



**GREAT BASIN UNIFIED
AIR POLLUTION CONTROL DISTRICT**

REQUEST FOR PROPOSALS

**ENVIRONMENTAL COMPLIANCE AND
RESOURCE MANAGEMENT CONSULTING SERVICES**

MARCH 13, 2015

**157 SHORT STREET, SUITE 6
BISHOP, CA 93514**

PHONE: (760) 872-8211



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

REQUEST FOR PROPOSALS

ENVIRONMENTAL COMPLIANCE AND RESOURCE MANAGEMENT CONSULTING SERVICES

TABLE OF CONTENTS

COVER LETTER	1
I. REQUEST FOR PROPOSALS	3
A. INTRODUCTION	3
B. BACKGROUND	3
1. OWENS LAKE DUST CONTROLS	3
2. PRE-HISTORIC CULTURAL RESOURCES	4
C. SCOPE OF WORK	5
1. TASK 1 - GENERAL ON-CALL SERVICES RELATED TO THE OWENS LAKE DUST MITIGATION PROJECT	5
2. TASK 2 – CULTURAL RESOURCE TASK FORCE	6
D. PROJECT FUNDING AND DURATION	6
E. SCHEDULE	6
II. INSTRUCTIONS AND CONDITIONS	8
A. GENERAL CONDITIONS	8
1. SPECIAL ELIGIBILITY REQUIREMENTS	8
2. PRE-CONTRACTUAL EXPENSES	8
3. AUTHORITY TO WITHDRAW RFP AND/OR NOT AWARD CONTRACT	8
4. PRICING APPROACH	8
5. RIGHT TO REJECT PROPOSALS	8
6. PROPOSAL EVALUATION CRITERIA	9
B. PROPOSAL FORMAT AND CONTENT	9
1. COVER LETTER	9
2. BACKGROUND AND APPROACH	9
3. WORK PLAN	10
4. PROJECT ORGANIZATION AND STAFFING	10
5. RELATED EXPERIENCE	10

6. PROJECT SCHEDULE	10
7. TECHNICAL WRITING/DATA ANALYSIS SAMPLES	10
8. COST DATA	10
9. STATEMENT OF COMPLIANCE	11
10. NONDISCRIMINATION STATEMENT	11
C. INSURANCE COVERAGE	11
D. DISCLOSURE OF PREVIOUS OR CURRENT WORK WITH LOS ANGELES DEPARTMENT OF WATER AND POWER	11
III. LIST OF REFERENCES	12
IV. SAMPLE CONTRACT	13



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

REQUEST FOR PROPOSALS

Cover Letter

ENVIRONMENTAL COMPLIANCE AND RESOURCE MANAGEMENT CONSULTING SERVICES

Date: March 13, 2015

DEAR INTERESTED PARTIES:

The Great Basin Unified Air Pollution Control District (District or Great Basin) is interested in receiving proposals from consultants for environmental compliance and resource management services related to the dust control projects in the Owens Valley Planning Area, Inyo County, California. Details of the work to be performed are described in the attached Request for Proposals (RFP). The RFP contains background information about Great Basin and dust control projects at Owens Lake, scope of work, schedule and RFP instructions.

GREAT BASIN POINT OF CONTACT:

The sole source of contact regarding this RFP is the District's Senior Scientist, Grace Holder. Individuals or firms interested in submitting a proposal are asked not to contact other members of the District's staff in connection with the RFP prior to the announcement of the consultant selected.

Proposals and all written inquires related to this RFP are to be submitted to the following address:

Grace A. M^cCarley Holder, Senior Scientist
Great Basin Unified Air Pollution Control District
157 Short Street, Suite 6
Bishop, California 93514
Office Phone: (760) 872-8211
Email: gholder@gbuapcd.org

PROPOSAL CLOSING DATE:

Three copies of each bidder's proposal must be received by the District no later than 4:00 pm on Friday April 17, 2015. All proposals must be delivered to the above address. Proposals delivered after this time will not be accepted or considered.

Proposals must be sealed and clearly labeled on the outside of envelope. No faxed or emailed proposals will be accepted. Read the Instructions and Conditions before submitting your proposal.

References to "District" or "Great Basin" in this document shall mean the Great Basin Unified Air Pollution Control District. Proposals will become part of the official files of Great Basin and cannot be returned.

