop a conservation or mitigation strategy that adequately minimizes and mitigates the taking.

Task 6 Regulatory Coordination – Long-term Permitting

The preparation of the incidental take application and HCP will require Regulatory Coordination that is separate from the short-term meetings. This task is included to allow separation of the effort required to work through the development of the HCP separate from the short-term permits. This task assumes two face-to-face meetings with the regulatory agencies and 6 conference calls for two team members. Face-to-face meetings assume a 6-hour day and conference calls are assumed to be 1 hour.

Assumptions

This proposal covers an initial contract period of 18 months.

- The permitting framework will be acceptable to the agencies and the pathway described to acquire take authorizations for threatened and endangered species will be adequate and executable.
- This proposal does not include any permitting or application fees.
- This proposal reflects the permitting strategy for the species known to occur at the Tajiguas Landfill, primarily the federally listed California red-legged frog.
- Tasks 4 and 5 are for planning purposes only and will be revised upon completion of Task 1.

Changes to these assumptions may result in additional costs and/or schedule delays.

Staffing

AECOM has assembled qualified staff to address the range of potential resource topics associated with the Tajiguas Landfill regulatory and permitting issues. Ms. Niceswanger Hickman will oversee the environmental team to ensure efficient and effective planning efforts and documentation. The personnel listed below correspond to the organization chart at right.

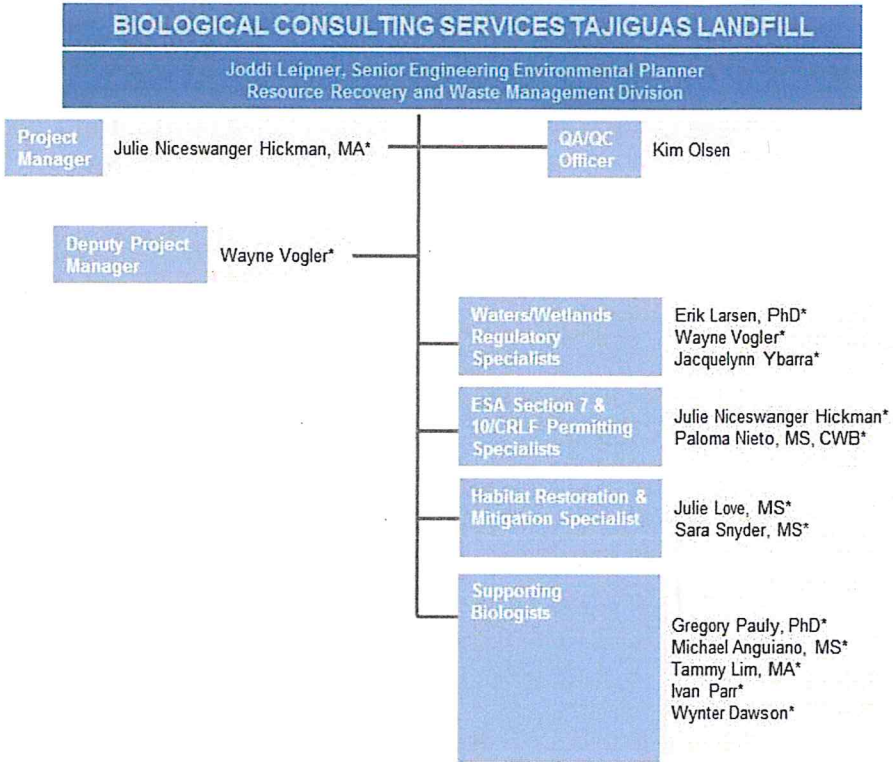
Dr. Erik Larsen, assisted by Mr. Wayne Vogler, and Ms. Jacquelynn Ybarra will address the permitting effort for jurisdictional waters. They may also be assisted by Ms. Julie Love.

Ms. Julie Niceswanger Hickman and Ms. Paloma Nieto will lead the threatened and endangered species permitting.

Ms. Julie Love will be assigned to lead the habitat restoration and mitigation planning if restoration planning becomes necessary as the permitting process moves forward.

