



City of Santa Barbara

City Clerk's Office

www.SantaBarbaraCA.gov

735 Anacapa Street
P.O. Box 1990
Santa Barbara, CA
93102-1990
Tel.: 805.564.5309
Fax: 805.897.2623

DATE: October 20, 2009
TO: Stetson Engineers
2171 E. Francisco Blvd, Suite K
San Rafael, CA 94901

ATTN: Bill Shahroody, President

FROM: Brenda Alcazar, CMC, Deputy City Clerk *BA*

Enclosed for your records is a fully executed duplicate original of the following agreement between the City of Santa Barbara and the addressee listed above.

Agreement No. 23,185

Professional services agreement with Stetson Engineers for computer modeling services related to implementation of pass-through operations under the Upper Santa Ynez River Operations Agreement in a form approved by the City Attorney and in an amount not to

Enclosure

c: Rebecca Bjork, Water Resources Manager

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT, made and entered into on August 25, 2009 by and between the

CITY OF SANTA BARBARA,
a municipal corporation, hereinafter
referred to as "City";

and

STETSON ENGINEERS INC., a
California corporation
hereinafter referred to as
"Contractor",

WITNESSETH:

Whereas, the City is coordinating with the U.S. Bureau of Reclamation (Reclamation) on the preparation of an environmental document in connection with a proposed Warren Act contract to store and convey Gibraltar Reservoir water in and through Lake Cachuma as provided in the Upper Santa Ynez River Operations Agreement;

Whereas, Reclamation has requested the City to provide technical analyses as to the effects of Pass Through Operations on the Cachuma Project and the Santa Ynez River;

Whereas, Contractor has existing clients that are parties to the Upper Santa Ynez River Operations Agreement; and

Whereas, the City requires the services of professionals having the appropriate background, training, and experience necessary to assist the City by providing technical analyses, including hydrologic computer modeling, to respond to Reclamation's request for technical analyses.

Now, therefore, the City and Contractor agree as follows:

1. CONTRACTOR'S SERVICES

Contractor shall, as authorized and directed by the City, provide the personnel, supervision, equipment, supplies, services, administration, transportation, and other needs to complete the work described in the attached Exhibit A. Contractor is responsible for obtaining and administering the employment of personnel having the training, experience, licenses, and

other qualifications necessary for the work assigned. Contractor is an independent contractor and shall not be considered an agent or employee of the City for any purpose. Contractor and its employees and agents are not entitled to any of the benefits of City employees. All project-related costs shall be assumed and paid by Contractor. This contract provides the exclusive means of payment and reimbursement of costs to Contractor by the City.

Such work shall include the following:

a. Contractor shall perform those services as described in Exhibit A, attached hereto and incorporated herein by this reference, in full compliance with adopted City policies and guidelines as provided to Contractor, and in compliance with all other applicable laws and regulations.

b. Contractor shall perform all services and prepare all documents in professional form, exercising the special experience, skill, and education required for such service.

c. Contractor shall provide finished documents of presentation quality that evidence the highest standards of investigation, professional review, public participation, and presentation.

The City acknowledges that some of the Contractor's existing clients are parties to the Upper Santa Ynez River Operations Agreement. City also acknowledges that Contractor asserts that these existing clients have specifically reserved their present rights as they may be related to or arise out of the implementation of the Pass Through Operations and the impacts of such implementation on the impoundment and/or downstream releases of water from the Cachuma Project. City and Contractor agree that this Contract is not intended to and does not amend the Upper Santa Ynez River Operations Agreement, either impliedly or expressly.

The work products and opinions developed pursuant to this Contract by the Contractor are for the preparation of an environmental document for a proposed Warren Act Contract. The Contractor shall not, by reason of this Contract and the work undertaken by this Contract, be precluded, or sought to be precluded, by the City from representing any existing client of the Contractor in any administrative or judicial proceedings related to the Upper Santa Ynez River Operations Agreement or any administrative or judicial proceeding involving other Santa Ynez River matters. Likewise, the City shall not, by reason of this Contract and the work undertaken by this Contract, be precluded, or sought to be precluded, by the Contractor from using any and all work products and opinions prepared by Contractor in any administrative or judicial proceedings related to the Upper Santa River Operations Agreement or any administrative or judicial proceeding involving other Santa Ynez River matters.