Sincerely,



Grace A. McCarley Holder
Senior Scientist



GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT

157 Short Street, Bishop, California 93514-3537

Tel: 760-872-8211 Fax: 760-872-6109

REQUEST FOR PROPOSALS

ENVIRONMENTAL COMPLIANCE AND RESOURCE MANAGEMENT CONSULTING SERVICES

I. REQUEST FOR PROPOSALS

A. INTRODUCTION

Great Basin is seeking proposals from qualified consultants for services related to environmental compliance and resource management of the Owens Lake Dust Mitigation Program (OLDMP) in the Owens Valley Planning Area (OVPA) in Inyo County, California. Dust control projects have been implemented in multiple phases since 2001 by the Los Angeles Department of Water and Power (LADWP) on the bed of Owens Lake under Orders from the District in order to attain the National Ambient Air Quality Standard (NAAQS) for PM₁₀¹ within the OVPA.

Services shall include, but not be limited to: general on-call services in support of environmental issues related to the OLDMP and assistance with and participation in the Cultural Resource Task Force (CRTF) for dust control projects at Owens Lake. Work under this proposal will be under the direction of the District's Air Pollution Control Officer (APCO) and/or the District's Senior Scientist. Presented below is a brief background, a general scope of work and a schedule.

B. BACKGROUND

Owens Lake Dust Controls

Water diversions from the Owens Valley by the City of Los Angeles following the completion of the Los Angeles Aqueduct in 1913 resulted in the desiccation of Owens Lake and exposure of over 70 square miles of lakebed. For many years, the exposed lakebed was the largest single source of windblown dust in the United States. As a result, the U.S. Environmental Protection Agency (EPA) designated the OVPA (where Owens Lake is situated) as a serious non-attainment area for PM₁₀. The OVPA is located within the Great Basin Unified Air Pollution Control District. The District is responsible for enforcing all local, regional and federal air pollution laws and as such was required to develop a State Implementation Plan (SIP) to bring

¹ PM₁₀: Particulate matter less than 10 microns in diameter. In the OVPA this air pollutant primarily comes from the exposed bed of Owens Lake which was dried as a result of water diversions from the Owens Valley to the City of Los Angeles through the Los Angeles Aqueduct.

the OVPA in attainment with air quality standards.

The first SIP ordering dust controls in the OVPA was completed in 1998 (1998 SIP) and required the LADWP to implement controls on the lakebed necessary to achieve the Federal NAAQS by 2006. Revision to the 1998 SIP was made in 2003 (2003 SIP) and included a dust control project area of 29.8 square miles on the bed Owens Lake. In 2008 the SIP was revised again (2008 SIP) bringing the total extent of dust control area up to 43 square miles. Additionally, other agreements and judgments (2011 Stipulated Order for Abatement, 2013 Settlement Agreement, and 2014 Stipulated Judgment) between the District and the LADWP have increased the dust control area to a total of 48.6 square miles.

An Environmental Impact Report (EIR) was completed for each of the District's three SIPs to evaluate the potential environmental impacts of implementing the dust control projects. Additionally, the LADWP has completed other EIRs for portions of the dust control project completed after 2008. Associated with each EIR are a set of required mitigation measures in order to mitigate identified adverse environmental impacts from the project. A Draft EIR, prepared by the LADWP, is currently out for public comment for the Phase 9/10 dust control project on Owens Lake. The Final EIR for Phase 9/10 is scheduled to be certified by the LADWP in June 2015 and construction on the project should begin in September-October 2015.

Currently there are three approved dust control measures for use on Owens Lake. These measures, termed BACM or Best Available Control Measures, include Shallow Flooding, Managed Vegetation, and Gravel. Additionally, as part of the 2014 Stipulated Judgment, a variation of Shallow Flooding called Tilling with BACM Backup (TwB2) was approved that allows the LADWP to till the lakebed surface to create a stable surface provided that once it begins to break down the surface can be wetted per the requirements for Shallow Flooding. The main benefit of TwB2 is that it gives the LADWP the ability to reduce the amount of water used for dust control on the lakebed while still ensuring that the dust control areas do not cause exceedances of the NAAQS at the shoreline.

The LADWP and the District are working together to develop other dust control measures that require less water. Promising measures that are being investigated include use of brine or the precipitation of a heavy evaporite salt crust, use of engineered roughness elements, and use of straw bales and native vegetation. Additionally, the LADWP and the District are working together to develop a dynamic water management plan that allows for reducing the overall amount of water used on the lakebed.

