



# Montecito Sanitary District

1042 Monte Cristo Lane     *A Public Service Agency*  
Santa Barbara, CA 93108

Phone: (805) 969-4200  
[www.montsan.org](http://www.montsan.org)

## **BOARD PACKET**

For the Special Board Meeting of

**Wednesday, January 18, 2023**

- 1. AGENDA.....[Agenda+2023-01-18.pdf \(montsan.org\)](#)
- 2. STAFF REPORT – SAN YSIDRO ROUNDABOUT PROJECT UPDATE AND AMENDMENT  
WITH RINCON CONSULTANTS .....2



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## MONTECITO SANITARY DISTRICT

### STAFF REPORT – 3A

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**DATE:** January 18, 2023

**TO:** Board of Directors

**FROM:** John Weigold, General Manager  
Bryce Swetek, Engineering Manager

**SUBJECT:** Discussion and Consideration of Amendment 1 to a Professional Services Agreement with Rincon Consultants, Inc. for the San Ysidro Roundabout Sewer Relocation Project

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#### RECOMMENDATION:

Staff recommends that the Board authorize the General Manager to execute Amendment 1 of the professional services agreement with Rincon Consultants (Rincon) for additional cultural resource services in the amount of \$6,636.

#### DISCUSSION:

The District received a County of Santa Barbara encroachment permit for the San Ysidro portion of the District's Roundabout project on October 11, 2022. Subsequent conversations with Caltrans and County officials identified a condition from the County (Planning & Development) for the District to comply with the terms of Caltrans' Coastal Development Permit (CDP) for their roundabout project at San Ysidro and N. Jameson. Due the location of the project being within a known Chumash Native American historical site, the condition requires a County-approved archaeologist and a Native American representative to monitor all earth disturbances within the archeological site area in compliance with the provisions of County Archaeological Guidelines.

The critical path to maintaining the construction schedule was to provide cultural monitoring services. Thus, to comply with the terms of the CDP, to maintain the schedule of the Roundabouts work, and to avoid readjusting the public outreach of the project, the District reached out to Rincon Consultants on October 13, 2022, to prepare an archaeology report and provide a County-certified archaeologist to oversee the construction work. The District subsequently provided Rincon Consultants a notice to proceed via email on October 19, 2022, and received Rincon's proposal for \$14,969 on October 21, 2022. The monitoring work was initiated on October 24, 2022, and completed on October 28, 2022. The District's execution of the agreement for this monitoring work was delayed by the District and the agreement was executed on December 21, 2022.

The agreement includes an assumption on page four of Rincon Consultants’ proposal (in Attachment 2) would “prepare an Archaeological Monitoring Technical Memorandum” and that “this task will be provided under a scope amendment.” The proposed contract Amendment 1 from Rincon Consultants dated November 14, 2022, for this task is included as Attachment 2 of this staff report for a cost of \$6,636, for a total contract amount of \$21,605.

**FISCAL IMPACT**

Cultural resource services were not anticipated as part of the Roundabouts Project, however Staff estimates this contract amount is reasonable for scope of work required and equates to less than 6% of the contract amount awarded to Tierra to execute the relocation work.

**ANALYSIS**

District Staff estimates the total contract cost of \$21,605 is an acceptable amount for the professional services rendered to adhere to Caltrans’ CDP requirements. Securing monitoring services as timely as possible was a priority to ensure no delay to construction. In the event of a delay, additional fees from Tierra likely would have been warranted based on change of schedule. Staff recommends that the Board authorize the General Manager to execute Amendment 1 of the professional services agreement with Rincon Consultants (Rincon) for additional cultural resource services in the amount of \$6,636.

**ATTACHMENTS:**

1. Professional Services Agreement - San Ysidro Roundabout Sewer Relocation Project – Cultural Resource Monitoring Services
2. Scope and Budget Amendment Request (Amendment 1) for Additional Cultural Resource Services – San Ysidro Roundabout Sewer Relocation Project



**Rincon Consultants, Inc.**

209 East Victoria Street  
Santa Barbara, California 93101

805 319 4092 OFFICE AND FAX

info@rinconconsultants.com  
www.rinconconsultants.com

November 14, 2022  
Project No: 22-13722

Bradley Rahrer, General Manager/District Engineer  
Montecito Sanitary District  
1042 Monte Cristo Lane  
Santa Barbara, California 93101  
Via email: [brahrer@montsan.org](mailto:brahrer@montsan.org)

**Subject: Scope and Budget Amendment Request (Amendment 1) to Provide Additional Cultural Resource Services for the Montecito Sanitary District's San Ysidro Roundabout Sewer Relocation, Santa Barbara County, California**

Dear Mr. Rahrer:

Rincon Consultants, Inc. (Rincon) is pleased to provide this scope and budget amendment for additional cultural resource services for the Montecito Sanitary District's San Ysidro Roundabout Sewer Relocation Project (project) located at the intersection of San Ysidro Road and North Jameson Lane in the community of Montecito, Santa Barbara County, California. County Condition CulRes-07 for the San Ysidro Road Intersection Improvements, as requested by the County of Santa Barbara (County) Public Works Department, required a Planning and Development approved archaeologist and a Native American consultant to monitor all earth disturbances including the scarification and placement of fill within an archaeological site area to comply with the provisions of County Archaeological Guidelines. The County has requested the current project be consistent with County Condition CulRes-07 included in the draft overall San Ysidro Roundabout Coastal Development Permit (CDP) given the extensive tribal involvement, as well as a known National Register of Historic Places eligible resource within the Montecito Sanitary District's (District) project area. Archaeological monitoring was completed in accordance with County Condition CulRes-07 for the abandonment and existing manholes and installation of new manholes at the intersection of San Ysidro Road and North Jameson Lane. This amendment describes our proposed scope of work, schedule, and cost for additional services to complete documentation required to be submitted to the Central Coast Information Center (CCIC).