2. CLAIMS AND PAYMENT

a. City shall reimburse Contractor for personnel costs reasonably and necessarily incurred in the performance of required services according to the schedule of hourly rates included in the attached Exhibit A. Any changes in personnel or in rates of compensation specified in Exhibit A must be made in writing and require the prior written approval of the City's Water Resources Manager.

b. City shall reimburse Contractor for other necessary costs including the actual costs of copies, printing, postage, shipping and documents expense, as well as the costs of other materials, equipment, services and supplies, as required to complete the work and approved by the City's Water Resources Manager, according to the attached Exhibit A. Any costs associated with subcontractor work shall not include more than a 10% surcharge (of total cost of additional subcontractor work) for Contractor's supervision, administrative costs, profit and overhead.

c. Total compensation for services pursuant to this agreement to complete the work identified in Exhibit A, including all reimbursable expenses, shall not exceed the sum of **thirty six thousand five hundred forty nine dollars (\$36,549.00)** without the express written approval of the City of Santa Barbara. In any case, total compensation for services pursuant to this agreement shall not exceed **forty thousand seven hundred dollars (\$40,700)**.

d. Contractor shall request payment by submitting a claim to the City Water Resources Manager for review and approval. Each Contractor claim shall contain an itemized statement showing the hours spent on each task by which employees following the budget format included in Exhibit A. Copies of subcontractors' invoices shall be attached to any Contractor claim seeking reimbursement for subcontractor expenses. Any claim requesting reimbursement for a direct expenditure (i.e., travel, postage, phones, etc.) in excess of \$100 shall include evidence of expenditure. A summary report of work completed shall be submitted with each claim.

e. Contractor shall submit claims for payment to the City on a monthly basis.

f. Contractor shall keep records concerning payment items on a generally recognized accounting basis and such records shall be maintained for a period of two (2) years following the completion of the work assigned. Such records shall be made available for copying, inspection or audit by City employees, or independent agents during reasonable business hours.

3. SCHEDULE OF PERFORMANCE AND BUDGET

Contractor shall satisfactorily perform the services described in Paragraph 1 of this Agreement within the time schedule shown in Exhibit A. Contractor shall review the remaining work and remaining budget at least monthly (or at such other interval as directed by City staff) and shall confirm that completion may be expected within the budget approved or, in the alternative, give immediate notice when it shall first appear that the approved budget will not be sufficient, together with an explanation for any projected insufficiency. Contractor shall immediately inform the City's Water Resources Manager of any problems, obstructions or deviations of which Contractor becomes aware affecting Contractor's ability to complete the project in a timely, efficient and competent manner.

4. TERMINATION

The City may terminate this Agreement at any time, with or without cause, by giving seven (7) days written notice to Contractor. Upon such termination, Contractor shall be entitled only to compensation for services performed satisfactorily in accordance with this Agreement prior to notice of termination.

5. NO ASSIGNMENT

This Agreement for professional services is awarded on the basis of demonstrated personal skills and abilities and Contractor shall not assign this Agreement without the prior written consent of City, which may be granted or withheld at City's sole discretion.

6. OWNERSHIP OF DOCUMENTS

All documents prepared by Contractor pursuant to this Agreement shall become the property of the City upon full and complete compensation to Contractor for services performed herein. Contractor may retain copies of said original documents for Contractor's file.

7. INDEMNITY

Contractor shall, to the extent permitted by law, investigate, defend, indemnify, and hold harmless the City, its officers, employees, and agents from and against any and all loss, damage, liability, claims, demands, detriments, costs, charges, and expense (including reasonable attorney fees), and causes of action of whatsoever character which the City may incur, sustain or be subjected to on account of loss or damage to property or loss of use thereof, or for bodily injury to or death of any persons (including but not limited to property, employees, subcontractors, agents and invitees of each party hereto) arising out of or in any way connected with the work to be performed under this agreement.

8. INSURANCE REQUIREMENTS

As part of the consideration for this agreement, Contractor agrees to purchase and maintain at its sole cost and expense during the entire term of this agreement insurance coverage as specified below, with an insurer or insurers satisfactory to the City:

a. Combined single limits of not less than one million (\$1,000,000) dollars of Comprehensive General Liability Insurance, including Bodily Injury and Property damage coverage and one million (\$1,000,000) dollars of Comprehensive Automobile Liability Insurance, including Bodily Injury and Property Damage coverage. This insurance shall include:

i. Extension of coverage to the City, its officers, agents, and employees, as insured, with respect to Contractor's liabilities hereunder in insurance coverage identified above.

ii. A provision that coverage will not be canceled or subject to reduction until at least thirty (30) days prior written notice has been given to the City Clerk, addressed to P.O. Box 1990, Santa Barbara, California 93102-1990;

iii. A provision that Contractor's insurance shall apply as primary, and not excess of, or contributing with, the City;

iv. Contractual liability coverage sufficiently broad so as to include the liability assumed by the Contractor in the indemnity and hold harmless provisions of this agreement to the extent of the required policy limits;

v. A cross liability clause, or equivalent wording, stating that coverage will apply separately to each named or additional insured as if separate policies had been issued to each;

vi. A broad form property damage endorsement; and,

vii. A provision that the policies be provided on an "occurrence" basis.

b. Statutory Works' Compensation and Employer's Liability Insurance: In accordance with the provisions of the California Labor Code, Contractor is required to be insured against liability for Workers' Compensation or to undertake self-insurance. The policy shall provide that no cancellation, major change in coverage or expiration shall be effective or occur until at least thirty (30) days after receipt of such notice by the City.

c. Approval of insurance by the City or acceptance of the certificate of insurance by the City shall not relieve or decrease the extent to which the Contractor may be held responsible for payment of damages resulting from Contractor's services or operation pursuant to the Agreement, nor shall it be deemed a waiver of the City's rights to insurance coverage hereunder.

d. A Certificate of Insurance, supplied by the City, evidencing the above coverage, shall be completed by Contractor's insurer or its agent and submitted to the City prior to execution of this agreement by the City. Contractor shall exercise due diligence to require any and all sub-consultants and/or sub-contractors and all tiers of such sub-contractors to provide General and Automobile Liability, Workers' Compensation and Professional Liability Insurance as set forth above.