Pre-Historic Cultural Resources

The Owens Valley and Owens Lake areas have been inhabited by Native Americans tribes for thousands of years. Settlement of the Owens Valley by Non-Native Americans began in the mid-1800s. As a result of this long history of settlement of the Owens Valley there are many significant historic and pre-historic cultural resources present in the area. As required by CEQA, the cultural resources of the project areas were surveyed and evaluated for each phase of the OLDMP. With the expansion of the OLDMP over time there has been increasing conflict between implementation of dust control needed to achieve the NAAQS and potential impacts to significant pre-historic cultural resources on the lakebed.

As part of the 2013 Stipulated Order for Abatement between the LADWP and the District, a Cultural Resource Task Force (CRTF) was established in order to allow input and recommendations from local Native American Tribes on identified significant pre-historic cultural resources within ordered dust control areas. The CRTF began meeting in the fall of 2013 and have provided valuable input into crafting a recommendation for implementation of dust controls in the most recent Phase of activities (Phase 7a/b). Based on the identified cultural resources within the upcoming Phase 9/10 dust control project, it is anticipated that the CRTF will continue to meet in 2015 and 2016 in order to develop a recommendation on how to proceed with dust controls in the significant resource areas.

C. SCOPE OF WORK

The consultant shall work under the direction of the Air Pollution Control Officer (APCO) and/or the Senior Scientist. All assignments shall be approved prior to implementation.

TASK 1: GENERAL ON-CALL SERVICES RELATED TO ENVIRONMENTAL COMPLIANCE AND RESOURCE MANAGEMENT OF THE OWENS LAKE DUST MITIGATION PROJECT

On-call services for environmental resource issues and tracking of compliance with all required environmental impact mitigation measures associated with Owens Lake dust controls will be needed. Additionally, natural resource environmental surveys (biological and cultural resources) of new monitoring sites on Owens Lake will be needed.

The 2008 Owens Valley Planning Area EIR contains a considerable number of mandatory mitigation measures to reduce the environmental impacts caused by the dust control project. The District has implemented an Environmental Quality Assurance Program (EQAP) to ensure objective and timely compliance and reporting pursuant to the Mitigation Monitoring and Reporting Program (MMRP). The MMRP is a mandatory component of the 2008 EIR and is required by the California Environmental Quality Act (CEQA).

The efficient implementation of the EQAP and MMRP involves coordination, communication, and reporting among the District, the LADWP, other public agencies such as the California State Lands Commission and California Department of Fish and Wildlife, and the public. This effort involves reviewing the adequacy of compliance plans submitted to the District by the LADWP in fulfillment of mitigation measure requirements to avoid and/or reduce environmental impacts.

For fiscal year 2015-16, in addition to assisting the District with environmental compliance issues, the environmental consultant will be tasked with conducting environmental surveys of cultural and biological resources for new monitoring site locations for the District's Dust ID program on the bed of Owens Lake. The environmental resource surveys are required by California State Lands Commission, LADWP, and the BLM, who own most of the land on the lakebed, before a monitoring site may be installed. It is anticipated that there may be six to eight monitoring site locations that may require natural resource surveys during the 2015-16 fiscal year. Proposals should include the cost for these site surveys on a per site visit basis as

well as a total cost for up to eight visits.

Due to the unique and highly sensitive nature of the pre-historic cultural resources in the region, preference may be given to a company or individual with demonstrated experience in the Owens Valley and on Owens Lake. Additionally, in order to reduce the costs and speed up the timing of conducting the surveys, the District would prefer to have the surveys conducted by someone in the local area (within an hour or so of Owens Lake).

TASK 2: CULTURAL RESOURCE TASK FORCE

The environmental consultant will be asked to provide archaeological and environmental services related to the Cultural Resource Task Force per the 2013 Stipulated Order of Abatement (2013 SOA) and the 2014 Stipulated Judgment for the Phase 9/10 Dust Control Project. Per the Draft EIR for the Phase 9/10 Project, the Environmentally Preferred Alternative is immediate avoidance of the culturally sensitive areas within the dust control footprint with the provision for the development of a recommendation by the CRTF for implementation of required dust controls. This scenario follows the provisions in the 2013 SOA that has been successfully used for the significant resource areas in the Phase 7a/b project.

As the District has no archaeological expertise and the CRTF is dealing with complex technical and legal archaeological issues, the District must retain outside assistance. The schedule of work on this task will be guided by the activity of the CRTF and will therefore be conducted on an on-call basis. Work tasks may include the following: 1) attendance at CRTF meetings (including possibly conducting presentations, as needed) in Keeler, Lone Pine or Bishop, CA, 2) general technical support on cultural resource issues, 3) review of reports and documents prepared by LADWP or LADWP consultants, local Native American Tribes, and the Second Archaeologist, 4) review of field findings, and 4) field visits.