## Scope of Work

### Task 5. Archaeological Monitoring Technical Memorandum

As discussed under the assumptions in the initial proposal, upon completion of monitoring, Rincon will prepare an Archaeological Monitoring Technical Memorandum describing the results, analysis, and conclusions of the archaeological monitoring effort. Per the California Historical Resources Information System user access agreement, a copy of the final memorandum and associated shapefiles will be provided to the CCIC. The memorandum will be submitted to the District for review and approval within 30 days following the approval of this amendment. Rincon will respond to one (1) round of comments on the draft memorandum from the District. A copy of the final version of the memorandum will be submitted to District and the CCIC within 15 days of receipt of comments on the draft memorandum. County staff have indicated they do not require a copy of the Archaeological Monitoring Technical



Memorandum. All deliverables will be submitted electronically, and no hard copies are anticipated to be required.

## Assumptions

We have made the following assumptions in developing this scope and budget amendment for additional cultural resource services:

- The Archaeological Monitoring Technical Memorandum will be submitted to the District for review and approval within 30 days following the approval of this amendment. Rincon will respond to one (1) round of comments on the draft memorandum from the District.
- A copy of the final version of the memorandum will be submitted to District and CCIC within 15 days of receipt of comments on the draft memorandum.
- County staff has indicated they do not require a copy of the Archaeological Monitoring Technical Memorandum.
- All deliverables will be submitted electronically.

Rincon will complete the scope amendment for additional archaeological monitoring services identified above for the sum of **\$6,636**. This cost includes labor, field equipment and vehicle use expenses, increasing the total project cost from \$14,969 to \$21,605. Please refer to Table 1 for a cost breakdown of each additional task. No other services will be provided without your expressed written authorization.

**Table 1 Additional Cost Summary**

	Budget
Task 5. Archaeological Monitoring Technical Memorandum	\$6,636
<b>Total</b>	<b>\$6,636</b>

Rincon appreciates the opportunity to continue to assist you with your project and remains committed to providing excellent cultural resources services. If you have any questions regarding this proposal, please do not hesitate to contact Chris Price.

Thank you for the opportunity to continue to assist you with your project.

Sincerely,

**Rincon Consultants, Inc.**

Chris Price  
Senior Supervisor Planner/Project Manager  
805-886-4613  
[cprice@rinconconsultants.com](mailto:cprice@rinconconsultants.com)

Jennifer Haddow, PhD  
Vice President  
805-644-4455  
[jhaddow@rinconconsultants.com](mailto:jhaddow@rinconconsultants.com)

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSULTANT SERVICES**

**(Montecito Sanitary District / Rincon Consultants Inc.)**

**1. IDENTIFICATION**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into by and between the Montecito Sanitary District, a California Independent Special District (“District”), and Rincon Consultants, Inc., a California professional corporation (“Consultant”).

**2. RECITALS**

- 2.1. The District has determined that it requires the following professional services from a consultant: provide cultural resource monitoring for the San Ysidro Roundabout Sewer Relocation Project
- 2.2. Consultant represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals and employees. Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.
- 2.3. Consultant represents that it has no known relationships with third parties, board members, or employees of the District which would (1) present a conflict of interest with the rendering of services under this Agreement under Government Code Section 1090, the Political Reform Act (Government Code Section 81000 *et seq.*), or other applicable law, (2) prevent Consultant from performing the terms of this Agreement, or (3) present a significant opportunity for the disclosure of confidential information.

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

**3. DEFINITIONS**

- 3.1. “Scope of Services”: Such professional services as are set forth in Consultant’s proposal dated October 21, 2022 to the District attached hereto as Exhibit A and incorporated herein by this reference.
- 3.2. “Agreement Administrator”: The Agreement Administrator for this project is the General Manager. The Agreement Administrator shall be the principal point of contact at the District for this project. All services under this Agreement shall be performed at the request of the Agreement Administrator. The Agreement Administrator will establish the timetable for completion of services and any interim milestones. The District reserves the right to change this designation upon written notice to Consultant.

- 3.3. “Approved Fee Schedule”: Consultant’s compensation rates are set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference. This fee schedule shall remain in effect for the duration of this Agreement unless modified in writing by mutual agreement of the parties.
- 3.4. “Maximum Amount”: The highest total compensation and costs payable to Consultant by the District under this Agreement. The Maximum Amount under this Agreement is Fourteen thousand nine hundred sixty nine Dollars (\$14,969).
- 3.5. “Commencement Date”: October 21, 2022.
- 3.6. “Termination Date”: March 31, 2023.

#### 4. TERM

The term of this Agreement shall commence at 12:00 a.m. on the Commencement Date and shall expire at 11:59 p.m. on the Termination Date unless extended by written agreement of the parties or terminated earlier under Section 16 (“Termination”) below. Consultant may request extensions of time to perform the services required hereunder. Such extensions shall be effective if authorized in advance by the District in writing and incorporated in written amendments to this Agreement.

#### 5. CONSULTANT’S DUTIES

- 5.1. **Services.** Consultant shall perform the services identified in the Scope of Services. The District shall have the right to request, in writing, changes in the Scope of Services. Any such changes mutually agreed upon by the parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.
- 5.2. **Coordination with the District.** In performing services under this Agreement, Consultant shall coordinate all contact with the District through its Agreement Administrator.
- 5.3. **Budgetary Notification.** Consultant shall notify the Agreement Administrator, in writing, when fees and expenses incurred under this Agreement have reached eighty percent (80%) of the Maximum Amount. Consultant shall concurrently inform the Agreement Administrator, in writing, of Consultant’s estimate of total expenditures required to complete its current assignments before proceeding, when the remaining work on such assignments would exceed the Maximum Amount.
- 5.4. **Business License.** Consultant shall obtain and maintain in force a City of Santa Barbara business license for the duration of this Agreement.