9. NOTICES

Notice may be given by personal delivery or by placing the notice in a properly addressed envelope and depositing that envelope in the United States mail with first class postage paid.

10. PROHIBITION AGAINST DISCRIMINATION

Section 9.126.020 of the Santa Barbara Municipal Code, prohibiting unlawful discrimination in employment practices is attached and described in Exhibit B and incorporated herein by reference. Contractor shall fulfill all obligations of a contractor under the provisions of such section.

11. CITY SERVICE CONTRACTOR MANDATORY MINIMUM WAGE

Chapter 9.128 of the Santa Barbara Municipal Code establishes a mandatory minimum wage for employees of contractors providing services to the City. In the performance of this Agreement, Contractor and any subcontractor, agent, or assignee of Contractor under this Agreement shall comply with the provisions of Chapter 9.128 of the Municipal Code as such Chapter existed upon the adoption of this Agreement or the last date this Agreement was amended.

12. BUSINESS TAX CERTIFICATE

Contractor shall obtain necessary City business tax certificate prior to the execution of this Agreement at Contractor's expense, and shall maintain such certificate through the term of this Agreement.

13. RIGHT TO PERFORM SIMILAR SERVICES

Nothing in this Agreement shall restrict the City from providing the same or similar services through City employees, other contractors, other resources, or by arrangements with other agencies. Except as provided in Section 1 of this Agreement, Contractor may engage in similar activities to the extent that such work does not conflict with the proper performance of services under this Agreement.

14. CONFLICT OF INTERESTS

Contractor warrants by execution of this Agreement that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, and that, except as provided in Section 1 of this Agreement, Contractor maintains no agreement, employment, or position which would be in conflict with the duties to be performed for the City under this Agreement. Except as provided in Section 1 of this Agreement, Contractor further agrees that during the term of this agreement, Contractor will not obtain, engage in, or undertake any interests, obligations or duty which would be in conflict with, or interfere with, the services or duties to be performed under the provisions of this Agreement.

15. NO WAIVER OF PROVISIONS

No waiver of a breach of any provision of this Agreement shall be construed to be a continuing waiver of that provision, nor a waiver of any breach of another provision of this Agreement.


Continued next page...

16. APPLICABLE LAWS, PARTIAL INVALIDITY

This agreement shall be subject to the laws, rules, regulations, Charter and ordinances in effect within the City of Santa Barbara, County of Santa Barbara, California, and any interpretation of the law that may be necessary shall be pursuant to the laws applicable within that jurisdiction. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable for any reason, that provision shall be deleted from this Agreement and such deletion shall in no way affect, impair, or invalidate any other provision of this Agreement, unless it was material to the consideration for the performance required. If a provision is deleted which is not material to such consideration, the remaining provisions shall be given the force and effect originally intended.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first written above.


CITY OF SANTA BARBARA,
a Municipal Corporation


Christine F. Andersen, Public Works Director


STETSON ENGINEERS INC.,
a California Corporation


Signature

ATTEST:

for 
Cynthia M. Rodriguez, CMC, City Clerk Services
Manager


Type or Print Name


Title

APPROVED AS TO CONTENT:


Rebecca Bjork
Water Resources Manager

2171 E. Francisco Blvd, Suite K
San Rafael, California 94901

Phone: (415) 457-0701

Facsimile: (415) 457-1638

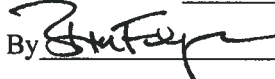
APPROVED AS TO FORM:


Stephen P. Wiley, City Attorney

By 

Business Tax Compliance:

Certificate No. 974311

By 

Approved as to Insurance:


Bradford E. Landreth, Risk Manager

City of Santa Barbara**Modeling of Pass Through Operations at Cachuma****- Scope of Work -****Background**

Signatories to the 1989 Upper Santa Ynez River Operations Agreement (Pass Through Agreement) are working to implement the "Pass Through Operations" mode. The City of Santa Barbara is coordinating with Reclamation to develop and execute a Warren Act contract to allow the City to store Gibraltar water in Lake Cachuma as provided in the Pass Through Agreement. Reclamation has requested technical analysis as to the effects of Pass Through Operations on the Cachuma Project and the Santa Ynez River. The City wishes to contract for modeling work to provide results of analysis for use by the City and Reclamation in completing an Environmental Assessment for the proposed Warren Act Contract.

Model to be Used

Modeling work will be based on the daily time step Santa Ynez River RiverWare Model for Jameson/Gibraltar to Lake Cachuma. From Lake Cachuma to the Lompoc Narrows, it will be based on the current version of the monthly time step Santa Ynez River Hydrology Model, as used for modeling related to the EIR for the Cachuma water rights hearing before the SWRCB.