It is anticipated that the CRTF will meet approximately every 1 ½ to 2 months during the 2015-2016 Fiscal Year (6-8 meetings). Preference may be given to a firm that has an individual who is a qualified archaeologist with experience in working with the pre-historic cultural resources of the Owens Valley and Owens Lake areas.

D. PROJECT FUNDING AND DURATION

The District operates on a July 1 to June 30 fiscal year. Budgets are prepared in the spring and approved in May for work planned in the upcoming fiscal year. The District anticipates executing a contract with the successful consultant for the services described above from July 1, 2015 to June 30, 2015 (one year duration).

E. SCHEDULE

The following are the key dates in the effort to award a contract for the work described above to the most qualified consultant:

March 13, 2015: RFPs sent out and made available to consultants.

April 17, 2015: 3 copies of proposals due at District office by 4:00 PM.

May 1, 2015 "Short list" consultants notified of interview.

May 11-15, 2015 "Short list" interviews.

May 29, 2015 Most qualified consultant selected.

June 2015 District negotiates contract with selected consultant.

July 2015 Contract taken to Great Basin Governing Board for approval at their regular meeting. (Meeting date TBD)

II. INSTRUCTIONS AND CONDITIONS

The following instructions and conditions apply to this RFP:

A. GENERAL CONDITIONS

1. SPECIAL ELIGIBILITY PREFERENCE

Preference may be given to consultants that have proven experience working on environmental projects and pre-historic cultural resources in the Owens Valley and the Owens Lake areas. Proposals are expected to include a qualified archaeologist with such experience. The District would also like to have consultants with knowledge of air quality laws and requirements and demonstrated experience working on air quality projects.

2. PRE-CONTRACTUAL EXPENSES

Pre-contractual expenses are defined as expenses incurred by proposers in:

- * Preparing a proposal in response to this RFP.
- * Submitting that proposal to Great Basin.
- * Participating in the consultant selection process.
- * Negotiating with the District on any matter related to this RFP, proposal and/or contractual agreement.

The District shall not, in any event, be liable for any pre-contractual expenses incurred by any proposer. In addition, no proposer shall include any such expenses as part of the price proposed to conduct the proposed project.

3. AUTHORITY TO WITHDRAW RFP AND/OR NOT AWARD CONTRACT

The District reserves the right to withdraw this RFP at any time without prior notice. Further, the District makes no representations that any agreement will be awarded to any proposer responding to this RFP. The District expressly reserves the right to postpone or cancel the consideration of proposals for its own convenience without indicating any reasons for such postponement or cancellation.

4. PRICING APPROACH

Great Basin intends to award a not-to-exceed total amount contract for the conduct of the work described above. In no event shall the District pay an amount in excess of the dollar value negotiated in the contractual agreement with the successful consultant. Proposals should provide costs broken down by tasks.

5. RIGHT TO REJECT PROPOSALS

The District reserves the right to reject any or all proposals submitted without indicating any reasons for such rejection. Any award made for this engagement will be made to the consultant that, in the opinion of the District, is best qualified to conduct the scope of work.

6. PROPOSAL EVALUATION CRITERIA

Proposals will be evaluated on the basis of their response to all provisions of this RFP. Great Basin may use some or all of the following criteria in its evaluation and comparison of proposals submitted. The criteria listed are not necessarily an all- inclusive list. The order that they appear is not intended to indicate their relative importance:

- a. Consultant's responsiveness to the requirements of the project as set forth in the RFP.
- b. A demonstrated understanding of the RFP, especially the scope of work.
- c. The consultant's recent experience in conducting work of similar scope, complexity and magnitude.
- d. The consultant's demonstrated experience in working with the pre-historic cultural resources of the Owens Valley and Owens Lake areas.
- e. The quality and quantity of personnel assigned to the project, including educational background, work experience and directly related recent consulting experience. Presence of a qualified archaeologist on the work team.
- f. The organizational structure of the proposed project team.
- g. The financial stability of the consultant.
- h. Recent references from local clients.
- i. The proposed project schedule.

B. PROPOSAL FORMAT AND C ONTENT

Proposals should be typed and as brief as possible. They should not include any elaborate or unnecessary promotional material. The following order and content of proposal sections should be adhered to by each consultant.