- 5.5. **Professional Standards.** Consultant shall perform all work to the standards of Consultant’s profession and in a manner reasonably satisfactory to the District. Consultant shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules, and regulations in any manner affecting the performance of this Agreement, including all Cal/OSHA requirements, the conflict of interest provisions of Government Code § 1090 and the Political Reform Act (Government Code § 81000 et seq.).
- 5.6. **Avoid Conflicts.** During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working at the Commencement Date if such work would present a conflict interfering with performance under this Agreement. However, the District may consent in writing to Consultant’s performance of such work.
- 5.7. **Appropriate Personnel.** Consultant has, or will secure at its own expense, all personnel required to perform the services identified in the Scope of Services. All such services shall be performed by Consultant or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Chris Price shall be Consultant’s project administrator and shall have direct responsibility for management of Consultant’s performance under this Agreement. No change shall be made in Consultant’s project administrator without the District’s prior written consent.
- 5.8. **Substitution of Personnel.** Any persons named in the proposal or Scope of Services constitutes a promise to the District that those persons will perform and coordinate their respective services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of the District. If the District and Consultant cannot agree as to the substitution of key personnel, the District may terminate this Agreement for cause.
- 5.9. **Permits and Approvals.** Consultant shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary for Consultant’s performance of this Agreement. This includes, but shall not be limited to, professional licenses, encroachment permits and building and safety permits and inspections.
- 5.10. **Notification of Organizational Changes.** Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant’s firm or of any subcontractor. Change of ownership or control of Consultant’s firm may require an amendment to this Agreement.
- 5.11. **Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under



this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to Consultant under this Agreement. All such documents shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the District. In addition, pursuant to Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds ten thousand dollars, all such documents and this Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District or as part of any audit of the District, for a period of three (3) years after final payment under this Agreement.

- 5.12. **Skilled and Trained Workforce Requirement.** When the use of a skilled and trained workforce is required to complete a contract pursuant to existing law, this contract is subject to such requirement and Contractor agrees to use a skilled and trained workforce.

## 6. SUBCONTRACTING

- 6.1. **General Prohibition.** This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement.
- 6.2. **Consultant Responsible.** Consultant shall be responsible to the District for all services to be performed under this Agreement.
- 6.3. **Identification in Fee Schedule.** All subcontractors shall be specifically listed and their billing rates identified in the Approved Fee Schedule, Exhibit B. Any changes must be approved by the Agreement Administrator in writing as an amendment to this Agreement.
- 6.4. **Compensation for Subcontractors.** The District shall pay Consultant for work performed by its subcontractors, if any, only at Consultant's actual cost plus an approved mark-up as set forth in the Approved Fee Schedule, Exhibit B. Consultant shall be liable and accountable for any and all payments, compensation, and federal and state taxes to all subcontractors performing services under this Agreement. The District shall not be liable for any payment, compensation, or federal and state taxes for any subcontractors.

## 7. COMPENSATION

- 7.1. **General.** The District agrees to compensate Consultant for the services provided under this Agreement, and Consultant agrees to accept payment in accordance with the Fee Schedule in full satisfaction for such services. Compensation shall not exceed the Maximum Amount. Consultant shall not be reimbursed for any expenses unless provided for in this Agreement or authorized in writing by the District in advance.

- 7.2. **Invoices.** Consultant shall submit to the District an invoice, on a monthly basis or as otherwise agreed to by the Agreement Administrator, for services performed pursuant to this Agreement. Each invoice shall identify the Maximum Amount, the services rendered during the billing period, the amount due for the invoice, and the total amount previously invoiced. All labor charges shall be itemized by employee name and classification/position with the firm, the corresponding hourly rate, the hours worked, a description of each labor charge, and the total amount due for labor charges.
- 7.3. **Taxes.** The District shall not withhold applicable taxes or other payroll deductions from payments made to Consultant except as otherwise required by law. Consultant shall be solely responsible for calculating, withholding, and paying all taxes.
- 7.4. **Disputes.** The parties agree to meet and confer at mutually agreeable times to resolve any disputed amounts contained in an invoice submitted by Consultant.
- 7.5. **Additional Work.** Consultant shall not be reimbursed for any expenses incurred for work performed outside the Scope of Services unless prior written approval is given by the District through a fully executed written amendment. Consultant shall not undertake any such work without prior written approval of the District.
- 7.6. **District Satisfaction as Precondition to Payment.** Notwithstanding any other terms of this Agreement, no payments shall be made to Consultant until the District is satisfied that the services are satisfactory.
- 7.7. **Right to Withhold Payments.** If Consultant fails to provide a deposit or promptly satisfy an indemnity obligation described in Section 11, the District shall have the right to withhold payments under this Agreement to offset that amount.

## 8. OWNERSHIP OF WRITTEN PRODUCTS

All reports, documents or other written material, and all electronic files, including computer-aided design files, developed by Consultant in the performance of this Agreement (such written material and electronic files are collectively known as “written products”) shall be and remain the property of the District without restriction or limitation upon its use or dissemination by the District except as provided by law. Consultant may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Consultant.

## 9. RELATIONSHIP OF PARTIES

- 9.1. **General.** Consultant is, and shall at all times remain as to the District, a wholly independent contractor.

- 9.2. **No Agent Authority.** Consultant shall have no power to incur any debt, obligation, or liability on behalf of the District or otherwise to act on behalf of the District as an agent. Neither the District nor any of its agents shall have control over the conduct of Consultant or any of Consultant’s employees, except as set forth in this Agreement. Consultant shall not represent that it is, or that any of its agents or employees are, in any manner employees of the District.
- 9.3. **Independent Contractor Status.** Under no circumstances shall Consultant or its employees look to the District as an employer. Consultant is an independent contractor and shall not be entitled to any employment benefits.