In addition to our AECOM staff, Dr. Greg Pauly Associate Curator and Section Head of Herpetology at the Natural History Museum of Los Angeles County, is our sub-consultant expert advisor for the California red-legged frog.

The AECOM staff members and sub-consultant presented here represent our current understanding of the project needs. As the project moves forward and staffing requirements are more defined AECOM may substitute qualified staff to accomplish Tasks 1 through 6 described above. Any staffing changes for the roles described above will be submitted to the County and approved before new personnel are assigned to this project.



Scheduling

AECOM is prepared to begin work on this project immediately following written authorization to proceed. Task 1: The first meeting can be scheduled shortly after the notification of award of the contract.

Task 2: The permitting framework memorandum will take approximately one to two weeks to prepare depending on the outcome of the strategy meetings and the available information at the time of the meeting.

Task 3: The first meetings with regulatory agencies can be scheduled immediately after the RRWMD evaluates the permitting framework memorandum and decides based on a variety of factors, which permitting strategy will be employed.

Task 4: Once the agencies have weighed in on the permitting strategy, AECOM can begin working on the permits. We anticipate each application will be completed within a month of initiation and ready for the County to review.

Task 5: The development of the HCP is a longer process and can be broken out into milestones:

- Project Description
- Covered Activities and Alternatives to the Taking
- Identifying HCP Covered Species
- Analysis of Take
- Conservation/Mitigation Strategy

AECOM can complete the first drafts of these milestones relatively quickly. However agreement between the USFWS and the applicant on each of these can take more time. Although these milestones are directed by the applicant getting input from the USFWS as these progress is advantageous to success. Additionally, the final permit issuance relies on the USFWS making a Findings Recommendation and writing the permit. We anticipate moving through the milestones will take approximately one to two months each. Coordinating and scheduling with the USFWS to ensure permit success is more difficult to predict but if on the fast track and the USFWS is amenable to scheduling meetings this should take approximately one to two months per milestone.

The project scheduling described above should be considered conceptual; once the desired permitting pathway is established the schedule can be refined and finalized.

Cost Summary

Below is a table summarizing the estimated hours and costs by task. A detailed cost estimate spreadsheet is attached for a breakdown of our estimate. As requested in the RFP, a 10% contingency is included in this estimate.

AECOM will complete the above scope of work on a time and materials basis for an estimated cost not to exceed **\$126,860** as outlined in the attached cost details spreadsheet. This total includes a 10% contingency as requested by the County in the RFP. Any unused funds will be left to the discretion of the County.

Cost Summary Table		
Task	Estimated Hours	Costs
1. Meetings and Coordination	140	\$ 18,900
2. Permitting Strategy Development	41	\$ 6,078
3. Regulatory Coordination – Short Term Permitting Strategy	53	\$ 8,035
4. Application Preparation & Approvals – Short Term Strategy	369	\$ 48,629
5. Application Preparation – Long Term Permitting Strategy	200	\$ 26,730
6. Regulatory Coordination – Long Term Permitting Strategy	40	\$ 6,000
Other Direct Costs		\$ 955
Subtotal		\$115,327
10% Contingency		\$ 11,533
Total	843	\$126,860

Upon negotiation of a contract, the method of payment will be established at once monthly and will be based on satisfactory progress and the submission of invoices.

AECOM appreciates the opportunity to continue to provide RRWMD with environmental consulting services. If you have questions or require additional information, please contact Ms. Hickman at her office number (805) 764-4012, mobile number (209) 601-7450 or by email.

Sincerely,

Julie Niceswanger Hickman

Julie Niceswanger Hickman
Project Manager
Julie.niceswanger@aecom.com
805.764.4012

William M. Hoose

William M. Hoose, AICP
Associate Vice President/Authorized Signatory
William.hoose@aecom.com
714.567.2421

Attachment: Cost Estimate Spreadsheet

[illegible]

EXHIBIT B

PAYMENT ARRANGEMENTS

Periodic Compensation

- A. For CONTRACTOR services to be rendered under this Agreement, CONTRACTOR shall be paid a total contract amount, including cost reimbursements, not to exceed \$115,327.00.
- B. The Director of Public Works or designee is authorized to approve changes or additions in the services being performed under this Agreement in an amount not to exceed \$11,533.00. Any changes or additions in the services being performed under this Agreement must be approved in advance and in writing by the COUNTY.
- 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.
- D. Monthly CONTRACTOR shall submit to the COUNTY DESIGNATED REPRESENTATIVE an invoice or certified claim on the County Treasury for the service performed over the period specified. These invoices or certified claims must cite the assigned Board Contract Number. COUNTY REPRESENTATIVE shall evaluate the quality of the service performed and if found to be satisfactory 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.