1. COVER LETTER

A brief cover letter should summarize key elements of the consultant's proposal. The letter must be signed by an individual authorized to bind the consultant. The letter must stipulate that the proposed price will be valid for a period of at least 120 days. Indicate the address and telephone number of the consultant's office from which the project will be managed.

2. BACKGROUND AND APPROACH

The Background and Approach Section should describe your understanding of Great Basin, the Owens Lake Dust Mitigation Program, and the work to be done.

3. WORK PLAN

Describe the sequential work tasks you plan to carry out in accomplishing this project. Indicate all key deliverables and their contents. Identify the frequency and location of proposed progress meetings and/or progress reports.

4. PROJECT ORGANIZATION AND STAFFING

Describe your approach and methods for managing the project. Provide an organization chart showing all proposed project team members. Describe the responsibilities of each person on the project team. Identify the Project Director and/or Manager and the person who will be the key contact with Great Basin. Indicate how many hours each team member will devote to the project by task, along with a statement indicating the availability of the members of the project team for the duration of the project. Include resumes for each member of the project team. Include information and support that may be required of Great Basin staff.

5. RELATED EXPERIENCE

Describe recent, directly related experience. Include on each listing the name of the client; description of the work done; primary client contact, address and telephone number; dates for the project; name of the Project Director and/or Manager and members of the proposed project team who worked on the project, as well as their respective responsibilities.

At least three references should be included. For each reference, indicate the reference's name, organization affiliation, title, complete mailing address and telephone number. Great Basin reserves the right to contact any of the organizations or individuals listed.

6. PROJECT SCHEDULE

Provide a schedule for completing each task in the work program, including deadlines for preparing all project deliverables.

7. TECHNICAL WRITING/DATA ANALYSIS SAMPLES

Bound separately from the base proposal, provide at least one example of past technical writing and data analysis efforts. The samples do not need to be directly related to the type of work being proposed; they should provide some indication of the consultant's writing and data analysis abilities. **Only one copy of these samples need be submitted.**

8. COST DATA

In a separate, sealed envelope, marked with the consultant's name, project name and the words "Cost Proposal", indicate the hourly rates of each person that will work on the project. In addition, by task, indicate the total lump sum cost for which you will conduct the work. Identify by project team member: name, classification, hourly rate and the number of hours each member will spend on each work task. Indicate separately, total cost for fees and expenses, including any proposed fee discount. **Only one copy of the cost proposal is required.**

9. STATEMENT OF COMPLIANCE

Consultants must submit a Statement of Compliance with all parts of the Request for Proposal and Draft Agreement terms and conditions (attached), or a listing of exceptions and suggested changes, along with a description of any cost implications or schedule changes the exceptions and/or changes cause. The Statement of Compliance must declare either:

- A. This proposal is in strict compliance with the Request for Proposal and Draft Agreement and no exceptions to either are proposed; or
- B. This proposal is in strict compliance with the Request for Proposal and Draft Agreement except for the items listed.

For each exception and/or suggested change, the consultant must include:

- 1. The suggested change in the RFP or rewording of the contractual obligations.
- 2. Reasons for submitting the proposed exception or change.
- 3. Any impact the change or exception may have on project costs, scheduling or other considerations.

10. NONDISCRIMINATION STATEMENT

Consultant agrees that in carrying out its responsibilities under this agreement, and in particular with regard to the employment of persons and sub-contractors working on the project, it will not discriminate on the basis of race, color, creed, national origin, religion, sex, age, or handicap. In the event any of the work performed by consultant hereunder is sub-contracted to another person or firm, sub-contract shall contain a similar provision.

C. INSURANCE COVERAGE

Prior to commencement of any work activities, consultant is to secure all required insurance including worker's compensation, comprehensive general liability, automotive liability, employer's liability, and professional errors and omissions liability. Minimum insurance amounts are provided in the attached sample contract (see Section IV of RFP).

D. DISCLOSURE OF PREVIOUS OR CURRENT WORK WITH LOS ANGELES DEPARTMENT OF WATER AND POWER

Any party currently working for the LADWP or having worked for LADWP in the last 4 years will be required to reveal the nature of their relationship and type of work performed for LADWP. The District retains the right to exclude the proposal or obtain some assurance that a conflict will not exist.