## 10. INDEMNIFICATION

- 11.1 **Definitions.** For purposes of this Section 11, “Consultant” shall include Consultant, its officers, employees, servants, agents, or subcontractors, or anyone directly or indirectly employed by either Consultant or its subcontractors, in the performance of this Agreement. “District” shall include the District, its officers, agents, employees and volunteers.
- 11.2 **Consultant to Indemnify District.** To the fullest extent permitted by law, Consultant shall indemnify, hold harmless, and defend the District from and against any and all claims, losses, costs or expenses for any personal injury or property damage arising out of or in connection with Consultant’s alleged negligence, recklessness or willful misconduct or other wrongful acts, errors or omissions of Consultant or failure to comply with any provision in this Agreement.
- 11.3 **Scope of Indemnity.** Personal injury shall include injury or damage due to death or injury to any person, whether physical, emotional, consequential or otherwise, Property damage shall include injury to any personal or real property. Consultant shall not be required to indemnify the District for such loss or damage as is caused by the sole active negligence or willful misconduct of the District.
- 11.4 **Attorneys Fees.** Such costs and expenses shall include reasonable attorneys’ fees for counsel of the District’s choice, expert fees and all other costs and fees of litigation. Consultant shall not be entitled to any refund of attorneys’ fees, defense costs or expenses in the event that it is adjudicated to have been non-negligent.
- 11.5 **Defense Deposit.** The District may request a deposit for defense costs from Consultant with respect to a claim. If the District requests a defense deposit, Consultant shall provide it within 15 days of the request.
- 11.6 **Waiver of Statutory Immunity.** The obligations of Consultant under this Section 11 are not limited by the provisions of any workers’ compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to the District.

- 11.7 **Indemnification by Subcontractors.** Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor or any other person or entity involved in the performance of this Agreement on Consultant’s behalf.
- 11.8 **Insurance Not a Substitute.** The District does not waive any indemnity rights by accepting any insurance policy or certificate required pursuant to this Agreement. Consultant’s indemnification obligations apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

## 11. INSURANCE

- 11.1. **Insurance Required.** Consultant shall maintain insurance as described in this section and shall require all of its subcontractors, consultants, and other agents to do the same. Approval of the insurance by the District shall not relieve or decrease any liability of Consultant Any requirement for insurance to be maintained after completion of the work shall survive this Agreement.
- 11.2. **Documentation of Insurance.** The District will not execute this agreement until it has received a complete set of all required documentation of insurance coverage. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant’s obligation to provide them. Consultant shall file with the District:
- Certificate of Insurance, indicating companies acceptable to the District, with a Best’s Rating of no less than A:VII showing. The Certificate of Insurance must include the following reference: San Ysidro Roundabout Sewer Relocation
  - Documentation of Best’s rating acceptable to the District.
  - Original endorsements effecting coverage for all policies required by this Agreement.
  - Complete, certified copies of all required insurance policies, including endorsements affecting the coverage.
- 11.3. **Coverage Amounts.** Insurance coverage shall be at least in the following minimum amounts:
- Professional Liability Insurance:                     \$1,000,000 per occurrence,  
   \$2,000,000 aggregate
  - General Liability:
    - General Aggregate:                                     \$2,000,000
    - Products Comp/Op Aggregate                     \$2,000,000
    - Personal & Advertising Injury                     \$1,000,000
    - Each Occurrence                                     \$1,000,000
    - Fire Damage (any one fire)                     \$ 50,000

- Medical Expense (any 1 person)      \$    5,000
  
- Workers' Compensation:
  - Workers' Compensation                      Statutory Limits
  - EL Each Accident                              \$1,000,000
  - EL Disease - Policy Limit                      \$1,000,000
  - EL Disease - Each Employee                      \$1,000,000
  
- Automobile Liability
  - Any vehicle, combined single limit      \$1,000,000

Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements or limits shall be available to the additional insured. Furthermore, the requirements for coverage and limits shall be the greater of (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured

- 11.4. **General Liability Insurance.** Commercial General Liability Insurance shall be no less broad than ISO form CG 00 01. Coverage must be on a standard Occurrence form. Claims-Made, modified, limited or restricted Occurrence forms are not acceptable.
- 11.5. **Worker's Compensation Insurance.** Consultant is aware of the provisions of Section 3700 of the Labor Code which requires every employer to carry Workers' Compensation (or to undertake equivalent self-insurance), and Consultant will comply with such provisions before commencing the performance of the work of this Agreement. If such insurance is underwritten by any agency other than the State Compensation Fund, such agency shall be a company authorized to do business in the State of California.
- 11.6. **Automobile Liability Insurance.** Covered vehicles shall include owned if any, non-owned, and hired automobiles and, trucks.
- 11.7. **Professional Liability Insurance or Errors & Omissions Coverage.** The deductible or self-insured retention may not exceed \$50,000. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work. Coverage shall be continued for two years after the completion of the work by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.
- 11.8. **Claims-Made Policies.** If any of the required policies provide coverage on a claims-made basis the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Claims-Made Insurance must be maintained

and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 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 Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