Current Model Capabilities

It is assumed that the current models include the following capabilities:

- User-specified parameters for diversions by the City at Gibraltar through Mission Tunnel and area-capacity data for Gibraltar Reservoir;
- Modeling of both Actual Operations (per above parameters) and Base Operations at Gibraltar (per the Pass Through Agreement);
- Calculation of Base - Actual increment of spills and releases from Gibraltar Reservoir, conveyance factor, and adjusted Base - Actual flow to Lake Cachuma;
- Mechanism for adjusting the ANA and BNA pursuant to "mitigation" mode of the Pass Through Agreement;
- Reporting of modeled river flows and water quality downstream of Lake Cachuma;
- Reporting of fish surcharge at Lake Cachuma and fish operations downstream of Bradbury Dam;
- Reporting of water rights releases and groundwater basins downstream of Bradbury Dam; and
- Reporting of SWP deliveries to Lake Cachuma and the Santa Ynez River.

Work Items

- Discuss with City staff and the Technical Committee options for an appropriate “reference case,” to which results of the Pass Through Operations will be compared as a part of the environmental assessment for the proposed Warren Act Contract. (The reference case is expected to be one of the scenarios that have been run for the Cachuma EIR work.)
- Modify the models to accommodate Pass Through Operations per the agreement, including:
 - Calculate constructive inflow to Lake Cachuma under the Pass Through Operations;
 - Create the Gibraltar Pass Through Account (PTA) at Cachuma to store the flow of adjusted Gibraltar spill/release increment into Cachuma, including credits to and debits from the PTA;
 - Provide for losses from the PTA due to spill and evaporation;
 - Incorporate rules as directed by City for specifying deliveries from the PTA to the City via Tecolote Tunnel;
 - Track Gibraltar diversion limits under Pass Through Operations and any mitigation relinquishments pursuant to Appendix D, Section 3 of the agreement;
 - Modify accounting of ANA and BNA water to operate per Pass Through Operations instead of “mitigation” mode; and
 - Modify any other elements of the models that are affected by the Pass Through Operations.
- Conduct appropriate validation of the modified models.
- Perform complete runs of the modified models for 5 different scenarios of Gibraltar reservoir volume, reflecting ongoing siltation, for each of the following:
 - “Reference case” as discussed above; and
 - Pass Through Operations
- Perform a run of the modified models for the Gibraltar Reservoir Base Operations.
- Perform a model run of the current model mitigation mode for Gibraltar Reservoir at 5,000 AF volume.
- Present results of the modeling effort to the Pass Through Technical Committee

Work Product

- Prepare a technical memorandum with associated appendices, in draft and final form, summarizing, documenting, and interpreting the work that was done. Include appropriate tables and graphs to illustrate key findings of the modeling. Include a printout of the model code showing changes from current version.
- Provide relevant electronic data output files for all model runs.

- Provide a copy of the modified models to the City, including any input files needed to run the model.

Timing

All modeling, analysis, and documentation should be completed within 90 days of notice to proceed, which is anticipated shortly after August 25, 2009.

EXHIBIT A

COST ESTIMATE
for Modeling of Pass Through Operations at Cachuma

Name: Ali Shahroody Curtis Lawler Julian Fulwiler Zac Stanley Robyn Krueger Stetson Totals

	Principal		Senior I		Assistant I		GIS Specialist		Administrative		Expenses
	hrs	\$185	hrs	\$147	hrs	\$89	hrs	\$89	hrs	\$68	
1. Work with City to Develop "Reference Case" & Scenarios of Various Gibraltar Volumes	8	\$1,480	6	\$882	0	\$0	0	\$0	0	\$0	\$2,362
2. Daily Flow Modeling from Jameson/Gibraltar to Lake Cachuma (Santa Ynez River RiverWare)	5	\$925	50	\$7,350	8	\$712	0	\$0	0	\$0	\$8,987
3. Monthly Flow Modeling for Lake Cachuma and Lower Santa Ynez River (Santa Ynez River Hydrology Model)	5	\$925	50	\$7,350	8	\$712	0	\$0	0	\$0	\$8,987
4. Attend Meeting and Conference Calls	17	\$3,145	16	\$2,352	0	\$0	0	\$0	0	\$0	\$1,500
5. Prepare Draft Technical Memorandum with Associated Appendices	10	\$1,850	20	\$2,940	8	\$712	2	\$178	4	\$272	\$5,952
6. Prepare Any Additional Analysis, Final Technical Memorandum, and Provide All Final Models/Data	8	\$1,480	10	\$1,470	0	\$0	2	\$178	2	\$136	\$3,264
Total Labor Hours	53	\$9,805	152	\$22,344	24	\$2,136	4	\$356	6	\$408	

Billable Hours Sub-total	239	\$35,049
Expenses Sub-total		\$1,500
Grand Total		\$36,549