III. LIST OF REFERENCES

All references listed below can be found on the District's web site using the search bar:

<http://www.gbuapcd.org/>

- 1997 EIR, GBUAPCD, 1997. Great Basin Unified Air Pollution Control District, Owens Valley PM₁₀ Planning Area Demonstration of Attainment State Implementation Plan Final Environmental Impact Report, GBUAPCD, Bishop, California, July 2, 1997.
- 1998 SIP, GBUAPCD, 1998. Great Basin Unified Air Pollution Control District, Owens Valley PM₁₀ Planning Area Demonstration of Attainment State Implementation Plan, GBUAPCD, Bishop, California, November 16, 1998.
- 2003 SIP, GBUAPCD, 2003. Great Basin Unified Air Pollution Control District, Owens Valley PM₁₀ Planning Area Demonstration of Attainment State Implementation Plan 2003 Revision, GBUAPCD, Bishop, California, November 13, 2003.
- 2003 EIR, GBUAPCD, 2003. Great Basin Unified Air Pollution Control District, 2003 Owens Valley PM₁₀ Planning Area Demonstration of Attainment State Implementation Plan Final Integrated Environmental Impact Report, State Clearing House Number 2002111020, GBUAPCD, Bishop, California, February 2004.
- 2008 SIP, GBUAPCD, 2008. Great Basin Unified Air Pollution Control District, Owens Valley PM₁₀ Planning Area Demonstration of Attainment State Implementation Plan, GBUAPCD, Bishop, California, January 28, 2008.
- 2008 EIR, GBUAPCD, 2008. Great Basin unified Air Pollution Control District, Owens Valley PM₁₀ Planning Area Demonstration of Attainment State Implementation Plan Final Subsequent Environmental Impact Report, State Clearing House Number 2007021127, GBUAPCD, Bishop, California, January 14, 2008.
- 2011 Stipulated Order for Abatement, GBUAPCD, 2011. Great Basin Unified Air Pollution Control District, Order Number 110317-01, Findings and Decision of the Governing Board upon Hearing for Stipulated Order for Abatement, with and to the City of Los Angeles, Department of Water and Power, adopted by Great Basin Unified Air Pollution Control District Governing Board, March 17, 2011.
- 2013 Stipulated Order for Abatement, GBUAPCD, 2013. Great Basin Unified Air Pollution Control District and Los Angeles Department of Water and Power. Phase 7a and Keeler Dunes, June 25, 2013.
- 2014 Stipulated Judgment; Great Basin Unified Air Pollution Control District and Los Angeles Department of Water and Power, 2014. Stipulated Judgment, Superior Court of the State of California, County of Sacramento, December 30, 2014.

IV. SAMPLE CONTRACT (Attached)

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND _____
FOR THE PROVISION OF CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the Great Basin Unified Air Pollution Control District (hereinafter referred to as "District") has the need for the environmental consulting services of _____ of _____ (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the District, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the District to the Contractor to perform under this Agreement will be made by _____, whose title is: Air Pollution Control Officer or Grace Holder whose title is Senior Scientist. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the District's need for such services. The District makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the District under this Agreement. District by this Agreement incurs no obligation or requirement to request from Contractor the performance of any services or work at all, even if District should have some need for such services or work during the term of this Agreement.

Services and work provided by the Contractor at the District's request under this Agreement will be performed in a manner consistent with the requirements and standards established by applicable federal, state, and County laws, ordinances, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from July XX, 2015 to June 30, 2016 unless sooner terminated as provided below.

3. CONSIDERATION.

A. Compensation. District shall pay Contractor in accordance with the Schedule of Fees set forth in Attachment B for the services and work described in Attachment A, which are performed by Contractor at the District's request in accordance with the schedule set for in Attachment A. Attachments A and B are attached hereto and by reference incorporated herein.

B. Travel and per diem. District shall reimburse Contractor for the travel expenses and per diem which Contractor incurs in providing services and work requested by District under this Agreement. Contractor shall request approval by the District prior to incurring any travel or per diem expenses. Requests by Contractor for approval to incur travel and per diem expenses shall be submitted to _____, whose title is: Air Pollution Control Officer or to Grace Holder whose title is Senior Scientist. Travel and per diem expenses will be reimbursed in accordance with the rates set forth in Attachment C. District reserves the right to deny reimbursement to Contractor for travel or per diem expenses which are either in excess of the amounts that may be paid under the rates set forth in Attachment C, or which are incurred by the Contractor without the prior approval of the District.