- 11.9. **Additional Insured Endorsements.** The District and its board members, officers, employees, and consultants must be endorsed as an additional insured for each policy required herein, other than Professional Errors and Omissions and Worker’s Compensation, for liability arising out of ongoing and completed operations by or on behalf of the Consultant. Consultant’s insurance policies shall be primary as respects any claims related to or as the result of the Consultant’s work. Any insurance, pooled coverage or self-insurance maintained by the District, its elected or appointed officials, directors, officers, agents, employees, volunteers, or consultants shall be non-contributory. All endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. General liability coverage can be provided using an endorsement to the Consultant’s insurance at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37.
- 11.10. **Failure to Maintain Coverage.** In the event any policy is canceled prior to the completion of the project and the Consultant does not furnish a new certificate of insurance prior to cancellation, the District has the right, but not the duty, to obtain the required insurance and deduct the premium(s) from any amounts due the Consultant under this Agreement. Failure of the Consultant to maintain the insurance required by this Agreement, or to comply with any of the requirements of this section, shall constitute a material breach of this Agreement.
- 11.11. **Notices.** Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. Consultant shall provide no less than 30 days’ notice of any cancellation or material change to policies required by this Agreement. Consultant shall provide proof that cancelled or expired policies of insurance have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages. The name and address for Additional Insured Endorsements, Certificates of Insurance and Notices of Cancellation is: Montecito Sanitary District, Attn: Bradley Rahrer, General Manager and District Engineer, 1042 Monte Cristo Lane, Santa Barbara, CA 93108.
- 11.12. **Consultant’s Insurance Primary.** The insurance provided by Consultant, including all endorsements, shall be primary to any coverage available to the District. Any insurance or self-insurance maintained by the District and/or its officers, employees,

agents or volunteers, shall be in excess of Consultant’s insurance and shall not contribute with it.

- 11.13. **Waiver of Subrogation.** Consultant hereby waives all rights of subrogation against the District. Consultant shall additionally waive such rights either by endorsement to each policy or provide proof of such waiver in the policy itself.
- 11.14. **Report of Claims to District.** Consultant shall report to the District, in addition to the Consultant’s insurer, any and all insurance claims submitted to Consultant’s insurer in connection with the services under this Agreement.
- 11.15. **Premium Payments and Deductibles.** Consultant must disclose all deductibles and self-insured retention amounts to the District. The District may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within retention amounts. Ultimately, the District must approve all such amounts prior to execution of this Agreement.

The District has no obligation to pay any premiums, assessments, or deductibles under any policy required in this Agreement. Consultant shall be responsible for all premiums and deductibles in all of Consultant’s insurance policies. The amount of deductibles for insurance coverage required herein are subject to the District’s approval.

- 11.16. **Duty to Defend and Indemnify.** Consultant’s duties to defend and indemnify the District under this Agreement shall not be limited by the foregoing insurance requirements and shall survive the expiration or early termination of this Agreement.

## 12. MUTUAL COOPERATION

- 12.1. **District Cooperation in Performance.** The District shall provide Consultant with all pertinent data, documents and other requested information as is reasonably available for the proper performance of Consultant’s services under this Agreement.
- 12.2. **Consultant Cooperation in Defense of Claims.** If any claim or action is brought against the District relating to Consultant’s performance in connection with this Agreement, Consultant shall render any reasonable assistance that the District may require in the defense of that claim or action.

## 13. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Consultant’s and the District’s regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage

prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to the District

Bradley Rahrer  
General Manager and District Engineer  
1042 Monte Cristo Lane  
Santa Barbara, CA 93108  
Telephone: (805) 969-4200

If to Consultant

Chris Price  
Senior Supervisor Planner/Project Manager  
209 E. Victoria Street  
Santa Barbara, California 93101  
Telephone: (805)886-4613  
Email: cprice@rinconconsultants.com

With courtesy copy to:

Aleks R. Giragosian, Esq.  
General Counsel  
Colantuono, Highsmith & Whatley, PC  
790 E. Colorado Blvd., Ste. 850  
Pasadena, Angeles, CA 91101  
Telephone: (213) 542-5700

## 14. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 5.11 (Records), Section 10.4 (Indemnification of CalPERS Determination), Section 11 (Indemnification), Section 12.8 (Claims-Made Policies), paragraph 12.13 (Waiver of Subrogation), Section 13.2 (Consultant Cooperation in Defense of Claims), Section 15 (Surviving Covenants), Section 17 (Interpretation of Agreement), and Section 18 (General Provisions) of this Agreement shall survive the expiration or termination of this Agreement, subject to the provisions and limitations of this Agreement and all otherwise applicable statutes of limitations and repose.

## 15. TERMINATION

15.1. **District Termination.** The District may terminate this Agreement for any reason on five calendar days' written notice to Consultant. Consultant agrees to cease all work under this Agreement on or before the effective date of any notice of termination. All the District data, documents, objects, materials or other tangible things shall be returned to the District upon the termination or expiration of this Agreement.

15.2. **Consultant Termination.** Consultant may terminate this Agreement for a material breach of this Agreement by the District upon 30 days' notice.



- 15.3. **Compensation Following Termination.** Upon termination, Consultant shall be paid based on the work satisfactorily performed at the time of termination. In no event shall Consultant be entitled to receive more than the amount that would be paid to Consultant for the full performance of the services required by this Agreement. The District shall have the benefit of such work as may have been completed up to the time of such termination.
- 15.4. **Remedies.** The District retains any and all available legal and equitable remedies for Consultant’s breach of this Agreement.

## 16. INTERPRETATION OF AGREEMENT

- 16.1. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of California.
- 16.2. **Integration of Exhibits.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the provisions of this Agreement and its exhibits, the provisions of this Agreement shall prevail. In the event of any material discrepancy between the express provisions of this Agreement and the exhibits of this Agreement, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between the District and Consultant with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the parties. Amendments hereto or deviations herefrom shall be effective and binding only if made in writing and executed on by the District and Consultant.
- 16.3. **Headings.** The headings and captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and for convenience in reference to this Agreement. Should there be any conflict between such heading, and the section or paragraph thereof at the head of which it appears, the language of the section or paragraph shall control and govern in the construction of this Agreement.
- 16.4. **Pronouns.** Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).
- 16.5. **Severability.** If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and shall be enforceable in its amended form. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.


- 16.6. **No Presumption Against Drafter.** Each party had an opportunity to consult with an attorney in reviewing and drafting this agreement. Any uncertainty or ambiguity shall not be construed for or against any party based on attribution of drafting to any party.