2171 E. Francisco Blvd., Suite K • San Rafael, California 94901
 Phone: (415) 457-0701 • FAX: (415) 457-1638 • email: sr@stetsonengineers.com

Covina and Bakersfield, California • Mesa, Arizona • Centennial, Colorado • Diamondhead, Mississippi

Standard Fee Schedule

Effective Date: July 01, 2008

Special Project Director	\$200.00	Per Hour
Principal	\$185.00	Per Hour
Project Manager, Senior	\$173.00	Per Hour
Supervisor I	\$173.00	Per Hour
Supervisor II	\$163.00	Per Hour
Supervisor III	\$155.00	Per Hour
Senior I	\$147.00	Per Hour
Senior II	\$131.00	Per Hour
Senior III	\$121.00	Per Hour
Construction Manager	\$120.00	Per Hour
Construction Manager / Oversight	\$105.00	Per Hour
Senior Construction Inspector	\$105.00	Per Hour
Senior Field Geologist	\$120.00	Per Hour
Senior Associate	\$110.00	Per Hour
Associate I	\$105.00	Per Hour
Associate II	\$100.00	Per Hour
Associate III	\$95.00	Per Hour
Senior Assistant	\$92.00	Per Hour
Assistant I	\$89.00	Per Hour
Assistant II	\$84.00	Per Hour
Assistant III	\$79.00	Per Hour
GIS Manager	\$105.00	Per Hour
GIS Specialist I	\$89.00	Per Hour
GIS Specialist II	\$79.00	Per Hour
Technical Illustrator	\$79.00	Per Hour
AutoCAD Technician	\$79.00	Per Hour
Aide I	\$68.00	Per Hour
Aide II	\$58.00	Per Hour
Aide III	\$53.00	Per Hour
Project Coordinator I	\$121.00	Per Hour
Project Coordinator II	\$89.00	Per Hour
Project Coordinator III	\$79.00	Per Hour
Contract Management	\$95.00	Per Hour
Administrative I	\$68.00	Per Hour
Administrative II	\$58.00	Per Hour
Administrative III	\$53.00	Per Hour

Note: Testimony fees are 150% of standard rates and apply to depositions, court time and time spent on stand-by at attorneys request. Travel Time and preparation time is charged at standard rates. Stetson Engineers Inc. authorizes only staff at associate classification or higher to testify as expert witnesses.

Direct Expense Rates

Expense Description	Billing Rate
Fax (In-House)	\$.30 / sheet
CAD (In-House)	\$15.00 / hour
GIS Expense (In-House)	\$15.00 / hour
Specialty Computer Expense (In-House)	\$5.00 / hour
Mileage	\$.55 / mile
Reproduction B & W (In-House)	\$.15 / sheet
Reproduction Color 8.5 x 11 (In-House)	\$.89 / sheet
Reproduction Color 11 x 17 (In-House)	\$1.89 / sheet
Plotter Reproduction (In House)	\$1.50 / sq. ft
Survey Equipment	\$120.00 / day

All other project expenses (i.e., telephone, commercial transportation, meals, lodging, postage, outside reproduction, etc.) are billed at cost

EXHIBIT B

CONTRACTOR'S NONDISCRIMINATORY EMPLOYMENT CERTIFICATE Santa Barbara Municipal Code § 9.126.020

A. Certificate Generally

Consistent with a policy of nondiscrimination in employment on contracts of the City of Santa Barbara and in furtherance of the provisions of Section 1735 and 1777.6 of the California Labor Code a "contractor's obligation for nondiscriminatory employment certificate" as hereinafter set forth shall be attached and incorporated by reference as an indispensable and integral term of all bid specifications and contracts of the City for purchases, services, and the construction, repair, or improvement of public works.

B. Contents of Certificate

The Contractor's obligation for nondiscriminatory employment is as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. The Contractor will take positive action or ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification. Such action 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; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, ancestry, sexual orientation, political affiliation or beliefs, sex, age, physical handicap, medical condition, marital status or pregnancy (as those terms are defined by the California Fair Employment and Housing Act -- Government Code Section 12900-12996), except where such discrimination is based on a bona fide occupational qualification.

3. The Contractor will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the City advising the said labor union or workers' representative of the Contractor's commitments under this provision, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor will permit access to his records of employment, employment advertisements, application forms, and other pertinent data and records by the City, the Fair Employment Practices Commission, or any other appropriate agency of the State designated by the City for the purposes of investigation to ascertain compliance with the Contractor's Obligation for Nondiscriminatory Employment provisions of this contract, or Fair Employment Practices statute.

5. A finding of willful violation of the nondiscriminatory employment practices article of this contract or of the Fair Employment Practices Act shall be regarded by the City as a basis for determining that as to future contracts for which the Contractor may submit bids, the Contractor is a "disqualified bidder" for being "nonresponsible". The City shall deem a finding of willful violation of the Fair Employment Practices Act to have occurred upon receipt of written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of any such written notice, the City shall notify the Contractor that unless he demonstrates to the satisfaction of the City within a stated period that the violation has been corrected, he shall be declared a "disqualified bidder" until such time as the Contractor can demonstrate that he has implemented remedial measures, satisfactory to the City, to eliminate the discriminatory employment practices which constituted the violation found by the Fair Employment Practices Commission.