C. No additional consideration. Except as expressly provided in this Agreement, Contractor shall not be entitled to, nor receive, from District, any additional consideration, compensation, salary, wages, or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled, by virtue of this Agreement, to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

D. Limit upon amount payable under Agreement. The total sum of all payments made by the District to Contractor for services and work performed under this Agreement, including travel and per diem expenses, if any, shall not exceed _____ (\$) (hereinafter referred to as "contract limit"). District expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed, including travel or per diem, which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the District, once a month, an itemized statement of all hours spent by Contractor in performing services and work described in Attachment A, which were done at the District's request. This statement will be submitted to the District not later than the fifth (5th) day of the month. The statement to be submitted will cover the period from the first (1st) day of the preceding month through and including the last day of the preceding month. This statement will identify the date on which the hours were worked and describe the nature of the work which was performed on each day. Contractor's statement to the District will also include an itemization of any travel or per diem expenses, which have been approved in advance by District, incurred by Contractor during that period. The itemized statement for travel expenses and per diem will include receipts for lodging, meals, and other incidental expenses in accordance with the District's accounting procedures and rules. Upon timely receipt of the statement by the fifth (5th) day of the month, District shall make payment to Contractor on the last day of the month.

F. Federal and State taxes.

- (1) Except as provided in subparagraph (2) below, District will not withhold any federal or state income taxes or social security from any payments made by District to Contractor under the terms and conditions of this Agreement.
- (2) District will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety nine dollars (\$1,499.00).
- (3) Except as set forth above, District has no obligation to withhold any taxes or payments from sums paid by District to Contractor under this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. District has no responsibility or liability for payment of Contractor's taxes or assessments.
- (4) The total amounts paid by District to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the District an Internal Revenue Service (IRS) Form W-9, attached hereto as Attachment D, upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A according to the schedule set forth in Attachment A which are requested by the District. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but will coordinate with District to insure that all services and work requested by District under this Agreement will be performed within the time frame set forth by District.

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

Any licenses, certificates, or permits required by the federal, state, district, county, or municipal governments for contractor to provide the services and work described in Attachment A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to, driver's licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and maintained in force by Contractor at no expense to the District. Contractor will provide District, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which are required to perform the services identified in Attachment A. Where there is a dispute between Contractor and District as to what licenses, certificates, and permits are required to perform the services identified in Attachment A, District reserves the right to make such determinations for purposes of this Agreement.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, and telephone service as is necessary for Contractor to provide the services identified in Attachment A to this Agreement. District is not obligated to reimburse or pay Contractor, for any expense or cost incurred by Contractor in procuring or maintaining such items. Responsibility for the costs and expenses incurred by Contractor in providing and maintaining such items is the sole responsibility and obligation of Contractor.

7. DISTRICT PROPERTY.

A. Personal Property of District. Any personal property such as, but not limited to, protective or safety devices, badges, identification cards, keys, etc. provided to Contractor by District pursuant to this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of District. Contractor will use reasonable care to protect, safeguard and maintain such items while they are in Contractor's possession. Contractor will be financially responsible for any loss or damage to such items, partial or total, which is the result of Contractor's negligence.

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, video tapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind which are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement remain, the sole and exclusive property of the District. At the termination of the Agreement, Contractor will convey possession and title to all such properties to District.

8. WORKERS' COMPENSATION.

Contractor shall provide Statutory California Worker's Compensation coverage and Employer's Liability coverage for not less than One Million Dollars (\$1,000,000) per occurrence for all employees engaged in services or operations under this Agreement. The District, its agents, officers and employees shall be named as additional insured or a waiver of subrogation shall be provided.

9. INSURANCE.

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

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability (including operations, products and completed operations as applicable): \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$300,000.00 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000.00 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$1,000,000.00 per occurrence.

C. Deductibles and Self-insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

D. Other Insurance Provisions. The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor or liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII. The District at its option may waive this requirement.

F. Verification of Coverage. Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by the specifications at any time.

10. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of District. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of District. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the District. No agent, officer, or employee of the District is to be considered an employee of Contractor. It is understood by both Contractor and District that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture. As an independent contractor:

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to District only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to District's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers, and employees are, and at all times during the term of this Agreement shall, represent and conduct themselves as independent contractors, and not as employees of District.

11. DEFENSE AND INDEMNIFICATION.

Contractor shall defend, indemnify, and hold harmless District, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from, or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs which is caused in whole or in part by any act or omission of the Contractor, its agents, employees, supplier, or any one directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold the District, its agents, officers, and employees harmless under the provisions of this paragraph is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

To the extent permitted by law, District shall defend, indemnify, and hold harmless Contractor, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs,

including litigation costs and attorney's fees, arising out of, or resulting from, the active negligence, or wrongful acts of District, its officers, or employees.

12. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, and municipal law, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, or other authentic reproduction of such records.

B. Inspections and Audits. Any authorized representative of District shall have access to any books, documents, papers, records, including, but not limited to, financial records of Contractor, which District determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, District has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

13. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, district or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

14. CANCELLATION.

This Agreement may be canceled by District without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to District.

15. ASSIGNMENT.

This is an agreement for the services of Contractor. District has relied upon the skills, knowledge, experience, and training of Contractor as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement, or any part of it, without the express written consent of District. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of District.

16. DEFAULT.

If the Contractor abandons the work, or fails to proceed with the work and services requested by District in a timely manner, or fails in any way as required to conduct the work and services as required by District, District may declare the Contractor in default and terminate this Agreement upon five (5) days written notice to Contractor. Upon such termination by default, District will pay to Contractor all amounts owing to Contractor for services and work satisfactorily performed to the date of termination.

17. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-four (24) below.

18. CONFIDENTIALITY.

Contractor agrees to comply with the various provisions of the federal, state, district and county laws, regulations, and ordinances providing that information and records kept, maintained, or accessible by Contractor in the course of providing services and work under this Agreement, shall be privileged, restricted, or confidential. Contractor agrees to keep confidential all such information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the District.

19. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

20. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the District in the course of providing services and work under this Agreement, for any personal benefit, gain, or enhancement. Further, Contractor agrees for a period of two years after the termination of this Agreement, not to seek or accept any employment with any entity, association, corporation, or person who, during the term of this Agreement, has had an adverse or conflicting interest with the District, or who has been an adverse party in litigation with the District, and concerning such, Contractor by virtue of this Agreement has gained access to the District's confidential, privileged, protected, or proprietary information.

21. SEVERABILITY.

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction, or if it is found in contravention of any federal, state, district or county statute, ordinance, or regulation, the remaining provisions of this Agreement, or the application thereof, shall not be invalidated thereby, and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

22. FUNDING LIMITATION.

The ability of District to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, District has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-four (24) (Amendment).

23. ATTORNEY'S FEES.

If either of the parties hereto brings an action or proceeding against the other, including, but not limited to, an action to enforce or declare the cancellation, termination, or revision of the Agreement, the prevailing party in such action or proceeding shall be entitled to receive from the other party all reasonable attorney's fees and costs incurred in connection therewith.

24. AMENDMENT.

This Agreement may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties hereto, if such amendment or change is in written form and executed with the same formalities as this Agreement, and attached to the original Agreement to maintain continuity.

25. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or District shall be required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

District:
_____, APCO
Great Basin Unified Air Pollution Control District
157 Short Street
Bishop, California 93514

Contractor:
_____ TITLE
_____ COMPANY NAME
_____ STREET
_____ CITY and STATE
TELEPHONE: _____
E-MAIL: _____

26. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises, or agreements otherwise between the parties not embodied herein or incorporated herein by reference, shall be of any force or effect. Further, no term or provision hereof may be changed, waived, discharged, or terminated, unless the same be in writing executed by the parties hereto.

///

////

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND _____
FOR THE PROVISION OF CONSULTING SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
_____ DAY OF JULY, 2015.

DISTRICT

By: _____

Date: July _____, 2015

CONTRACTOR

By: _____
Print or Type Name

Signature

Dated: _____

ATTACHMENT A

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND _____
FOR THE PROVISION OF CONSULTING SERVICES**

TERM:

FROM: _____ **TO:** _____

SCOPE OF WORK and WORK SCHEDULE:

ATTACHMENT B

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND _____
FOR THE PROVISION OF CONSULTING SERVICES**

TERM:

FROM: _____ **TO:** _____

SCHEDULE OF FEES:

ATTACHMENT C

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND _____
FOR THE PROVISION OF CONSULTING SERVICES**

TERM:

FROM: _____ **TO:** _____

SCHEDULE FOR TRAVEL AND PER DIEM PAYMENT:

ATTACHMENT D

**AGREEMENT BETWEEN
GREAT BASIN UNIFIED AIR POLLUTION CONTROL DISTRICT
AND _____
FOR THE PROVISION OF CONSULTING SERVICES**

TERM:

FROM: _____ **TO:** _____

FORM W-9

**Request for Taxpayer
Identification Number and Certification
(See attached)**