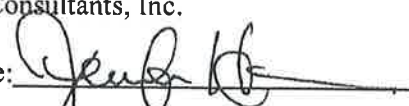
## 17. GENERAL PROVISIONS

- 17.1. **Confidentiality.** All data, documents, discussion, or other information developed or received by Consultant for performance of this Agreement are deemed confidential and Consultant shall not disclose it without prior written consent by the District. The District shall grant such consent if disclosure is legally required. All the District data shall be returned to the District upon the termination or expiration of this Agreement.
- 17.2. **Conflicts of Interest.** Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subcontractor to file, a Statement of Economic Interest with the District’s Filing Officer if required under state law in the performance of the services. For breach or violation of this warranty, the District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of the District, during the term of his or her service with the District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 17.3. **Non-assignment.** Consultant shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without the District’s prior written consent, and any attempt to do so shall be void and of no effect. The District shall not be obligated or liable under this Agreement to any party other than Consultant.
- 17.4. **Binding on Successors.** This Agreement shall be binding on the successors and assigns of the parties.
- 17.5. **No Third-Party Beneficiaries.** Except as expressly stated herein, there is no intended third-party beneficiary of any right or obligation assumed by the parties.
- 17.6. **Time of the Essence.** Time is of the essence for each and every provision of this Agreement.
- 17.7. **Non-Discrimination.** Consultant shall not discriminate against any employee or applicant for employment because of race, sex (including pregnancy, childbirth, or related medical condition), creed, national origin, color, disability as defined by law, disabled veteran status, Vietnam veteran status, religion, age (40 and above), medical


- condition (cancer-related), marital status, ancestry, or sexual orientation. Employment actions to which this provision applies shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or in terms, conditions or privileges of employment, and selection for training. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, the provisions of this nondiscrimination clause.
- 17.8. **Waiver.** No provision, covenant, or condition of this Agreement shall be deemed to have been waived by the District or Consultant unless in writing signed by one authorized to bind the party asserted to have consented to the waiver. The waiver by the District or Consultant of any breach of any provision, covenant, or condition of this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or any other provision, covenant, or condition.
- 17.9. **Excused Failure to Perform.** Consultant shall not be liable for any failure to perform if Consultant presents acceptable evidence, in the District’s sole judgment, that such failure was due to causes beyond the control and without the fault or negligence of Consultant.
- 17.10. **Remedies Non-Exclusive.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies.
- 17.11. **Attorneys’ Fees.** If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys’ fees and costs expended in the action.
- 17.12. **Venue.** The venue for any litigation shall be Los Angeles County, California and Consultant hereby consents to sole jurisdiction in Los Angeles County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.
- 17.13. **Counterparts; Electronic Signatures.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument. The parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature, electronically scanned and transmitted versions (e.g., via pdf) of an original signature, or a digital signature.

**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

“DISTRICT”  
Montecito Sanitary District  
Signature:   
Printed: John Weigold  
Title: General Manager  
Date: 12-21-2022

“CONSULTANT”  
Rincon Consultants, Inc.  
Signature:   
Printed: Jennifer Haddow  
Title: Vice President  
Date: 12/19/22

**Approved as to form:**

Signature:   
Printed: Alex Giragosian  
Title: General Counsel  
Date: 12/21/2022


**Rincon Consultants, Inc.**

 209 East Victoria Street  
 Santa Barbara, California 93101

805 319 4092 OFFICE AND FAX

 info@rinconconsultants.com  
 www.rinconconsultants.com

 October 21, 2022  
 Project No: 22-13722

 Bradley Rahrer, General Manager/District Engineer  
 Montecito Sanitary District  
 1042 Monte Cristo Lane  
 Santa Barbara, California 93101  
 Via email: [brahrer@montsan.org](mailto:brahrer@montsan.org)

**Subject: Proposal to Provide Cultural Resource Monitoring Services for the Montecito Sanitary District's San Ysidro Roundabout Sewer Relocation, Santa Barbara County, California**

Dear Mr. Rahrer:

Rincon Consultants, Inc. (Rincon) is pleased to submit this proposal to provide the Montecito Sanitary District (District) with cultural resource monitoring services for the San Ysidro Roundabout Sewer Relocation Project (project) located at the intersection of San Ysidro Road and North Jameson Lane in the community of Montecito, Santa Barbara County, California. The project proposes new sewer manhole installation over the existing sewer main; existing sewer manhole rehabilitation and modifications; sewer manhole abandonment with sewer main installation; and sewer manhole grade adjustments. The project is located within the jurisdiction of the County of Santa Barbara (County).

The County requires archaeological monitoring as a standard condition (CulRes-07) for ground-disturbing activities conducted within an area where cultural resources are known to exist. The North Jameson Lane portion of the proposed Montecito Sanitary District's San Ysidro Roundabout Sewer Relocation Project (project) is located within the boundaries of a previously recorded prehistoric resource (CA-SBA-18). CA-SBA-18 was originally recorded in 1929 by David Banks Rogers as an extensive Chumash village site with burials. CA-SBA-18 is assumed eligible for listing in the National Register of Historic Places (NRHP) under Criterion D, as the site may have the potential to yield additional information important in prehistory.

County Condition CulRes-07 for the San Ysidro Road Intersection Improvements Project requires a Planning and Development approved archaeologist and a Native American consultant to monitor all earth disturbances including the scarification and placement of fill within an archaeological site area to comply with the provisions of County Archaeological Guidelines. The County Public Works Department has requested the current project be consistent with County Condition CulRes-07 included in the draft overall San Ysidro Roundabout Coastal Development Permit (CDP) given the extensive tribal involvement, as well as a known NRHP eligible resource within the District's project area. Therefore, the abandonment of existing manholes and installation of new manholes at the intersection of San Ysidro Road and North Jameson Lane will be monitored by a qualified archaeologist and local Native American representative. This condition would ensure discoveries are appropriately addressed and project implementation would not result in a significant impact to CA-SBA-18. Rincon understands that the local Native American representative will contract directly through the District.