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.

Limits may be satisfied through a combination of primary and excess/umbrella coverage.

B. Other Insurance Provisions

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

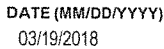
1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished 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** – Except for Professional Liability, 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. Contractor may mark policies as "Proprietary and Confidential" to protect against public disclosure.

8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. CONTRACTOR shall be entitled to an equitable adjustment to its cost, if any, for any COUNTY initiated change requiring additional types of insurance coverage or higher coverage limits.

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.




IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGES	CERTIFICATE NUMBER:	LOS-002378626-04	REVISION NUMBER:
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NSR LTR	TYPE OF INSURANCE			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS				
A	X	COMMERCIAL GENERAL LIABILITY				HDO G71093669	04/01/2018	04/01/2019	EACH OCCURRENCE	\$ 1,000,000			
		CLAIMS-MADE	X	OCCUR	DAMAGE TO RENTED PREMISES (Ea occurrence)				\$ 1,000,000				
					MED EXP (Any one person)				\$ 5,000				
					PERSONAL & ADV INJURY				\$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE				\$ 2,000,000				
	X	POLICY		PRO-JECT					LOC	PRODUCTS - COMP/OP AGG	\$ 2,000,000		
		OTHER:									\$		
A	AUTOMOBILE LIABILITY					ISA H25157229	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000			
	X	ANY AUTO			BODILY INJURY (Per person)				\$				
		OWNED AUTOS ONLY		SCHEDULED AUTOS	BODILY INJURY (Per accident)				\$				
		HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY	PROPERTY DAMAGE (Per accident)				\$				
									\$				
		UMBRELLA LIAB			OCCUR				EACH OCCURRENCE	\$			
		EXCESS LIAB			CLAIMS-MADE				AGGREGATE	\$			
		DED		RETENTION \$					\$				
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				Y / N N	SEE ACORD 101	04/01/2018	04/01/2019	X	PER STATUTE		OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT	\$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000			
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000			
C	ARCHITECTS & ENG.					EON G21654693	04/01/2018	04/01/2019	Per Claim/Agg		\$2,000,000		
	PROFESSIONAL LIAB.								Defense Included				

COUNTY, its officers, officials, employees, agents and volunteers are named as additional insured for GL coverage, but only as respects work performed by or on behalf of the named insured and where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract with respect to the GL & AL coverages. Waiver of Subrogation is applicable where required by written contract with respect to GL, AL and WC.

CERTIFICATE HOLDER County of Santa Barbara Public Works Department 130. E. Victoria Street, Suite 100 Santa Barbara, CA 93101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services James L. Vogel 
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AGENCY CUSTOMER ID: CN101348564

LOC #: Los Angeles



ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh Risk & Insurance Services		NAMED INSURED AECOM AECOM Technical Services, Inc. 1220 Avenida Acaso Camarillo, CA 93012
POLICY NUMBER		
CARRIER	NAIC CODE	
EFFECTIVE DATE:		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Workers Compensation/Employer Liability cont.

Policy Number	Insurer	States Covered
WLR C64788759	Indemnity Insurance Company of North America - NAIC # 43575	AOS
WLR C64788723	ACE American Insurance Company - NAIC # 22667	CA and MA
SCF C64788747	ACE American Insurance Company - NAIC # 22667	WI Retro
WCU C64788802	ACE American Insurance Company - NAIC # 22667	OH, Ohio Qualified Self Insured (QSI) - SIR: \$500,000; Only applicable to specific qualified entities self-insured in the state of Ohio