6. Upon receipt from any person of a complaint of alleged discrimination under any City contract, the City Administrator shall ascertain whether probable cause for such complaint exists. If probable cause for the complaint is found, the City Administrator shall request the City Council to hold a public hearing to determine the existence of a discriminatory practice in violation of this contract.

In addition to any other remedy or action provided by law or the terms of this contract, the Contractor agrees that, should the City Council determine after a public hearing duly noticed to the Contractor that the Contractor has not complied with the nondiscriminatory employment practices provisions of this contract or has willfully violated such provisions, the City may, without liability of any kind, terminate, cancel, or suspend this contract, in whole or in part. In addition, upon such determination the Contractor shall, as a penalty to the City, forfeit a penalty of \$25.00 for each calendar day, or portion thereof, for each person who was denied employment as a result of such noncompliance. Such moneys shall be recovered from the Contractor. The City may deduct any such penalties from any moneys due the Contractor from the City.

7. The Contractor certifies to the City that he has met or will meet the following standards for positive compliance, which shall be evaluated in each case by the City:

- a. The Contractor shall notify all supervisors, foremen and other personnel officers in writing of the content of the nondiscrimination provision and their responsibilities under it.
- b. The Contractor shall notify all sources of employee referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the nondiscrimination provision.
- c. The Contractor shall file a basic compliance report as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also specify the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
- d. The Contractor shall notify the City of opposition to the nondiscrimination provision by individuals, firms or organizations during the period of this contract.

8. Nothing contained in this Contractor's Obligation for Nondiscriminatory Employment Certificate shall be construed in any manner to prevent the City from pursuing any other remedies that may be available at law.

9. The Contractor certifies to the City that he will comply with the following requirements with regard to all subcontractors and suppliers:

- a. In the performance of the work under this contract, the Contractor will include the provisions of the foregoing paragraphs (1) through (8) in all subcontracts and in any supply contract to be performed within the State of California, so that such provisions will be equally binding upon each subcontractor and each supplier.
- b. Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction by the City, the Contractor may request the City to enter into such litigation to protect the interests of the City.

CERTIFICATE OF INSURANCE

This certifies to City of Santa Barbara, P.O. Box 1990, Santa Barbara, California, 93102-1990 that the following described policies have been issued to:

Insured: Stetson Engineers Inc.
 Address: 2171 Francisco Blvd East, Ste K.
San Rafael, CA 94901

Location of operations insured: San Rafael, Covina, Bakersfield CA
Mesa, AZ and Centennial, CO

Description of work (show project name and/or contract number, if any): Technical Analysis - Lake Cachuma Pass Operations

POLICIES AND INSURERS	LIMITS		POLICY NUMBER	EXPIRATION DATE
	Bodily Injury	Property Damage		
General Liability <input type="checkbox"/> Comprehensive <input type="checkbox"/> Commercial _____ (Insurer)	Each Person	Each Occurrence	<div style="border: 1px solid black; padding: 5px; width: 100%;"> PLEASE SEE ATTACHED CERTIFICATE OF INSURANCE </div>	
	Each Occurrence	Aggregate		
	Combined Single Limit			
Automobile Liability <input type="checkbox"/> Owned <input type="checkbox"/> Hired <input type="checkbox"/> Non Owned _____ (Insurer)	Each Person	Each Accident		
	Each Occurrence			
	Combined Single Limit			
Professional Liability • Errors & Omissions • Malpractice (if applicable) • Negligent Performance _____ (Insurer)	Each Person	Each Accident		
	Each Occurrence	Aggregate		
	Combined Single Limit			
Workers' Compensation _____ (Insurer)	STATUTORY			
	Employer's Liability \$			

The following coverage or conditions are in effect: General Liability Automobile Liability Yes | No

1. City of Santa Barbara, its Officers, Employees, and Agents Named as Additional Insured.	
2. Policies will not be Canceled, Limited, or Allowed to Expire without 30 Days Written Notice to the City Clerk, P.O. Box 1990, Santa Barbara, CA 93102-1990, or 10 days notice for non payment of premium.	
3. Coverage Afforded the City shall Apply as Primary and Not Excess to Any Insurance Issued in the Name of the City.	
4. Blanket or Scheduled Contractual Liability Sufficiently Broad to Cover Liability Assumed in Contract.	
5. Policy includes a Severability of Interest provision.	
6. Broad Form Property Damage Endorsement	
7. Products and Completed Operations	
8. X, C, U Hazards Included	
9. Longshoremen's and Harbor Worker's Act	
10. Liquor Liability	
11. Fire Legal Liability	
12. Other (Specify)	

Date: Sept. 15, 2009

Please see attached certificate of insurance

 (Authorized Signature)

 (Date)

At: _____

 (Company and Address)

NOTE: Authorized signature may be the agent if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID RB
STETS-1

DATE (MM/DD/YYYY)
09/14/09

PRODUCER
InsPro- Jim Lohmann x105-(A&E)
Insurance Services
4010 Moorpark Avenue, #112
San Jose CA 95117
Phone: 408-241-0014 Fax: 408-241-0037

INSURED
Stetson Engineers, Inc.
2171 E. Francisco Blvd, Ste. K
San Rafael CA 94901

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.


INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	U.S. Specialty Insurance Co.	
INSURER B:	Continental Casualty Company	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A			GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	2099943204	03/07/09	03/07/10	EACH OCCURRENCE	\$ 100000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300000
							MED EXP (Any one person)	\$ 10000
							PERSONAL & ADV INJURY	\$ 1000000
							GENERAL AGGREGATE	\$ 2000000
							PRODUCTS - COMP/OP AGG	\$ 2000000
A			AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	2099943218	03/07/09	03/07/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1000000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
			GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
							OTHER THAN AUTO ONLY: EA ACC	\$
							AGG	\$
A			EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	2099445066	03/07/09	03/07/10	EACH OCCURRENCE	\$ 3000000
							AGGREGATE	\$ 3000000
								\$
								\$
								\$
			WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTHER
							E L EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A			OTHER PROFESSIONAL LIABILITY	US 06 10141 02 DEDUCTIBLE \$50,000	01/01/09	01/01/10	PER CLAIM	\$1,000,000
							AGGREGATE	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
***10 day notice of cancellation when for nonpayment of premium. Certificate holder is additional insured as required by written contract as respects operations of named insured per form S146968A31 attached.**

CERTIFICATE HOLDER	CANCELLATION
CITYO-1 City of Santa Barbara its officers, employees and agents Attn City Clerk PO Box 1990 Santa Barbara CA 93102-1990	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL *30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 

IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS COMPLETED OPERATIONS COVERAGE & BLANKET WAIVER OF SUBROGATION ARCHITECTS, ENGINEERS AND SURVEYORS

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

- A. WHO IS AN INSURED (Section C.)** of the Businessowners Liability Coverage Form is amended to include as an insured any person or organization whom you are required to add as additional insured on this policy under a written contract or written agreement, but the written contract or written agreement must be: 1) Currently in effect or becoming effective during the term of this policy; and 2) Executed prior to the "bodily injury", "property damage" or "personal and advertising injury".
- B.** The insurance provided to the additional insured is limited as follows: 1. That person or organization is an additional insured solely for liability due to your negligence specifically resulting from "your work" for the additional insured which is the subject of the written contract or written agreement. No coverage applies to liability resulting from the sole negligence of the additional insured. 2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to the limits of insurance shown in the declarations. 3. The coverage provided to the additional insured within this endorsement and section titled **LIABILITY AND MEDICAL EXPENSE DEFINITIONS – Insured Contract (Section F 9)** within the Businessowners Liability Coverage Form, does not apply to "bodily injury" or "property damage" arising out of the "products-completed operations hazard" unless required by written contract or written agreement. 4. The insurance provided to the additional insured does not apply to "bodily injury," "Property damage" "personal and advertising injury" arising out of an architects, engineers, or surveyors rendering of or failure to render any professional services including: a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications by any architect, engineer or surveyor performing services on a project of which you serve as construction manager or; b) Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager. 5. This insurance does not apply to "bodily injury" "property damage" or "personal and advertising injury" arising out of: a) The construction or demolition work while you are acting as a construction or demolition contractor. This exclusion does not apply to work done for or by you at your premises.
- C. BUSINESSOWNERS GENERAL LIABILITY CONDITIONS – Duties In The Event of Occurrence, Offense, Claim or Suit (Section E2.)** of the Businessowners Liability Coverage

Form is amended to add the following: An Additional Insured under this endorsement will as soon as practicable: **1.** Give written notice of an occurrence or an offense to us which may result in a claim or "suit" under this insurance. **2.** Tender the defense and indemnity of any claim or "suit" to us for a loss we cover under this coverage part. **3.** Tender the defense and indemnity of any claim or "suit" to any other insurer which also has insurance for a loss we cover under this coverage part and **4.** Agree to make available any other insurance which the additional insured has for a loss we cover under this coverage part. We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "suit" from the additional insured.

- D. OTHER INSURANCE (Section H. 2 & 3)** of the Businessowners Common Policy Conditions are deleted and replaced with the following: **2.** This insurance is excess over any other insurance naming the additional insured as an insured whether primary excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance be either primary or primary and noncontributing to the additional insured's own coverage. This insurance is excess over any other insurance to which the additional insured has been added as an additional insured by endorsement. **3.** When this insurance is excess, we will have no duty under Coverage **A** or **B** to defend the additional insured against any "Suit" if any other insurer has a duty to defend the additional insured against that "Suit" if not other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers. When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of: **(A)** The total amount that all such other insurance would pay for the loss in the absence of this insurance and **(B)** The total of all deductible and self-insured amounts under all that other insurance. We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance Provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.
- E. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (Section K.2)** of the Businessowners Common Policy Conditions is deleted and replaced with the following: **2.** We waive any right or recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or written agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included within the "products completed operations hazard."