## Scope of Work

### Task 1. Coordination on Condition Requirements

- Coordination on Article II Appendix C Utility Maintenance exemption and applicability of San Ysidro Roundabout County CDP in process.
- Review of the Caltrans permits and environmental document, CDP history and status, and project scope.
- Archeologist review of previous cultural investigations and County Archaeological Guidelines.
- Archaeological and Native American coordination to create a monitoring recommendation in the archaeologically sensitive area.
- Meeting with District to discuss project specifics, timeline, and excavation scope.
- Coordination on Native American observer and archaeological monitor availability and County approval.
- Discussions with County Public Works staff on applicability of conditions and required documentation.
- Development of project description.
- Coordination on cultural data confidentially and shapefiles.

Task 1 was completed on October 21 and completed consistent with the email notice to proceed provided October 19, 2022.

### Task 2. Archaeological Monitoring Discovery Plan

Rincon will develop and implement an Archaeological Monitoring and Discovery Plan (AMDP) prior to the commencement of project-related ground disturbing activities to address potential impacts to the portion of CA-SBA-18 located within the project site in the event of a find during construction.

The AMDP will provide the following:

- Brief description of the project and location.
- A description of archaeological resources present within the project site.
- Description of how an intact deposit may appear (i.e., color, texture of soil, cultural constituents) based on previous studies at CA-SBA-18.
- Monitoring of all ground disturbing activities under the direction of a qualified archaeologist, defined as an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology (National Park Service 1983).
- Procedures for notifying the District and County in case of a discovery of potentially significant resources or human remains.
- Procedures used to record, evaluate, recover, mitigate new discoveries, and address research goals with a minimum of delay.



- Procedures followed in case of the discovery of human remains. In the event human remains are encountered, notification of the Native American Heritage Commission (NAHC) and consultation with the most likely Native American descendant and landowner, pursuant to Public Resources Code sections 5097.97 and 5097.98, will apply.
- Analytical methods to be employed for analysis of identified resources and disposition of artifacts.
- Documentation of the results of the archaeological and Native American monitoring in a technical memorandum after completion of all ground disturbing construction activities along North Jameson Lane.

The Monitoring Plan will be submitted to the County on October 21 and was completed consistent with the email notice to proceed provided October 19, 2022.

### Task 3. Archaeological Monitoring

Prior to the start of project-related ground-disturbing activities along North Jameson Lane, Rincon will prepare a Worker's Environmental Awareness Program (WEAP) training. The training will be presented to all on-site personnel and will include a briefing regarding the types of archaeological resources that could be found in the project area and the procedures to follow should archaeological resources be encountered. The training will also include a discussion of applicable laws and penalties for removal or disturbance of archaeological materials found on site.

The training will provide instruction for workers with procedures to follow in the event of an archaeological resource discovery, including reporting procedures, and will provide contact information for the on-site monitor(s) and qualified archaeologist. Attendees may include construction supervisors, equipment operators, and agency representatives, to ensure that all parties understand their respective roles and responsibilities. This training will be presented on the first day of construction and will be conducted by the qualified archaeologist.

Ground-disturbing activities associated with the removal of existing manholes and installation of new manholes are proposed for a duration of up to five (5) days along North Jameson Lane. Rincon will provide a qualified archaeologist to monitor all project-related ground disturbing activities, including the removal of asphalt and base materials for up to five (5) 7-hour days, inclusive of travel time. Monitoring of backfill activities will not be required.

The qualified archaeologist will observe soil disturbances, inspect exposed soils, and will have the authority to temporarily halt and/or re-direct work in the event cultural materials are encountered during project-related ground disturbance. The monitor will conduct a cursory inspection of any discoveries. In the event resources potentially significant under CEQA are encountered, further investigation beyond the scope of work described herein may be required. The monitor will prepare daily monitoring logs that include a description of construction activities, soil descriptions (color, grain size, sediments, etc.), and cultural materials identified, if any. The monitoring logs will be reviewed as necessary by a Rincon senior archaeologist and filed at Rincon's Santa Barbara office.

Rincon will provide weekly monitoring summaries with photographs to the County. Monitoring summaries will integrate the information provided on the daily monitoring logs by the project's archaeological monitor. Monitoring summaries will be formatted as a short letter report and will be



delivered electronically. As work is anticipated to last five (5) days, one weekly monitoring summary will be provided to the County.

This task includes all time needed for monitoring, travel, and monitoring log creation. Rincon assumes disturbed cultural materials that are not significant under CEQA will be identified during the monitoring effort. This scope and cost does not include recordation of intact cultural resources discovered during monitoring. A scope and budget augmentation will be requested to address significant intact cultural materials encountered during the monitoring effort.

Monitoring will be initiated Monday October 24.

#### Task 4. Project Management and Coordination

During the tasks outlined above, Rincon will provide regular communication to the District regarding project needs, changes, schedule, budget, and deliverables. Project management tasks include activities required to manage the various tasks above, such as internal project-related communication within the Rincon team, regular e-mail and telephone communications and other tasks associated with contract administration. Project management tasks also comprise of our internal quality control procedures, which include Program Manager and Principal review of all submittals that will be prepared under this work program.

## Assumptions

This scope of work includes the following assumptions:

- The local Native American representative will contract directly through the District.
- Weekly monitoring summaries sent to the County are included under Task 3. If daily monitoring summaries are requested by the County a scope amendment may be required.
- The cost associated with the above tasks does not include time related to addressing significant intact cultural materials encountered during the monitoring effort. If needed, a scope and budget amendment will be requested.
- Monitoring for excavation in excess of five (5) days would require a scope amendment.
- Upon completion of monitoring, Rincon will prepare an Archaeological Monitoring Technical Memorandum describing the results, analysis, and conclusions of the archaeological monitoring effort. Per the California Historical Resources Information System user access agreement, a copy of the final memorandum and associated shapefiles will be provided to the Central Coastal Information Center. This task will be provided under a scope amendment.