Named Insured: STETSON ENGINEERS INC.

Policy Number: 2099943204

Policy Term: March 7, 2009 to March 7, 2010

SB-146968-A31 (Ed. 01/06)

EMPLOYERS COMPENSATION INSURANCE

P.O. Box 9057 Oxnard CA 93031
800.520.1683 Fax 805.499.7214

Certificate of Insurance

This Certificate is issued as a matter of information only and confers no rights upon the Certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Issue Date 09/15/2009

(MM/DD/YY)

PRODUCER	INSURED
BAY-METRO HEALTH INSURANCE SERVICES NEIL SMALL, CA. LICENSE #0557244 P.O. BOX 214 WALNUT CREEK, CA 94597 TEL#925-952-4584 FAX# (847) 589-1357	Stetson Engineer's Inc. Attn: Traci Neumberger 2171 East Francisco Blvd. #K San Rafael, CA 94901 Tel (415) 457-0701

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document, with respect to which this Certificate may be issued or may pertain. The insurance afforded by the policies described herein, is subject to all the terms. Exclusions and conditions of such policies, limits shown, may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	LIMITS	
WORKER'S COMPENSATION AND EMPLOYERS LIABILITY (CALIFORNIA ONLY)	SJ81-0709-20404	07/01/2009	07/01/2010	Each Accident	\$ 1,000,000
				Disease - Policy Limit	\$ 1,000,000
				Disease - Each Employee	\$ 1,000,000
OTHER					

DESCRIPTION OF ALL OPERATIONS | LOCATIONS | VEHICLES | SPECIAL ITEMS

Job #2315

CERTIFICATE HOLDER

City Clerk
City of Santa Barbara
P.O. Box 1990,
Santa Barbara, CA 93102-1990

CANCELLATION

Should any of the described be canceled before the expiration date thereof, the issuing company will mail 10 days written notice to Certificate holder named to the left.

Neil Small
Authorized Representative

09/15/2009

Date

1. * Select A, B C or D below.

- A. All employees working on the City of Santa Barbara contract are in the following exempt category: _____

* Attach verification information and complete the certification portion on page 3.

- B. Employees working on City of Santa Barbara contracts receive a pay rate that meets or exceeds the City of Santa Barbara Living Wage requirement of \$15.10 per hour without benefits.

* Complete items #2, #3, #4, #5 and the certification portion on page 3.

- C. Employees working on City of Santa Barbara contracts receive a pay rate that meets the City of Santa Barbara Living Wage requirement of \$12.94 per hour with the following benefits:

1. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
2. Basic Medical Insurance Coverage for the Employee.

* Complete items #2, #3, #4, #5 and the certification portion on page 3.

- D. Employees working on City of Santa Barbara contracts receive a pay rate that meets the City of Santa Barbara Living Wage requirement of \$11.86 per hour with all of the following benefits:

1. A combined twelve days compensated leave time annually for full-time employees, and prorated leave for employees working less than full time
2. Basic Medical Insurance Coverage for the Employee.
3. Basic Medical Insurance Coverage for the Employee's spouse, domestic partner or family.
4. One additional Supplemental Benefit as defined in the Ordinance.
 - Pension or deferred compensation retirement plan.
 - Childcare or dependent care.
 - Equivalent of ten (10) eight hour days of compensated leave over and above the compensated leave in item 1.
 - Other: Dental Coverage for Employee Spouse & Dependents Premiums; LTD/ADD Insurance Premiums.

* Complete items #2, #3, #4, #5 and the certification portion on page 3.

2. Will any subcontractors perform work on this contract? Yes No

If yes, please indicate company(s) on an additional page.

3. Will you post the enclosed employee notification form in an area accessible to employees working on City of Santa Barbara contracts? Yes No

4. You may be required to provide certified payroll records any time during the contract period. These payroll records must include the following information for each employee working on this contract: employee name, job classification, employer benefit contribution, and hourly pay under this contract.

Do you agree to provide this information within 14 calendar days when requested? Yes No

The City may also perform on site payroll audits that may include, but are not limited to, employee interviews.

5. a) Please quantify the aggregate affect that the Living Wage requirements had on your bid price (i.e., no cost affect, increase bid price by \$..., etc.)?

No Cost affect

b) How many employees benefited from the living wage requirement? N/A

c) Annual aggregate wage increase for the group. \$ N/A

The signatory below hereby certifies, under penalty of perjury, that the forgoing information is correct:

Stetson Engineers Inc
Company Name

2171 Francisco Blvd East, Ste K, San Rafael, CA 94901
Company Address City, State, Zip

Jonathan Clare (415) 457-0701, (415) 457-0717 (FAX) or jonathanc@stetsonengineers.com
Contact Name Phone number Fax number

Ali Shahroody, President
Name and Title (Please print)  Signature

September 15, 2009
Date

You may fax the compliance statement to: City of Santa Barbara Finance Department (Purchasing) at (805) 897-1977.