## Cost

Rincon will provide environmental consulting services for the project on a time and materials basis in accordance with our January 2022 fee schedule (attached) as specified in the existing contract. The amount charged under this agreement shall not exceed \$14,969 unless otherwise agreed to in writing by the client. Work would be completed in accordance with the terms of a mutually agreeable contract. Table 1 below includes a detailed breakdown of our estimated cost. Tasks 1 and 2 are complete and we





are prepared to initiate Tasks 3 and 4 work immediately upon receiving your notice to proceed (NTP) and signed agreement.

**Table 1 Cost Estimate**

	Budget
Task 1 Coordination on Condition Requirements	\$2,974
Task 2 Archaeological Monitoring and Discovery Plan	\$2,346
Task 3 Archaeological Monitoring	\$8,871
Task 4 Project Management and Coordination	\$778
<b>Total</b>	<b>\$14,969</b>

Thank you for the opportunity to assist with this project. If you have any questions regarding this proposal, please contact Chris Price.

Sincerely,  
**Rincon Consultants, Inc.**

Chris Price  
Senior Supervisor Planner/Project Manager  
805-886-4613  
[cprice@rinconconsultants.com](mailto:cprice@rinconconsultants.com)

Jennifer Haddow, PhD  
Vice President  
805-644-4455  
[jhaddow@rinconconsultants.com](mailto:jhaddow@rinconconsultants.com)

**Attachments**

Attachment 1 Rincon Standard Fee Schedule



## Rincon Consultants, Inc.

### Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$295
Director II	\$295
Principal I	\$280
Director I	\$280
Senior Supervisor II	\$245
Supervisor I	\$228
Senior Professional II	\$212
Senior Professional I	\$197
Professional IV	\$174
Professional III	\$161
Professional II	\$145
Professional I	\$128
Associate III	\$117
Associate II	\$102
Associate I	\$95
Senior GIS Specialist	\$160
GIS/CADD Specialist II	\$140
GIS/CADD Specialist I	\$125
Technical Editor	\$130
Project Accountant	\$110
Billing Specialist	\$95
Production Specialist	\$105
Clerical	\$95

\*Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$375.

### Reimbursable Expenses

Direct Cost	Rates
Photocopies - Black and White	\$0.20 (single-sided) & \$0.40 (double-sided)
Photocopies - Color	\$1.50 (single-sided) & \$3.00 (double-sided)
Photocopies - 11 x 17	\$0.50 (B&W) & \$3.30 (color)
Oversized Maps	\$8.00/square foot
Digital Production	\$15/disc and \$20/flash drive
Light-Duty and Passenger Vehicles*	\$88/day
4WD and Off-Road Vehicles*	\$140/day

\* \$0.65/mile for mileage over 50 and for all miles incurred in employee-owned vehicles.

**Other direct costs** associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 15%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

**Annual Escalation.** Standard rates subject to annual escalation. **Payment Terms.** All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within ten (10) days from receipt or per the contractually required payment terms.


**Rincon Consultants, Inc.**

<b>Equipment</b>	<b>Day Rate</b>
<b>Environmental Site Assessment</b>	
Soil Vapor Extraction Monitoring Equipment	\$155
Four Gas Monitor	\$133
Flame Ionization Detector	\$107
Photo Ionization Detector	\$80
Hand Auger Sampler	\$60
Water Level Indicator, DC Purge Pump	\$45
<b>Natural Resources Field Equipment</b>	
UAS Drone	\$268
Spotting or Fiberoptic Scope	\$165
Petterson Bat Ultrasound Detector/Recording Equipment	\$165
Sound Level Metering Field Package (Anemometer, Tripod and Digital Camera)	\$110
GPS (Sub-meter Accuracy)	\$65
Infrared Sensor Digital Camera or Computer Field Equipment	\$55
Scent Station	\$22
Laser Rangefinder/Altitude	\$11
Pit-fall Traps, Spotlights, Anemometer, GPS Units, Sterilized Sample Jar	\$9
Mammal Trap, Large/Small	\$1.50/\$0.50
<b>Water and Marine Resources Equipment</b>	
Boat (26 ft. Radon or Similar)	\$600
Boat (20 ft. Boston Whaler or Similar)	\$335
Multi Parameter Sonde (Temp, Cond, Turbidity, DO, pH) with GPS	\$165
Water Quality Equipment (DO, pH, Turbidity, Refractometer, Temperature)	\$60
Refractometer (Salinity) or Turbidity Meter	\$37
Large Block Nets	\$110
Minnnow Trap	\$95
Net, Hand/Large Seine	\$55
<b>Field Equipment Packages</b>	
Standard Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet, Safety Equipment, and Botanic Collecting Equipment)	\$110
Remote Field Package (Digital Camera, GPS, Thermometer, Binoculars, Tablet and Mifi, Delorme Satellite Beacon, 24-Hour Safety Phone)	\$140
Amphibian/Vernal Pool Field Package (Digital Camera, GPS, Thermometer, Decon Chlorine, Waders, Float Tube, Hand Net, Field Microscope)	\$165
Fisheries Equipment Package (Waders, Wetsuits, Dip Nets, Seine Nets, Bubblers, Buckets)	\$55
Underwater and Marine Sampling Gear (U/W Photo/Video Camera, Scuba Equipment (Tanks, BCD, Regulators, Wetsuits, etc.))	\$55/diver
Marine Field Package (PFDs - Personal Flotation Devices, 100-foot Reel Tapes with Stainless Carabiners, Pelican Floats, Underwater Slates, Thermometer, Refractometer, Anemometer, Various Field Guides)	\$55
<b>Insurance, Hazard and Safety Fees</b>	
L&H Dive Insurance	\$55/diver
Level C Health and Safety	\$65 person